

6.5 Maximum two (2) correction cycles per milestone.

6.6 If Client fails to respond within 5 business days, Deliverable is deemed accepted.

7. 7. WARRANTY AND BUG FIX PERIOD

7.1 Developer warrants that Deliverables substantially conform to specifications.

7.2 Warranty period: 60 days after final acceptance.

7.3 During warranty period Developer shall fix reproducible bugs at no charge.

7.4 Warranty does not cover changes, misuse, or third-party modifications.

8. 8. FEES AND PAYMENT

8.1 Fees in Schedule B.

8.2 Invoices payable within days.

8.3 All fees exclusive of GST.

8.4 Developer may suspend work for non-payment exceeding 10 days.

9. 9. SUSPENSION RIGHTS

Developer may suspend services if: a) Client fails to provide required inputs; b) security risk arises; c) non-payment; d) force majeure.

10. 10. INTELLECTUAL PROPERTY

10.1 Upon full payment, Developer assigns to Client all worldwide right, title and interest in Deliverables.

10.2 Assignment includes: a) all territories worldwide; b) for entire term of copyright; c) all modes of exploitation; d) right to modify and create derivatives.

10.3 Developer retains ownership of: a) pre-existing IP; b) tools, frameworks, libraries; c) know-how and methodologies.

10.4 Developer grants Client a perpetual, non-exclusive license to use retained materials embedded in Deliverables.

10.5 Developer may display non-confidential Deliverables in portfolio.

11. 11. OPEN SOURCE SOFTWARE

11.1 Developer shall disclose all OSS used.

11.2 OSS shall not impose copyleft obligations on Client proprietary code without written approval.

12. 12. SOURCE CODE ACCESS AND ESCROW

12.1 Developer shall maintain all source code in a version-controlled repository.

12.2 Client shall receive access upon request.

12.3 Upon termination, latest source code shall be delivered to Client.

13. 13. CONFIDENTIALITY

13.1 Each Party shall keep Confidential Information confidential.

13.2 Obligations survive 5 years after termination.

14. 14. DATA PROTECTION AND SECURITY

14.1 Parties shall comply with Information Technology Act, 2000 and related rules.

14.2 Developer shall implement reasonable technical and organizational safeguards.

14.3 Developer shall notify Client of data breach without undue delay.

15. 15. REPRESENTATIONS

Each Party represents it has authority to enter into this Agreement.

16. 16. INDEPENDENT CONTRACTOR

Developer is an independent contractor.

17. 17. SUBCONTRACTING

Developer may subcontract portions of work but remains fully responsible.

18. 18. NON-SOLICITATION / NON-CIRCUMVENTION

Client shall not solicit Developer's personnel or subcontractors during term and 12 months thereafter.

19. 19. INSURANCE

Developer shall maintain commercially reasonable professional liability insurance upon request.

20. 20. LIMITATION OF LIABILITY

20.1 No Party liable for indirect or consequential damages.

20.2 General liability cap: total fees paid in previous 12 months.

20.3 Higher cap (2x fees) applies to: a) IP infringement; b) confidentiality breach; c) data protection breach.

21. 21. INDEMNITY

Each Party indemnifies the other against claims arising from breach or violation of law.

22. 22. TERM AND TERMINATION

22.1 Agreement continues until Project completion.

22.2 Either Party may terminate for material breach after 14-day cure.

22.3 Either Party may terminate for convenience with 30 days notice.

22.4 Upon termination Client pays for completed work.

23. 23. FORCE MAJEURE

Neither Party liable for events beyond reasonable control.

24. 24. ASSIGNMENT

Neither Party may assign without prior written consent, except in merger or sale of business.

25. 25. SURVIVAL

Sections on IP, Confidentiality, Liability, Indemnity, Payments, Dispute Resolution survive termination.

26. 26. GOVERNING LAW AND DISPUTES

26.1 Laws of India apply.

26.2 Disputes resolved by arbitration under Arbitration and Conciliation Act, 1996.

26.3 Seat: _____, India.

27. 27. MISCELLANEOUS

Entire Agreement, Amendments in writing, Severability, Waiver.

SCHEDULE A — PROJECT DESCRIPTION

Project Name:

Functional Specifications:

Technology Stack:

Milestones:

Acceptance Criteria:

This template is provided for general informational purposes only and does not constitute legal advice. Consultation with an Indian legal professional is recommended before execution.

SCHEDULE B — FEES

Engagement Model:

Total Fee / Hourly Rate:

Payment Milestones:

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEVELOPER

CLIENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: