

# MOBILE APP DEVELOPMENT AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your project, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Mobile App Development Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DEVELOPER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or individual) with its principal place of business at [DEVELOPER ADDRESS] ("**Developer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Developer and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Developer to design, build, and deliver a mobile application, and Developer wishes to perform that work, on the terms below. The application, target platforms, and features are described in the attached **Exhibit A (App Specification)**. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Work

**1.1 The App.** Developer will design, develop, test, and deliver the mobile application described in Exhibit A (the "**App**" and, together with related materials, the "**Deliverables**"), using reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

**1.2 Target platforms.** The App will support the platforms, operating-system versions, and device classes listed in Exhibit A (for example, [iOS / Android / both] and the stated minimum OS versions). Support for additional platforms or versions is out of scope unless added by a change order.

**1.3 Assumptions and dependencies.** Developer's estimates assume Client provides content, design assets, and approvals on time and that third-party SDKs, APIs, and app stores function as documented. Developer is not responsible for delays caused by Client or by third-party services or platform-policy changes outside Developer's reasonable control.

**1.4 Change orders.** Either Party may request a change to the App. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule. Developer is not obligated to begin out-of-scope work until a change order is signed.

## 2. Project Timeline and Milestones

**2.1 Schedule.** Developer will perform the work according to the milestone schedule in Exhibit A, beginning on [START DATE] with target delivery on or about [TARGET DELIVERY DATE].

**2.2 Client review windows.** Client will review and approve each milestone deliverable within [NUMBER, e.g. 5] business days of receipt. If Client does not respond within that window, the deliverable is deemed accepted for the purpose of continuing the work, without waiving Client's warranty rights.

**2.3 Delays.** If a milestone is delayed by Client's late content, approvals, or payment, or by an app-store review delay, the overall schedule and dependent dates extend by at least the length of the delay.

### 3. Fees and Payment

**3.1 Fees.** Client will pay Developer the total fee of [AMOUNT] in [CURRENCY, e.g. US dollars], payable as set out in Exhibit A (for example, a [PERCENTAGE] deposit on signing and the balance on milestone completion). Fees are exclusive of taxes.

**3.2 Invoicing.** Developer will invoice Client [ON MILESTONE COMPLETION / MONTHLY / AS STATED IN EXHIBIT A]. Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

**3.3 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Developer may suspend work on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

**3.4 Third-party costs.** Client is responsible for third-party costs identified in Exhibit A, including app-store developer accounts and fees, paid SDKs, backend hosting, push-notification and analytics services, and certificates, either paid directly by Client or reimbursed to Developer at cost with prior approval.

### 4. Client Responsibilities

**4.1 Materials and accounts.** Client will provide content, branding, and design assets and will establish and own the Apple Developer and Google Play (or equivalent) accounts and any backend or third-party service accounts, granting Developer the access needed to build and submit the App.

**4.2 Rights in Client materials.** Client represents that it owns or has the right to use all materials it supplies and that Developer's use of them as directed will not infringe any third party's rights.

**4.3 Primary contact.** Client will designate a single primary contact with authority to give approvals and make decisions.

### 5. App Store Submission and Acceptance

**5.1 Submission.** Developer will prepare the App for submission and assist Client in submitting it to the applicable app stores under Client's developer accounts. Client is the developer of record and is responsible for store listings, age ratings, and policy compliance attestations unless Exhibit A states otherwise.

**5.2 Store approval is outside Developer's control.** Each app store independently reviews and may reject or remove an app under its own policies. Developer will make reasonable efforts to address store feedback within scope, but does not guarantee acceptance, ranking, or continued availability.

**5.3 Acceptance.** Client has [NUMBER, e.g. 7] business days after delivery of a build for acceptance to test it against the acceptance criteria in Exhibit A and either accept it or provide a written list of specific failures. The build is accepted when it meets the criteria, when Client submits it to an app store, or when the acceptance period passes without a written list of failures.

### 6. Intellectual Property and License

**6.1 Deliverables.** Subject to Client's full payment of all fees due, Developer assigns to Client all right, title, and interest in the final, accepted Deliverables created specifically for Client, including the App's custom source code, excluding Developer's Background IP and Tools and any third-party or open-source components.

**6.2 Developer Background IP and Tools.** Developer retains ownership of its pre-existing materials, frameworks, libraries, and general-purpose tools and components ("**Tools**"). To the extent Tools are embedded in a Deliverable, Developer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of that Deliverable.

**6.3 Third-party and open-source components.** Some components are licensed from third parties or under open-source licenses and remain subject to those licenses. Developer will identify material third-party and open-source components in Exhibit A or on request.

**6.4 Source code and assets.** On final payment, Developer will deliver the App's source code, build configurations, and signing assets in Developer's possession that Client owns under this Section.

## 7. Confidentiality

**7.1 Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including business plans, credentials, source code, and unreleased features.

**7.2 Obligations.** The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and contractors who need it and are bound by similar obligations.

**7.3 Exclusions.** These obligations do not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

## 8. Warranties, Maintenance, and Limitation of Liability

**8.1 Developer warranty.** Developer warrants that the Services will be performed in a professional and workmanlike manner. For **[NUMBER, e.g. 30]** days after acceptance, Developer will correct, at no additional charge, reproducible defects that cause the App to materially fail to conform to Exhibit A, excluding issues caused by Client changes, third-party services, or OS or store-policy changes. Except as stated, the Deliverables are provided "as is" and Developer disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

**8.2 Ongoing maintenance.** Updates for new OS versions, store-policy changes, bug fixes after the warranty period, and new features are not included and are available, if at all, under a separate maintenance agreement or a change order at Developer's then-current rates.

**8.3 Exclusion of indirect damages and cap.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data. Except for a Party's confidentiality breach, infringement indemnity, or gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Client under this Agreement.

## 9. Term, Termination, and General Provisions

**9.1 Term.** This Agreement begins on the Effective Date and continues until the App is completed and accepted, unless terminated earlier under this Section.

**9.2 Termination for convenience.** Either Party may terminate on **[NUMBER, e.g. 15]** days' prior written notice. On termination, Client will pay for all work performed and non-cancelable costs incurred through the effective

date, and Developer will deliver work product for which Client has paid.

9.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

9.4 **Independent contractor.** Developer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.5 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.6 **General.** Notices must be in writing and are effective on receipt. Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all assets. Neither Party is liable for delay caused by events beyond its reasonable control. This Agreement, with its exhibits and change orders, is the entire agreement on its subject, supersedes prior discussions, may be amended only by a writing signed by both Parties, and may be signed in counterparts and by electronic signature.

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

DEVELOPER	CLIENT
Signature: _____	Signature: _____
Printed name: <b>[NAME]</b>	Printed name: <b>[NAME]</b>
Title: <b>[TITLE / N/A]</b>	Title: <b>[TITLE]</b>
Date: _____	Date: _____

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*