

SOFTWARE DEVELOPMENT AGREEMENT

BY THIS AGREEMENT made the day of 20
BETWEEN having its registered office at **(the Supplier)**
AND: having their registered office at **(the Customer)**
THE PARTIES AGREE as follows

RECITALS

- A. The Customer engages the Supplier to create bespoke software applications as described herein for its business.
- B. The Supplier has agreed to create software applications for the Customer, subject to the terms and conditions set out below.

OPERATIVE PART

DEFINITIONS

"Acceptance Criteria" means the rules for processing and outputs of the Developed Software specified in the Project Plan and the Test Management Plan expressly including the level and degree of errors which, while present in the Developed Software, are agreed by Supplier and the Customer not to compromise the functionality of the Developed Software.

"Acceptance Test Cases" means a documented set of test cases constructed to verify that the Developed Software meets the Acceptance Criteria.

"Acceptance Test Data" means records, files, and information supplied by the Customer for use in Acceptance Test Operation.

"Acceptance Test Operation" means the Customer operating the Developed Software using the Acceptance Test Data for the purpose of determining that the Developed Software achieves the Acceptance Criteria.

"Acceptance Test Operation Environment" means amongst other items, the computing hardware, software including any Other Software, communications infrastructure and physical accommodation required for the Acceptance Test Operation, which environment shall be agreed by the parties prior to commencement of Acceptance Test Operation and set out in the Test Management Plan.

"Agreement" means this Agreement and any Schedules and any Annexures hereto.

"Certificate of Acceptance" means a document signed and dated by the Customer stating the Developed Software has met the Acceptance Criteria.

"Change Request Procedure" means the procedure set out in clause 6 by which changes, variations, amendments and alteration to the Specifications and/or Project Plan shall be implemented by the parties as set out in this Agreement.

"Commencement Date" means the date set out in Item 1 of Schedule A.

"Completion Date" means the date for completion of the Warranty Period.

"Confidential Information" means all information disclosed by Supplier and the Customer pursuant to this Agreement and relating to the subject matter of this Agreement, the design of the Developed Software and/or the business of Supplier or the Customer or any of their respective customers, including personnel, policies and business strategies however it does not include Confidential Information previously known by either Supplier or the Customer where such knowledge arose in circumstances not involving any breach of confidence.

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