



# PROPOSAL KIT SAMPLE

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## DATABASE APPLICATION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>>, ("Developers") and <<CustCompany>> ("Customer").

### Recitals

- A. Developers have experience and expertise in the development of Database Applications and Software ("Database Product").
- B. Customer desires to have Developers develop a Database Product for them.
- C. Developers desire to develop Customer's Software on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

### Definitions

"Database" shall mean a collection of any form of data including clear or encrypted text, images, sound, video, or multimedia.

"Relational Database" shall mean a database that maintains a set of separate, related files (tables), but combines data elements from the files for queries and reports as requested. For the purpose of this agreement it shall also include the finite set of relation schemas and a corresponding set of relation instances ("database instance") that represents data as two-dimensional tables and contains the following components: 1) a set of domains and a set of relations, 2) operations on relations, and 3) data integrity rules to ensure Database Integrity.

"Primary Key" shall mean a field (column) in a database table that uniquely identifies each record in the table that is indexed and maintains the main sequence of the table.

"Foreign Key" shall mean a field in a relational table in a database that is indexed in another table and matches the primary key column of another table.

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"Database Integrity" shall mean the correctness and consistency of the data stored in the Database or any aspect of the Database Product.

"Relational Data Model" (RDM) shall mean a description of the organization of a database that allows for it to be modeled and all attributes and tables (including all fields and records) to be graphically represented.

"Database Schema" shall mean a set of relation schemas for the relations in the design and development of the Database Product.

"Relation Schema" shall mean the names of relations that must be unique across the database.

"Integrity Constraints" shall mean restrictions on the relational instances of a schema.

"Schema" shall mean a definition for a database.

"Deliverables" shall mean the Database Product provided in object and/or source format (as set forth in the Specifications and subject to Developers' Proprietary Rights), documentation, or other materials required to be delivered by Developers to Customer, as set forth in the Specifications.

"Critical Deliverables" shall mean Deliverables that have a Milestone date, as outlined in the Specifications, that must be transmitted to Customer on or before a specific date.

"Source Code" shall mean the readable forms together with make and build files.

"Beta" shall mean any and all Deliverables provided to Customer prior to the Launch Date.

"Final" shall mean any and all Deliverables provided to Customer that are in accordance with the Specifications and accepted by Customer as completion of a particular Deliverable.

"Launch Date" shall mean the date that the Product is first available for use

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by the public.

"Software" shall mean the Database Applications program(s) described in the Specifications that is/are to be developed by Developers, including all Enhancements made under this Agreement.

"Product" shall mean software for a computer or an end user.

"Schedule" shall mean the schedule(s) for completion of the Deliverables, as set forth in the Specifications.

"Delivery" shall mean transmitted by Developers to Customer electronically and in accordance with security measures agreed upon by both parties in accordance with the Specifications.

"Services" shall mean any training, customization, enhancement, or other labor performed by Developers as required by the Specifications.

"Error(s)" shall mean malfunctions or defect(s) within the Database Product or a Deliverable that prevents it from conforming to the Specifications.

"Internet" shall mean any system for distributing digital or electronic information to end-users via transmission, broadcast, or any other form of delivery, whether direct or indirect, known or subsequently developed.

"Specifications" shall mean the specifications for the Product and Services, as detailed and attached to this Agreement as Exhibit B, which include detailed specifications and instructions for all required Deliverables, features and functionality, and a complete production schedule for each Deliverable and Milestone.

"Term" shall mean the period of time commencing on the Effective Date of this Agreement and continuing indefinitely until this Agreement is terminated.

"User Interface" shall mean all navigational devices, menus, menu structures or arrangements, icons, visual mechanisms, metaphors, or help and other operational instructions, and all other components of any source or object computer code that comprises the Database Product.

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"Web" shall mean the World Wide Web, containing pages written in hypertext markup language (HTML) and/or any similar successor technology.

"Web Page" shall mean any document that may be viewed in its entirety on the Web.

"Web Site" shall mean a collection of interrelated Web pages or documents accessible through a Web page browser, interface, or any other similar successor technology.

"Developers' Proprietary Material" shall mean all intellectual property rights in any text, images, or other components and/or materials owned by Developers, or which Developers have the legal right to use, that are delivered to Customer, including but not limited to software, related documentation, source code, scripts, object code, logos, graphics, or tag lines.

"Customer's Proprietary Material" shall mean all intellectual property rights in any text, images, or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Developers, including but not limited to software, related documentation, Customer marketing material, logos, graphics, or tag lines.

"Developers' Code" shall mean all Developers' Proprietary Material or software Source Code existing as of the date of this Agreement that is to be incorporated into the Source Code of the Product. The license terms for Developers' Code will be stated in the Specifications.

"Documentation" shall mean all user guides, reference, integration, installation or implementation manuals that describe in detail the operation of the Software that is normally provided by Developers as part of their deliveries to their customers.

"Development Activities" shall mean any activities undertaken by Developers in the development of the Software and Documentation satisfying the Specifications pursuant to this Agreement.

"Enhancements" shall mean error corrections, bug fixes, modifications, and

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updates not included in the Specifications with respect to the Software.

"Milestone" shall mean each development or Deliverable reached by Developers and agreed upon in writing between Developers and Customer.

"Milestone Payment" shall mean a payment obligation related to the achievement and acceptance of a particular Milestone.

"Acceptance" shall mean completion of a Deliverable that conforms to the Specifications and is mutually agreed upon in writing by both Developers and Customer.

### **Agreements**

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

#### **1. Development of Database Product.**

Developers agree to installation, management, documentation, and development of the Software and Software-based operations according to the compensation terms listed on Exhibit A attached hereto.

#### **2. Specifications.**

Developers agree to develop the Software pursuant to the Specifications set forth in Exhibit B attached hereto (the "Specifications").

#### **3. Delivery Dates and Milestones.**

Developers will use reasonable diligence in the development of the Database Product and endeavor to deliver to Customer operational Software no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit B are estimates and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the delivery date and terms of delivery of the Critical Deliverable. Developers will be retaining the Source Code for the Database Product and providing

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Customer with the output formats only. The output is to be used only within the scope of the Software as outlined in Exhibit B and does not include the following: replication, duplication, or otherwise copying the Software in any form not authorized by Developers, creating new Software based on the code, its functions or other Proprietary Rights as outlined in Paragraph 4, sale or distribution of the code in any form, or any relinquishment of copyright by Developers in any way.

#### **4. Ownership Rights.**

Except for Customer's Proprietary Material (defined below) contained in the Database Product, Developers shall hold all rights, title, and interest in and to the Software. Specifically, but without limitation, Developers shall hold all rights, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the Software (the "Content"), (2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Software, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Software or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Developers' rights, title, and interest in the Software, as described in this Paragraph 4.

Notwithstanding the above, Customer shall retain and Developers shall have no Proprietary Rights whatsoever in all of Customer's intellectual property rights in any and all text, images, or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Developers, including but not limited to software, related documentation, Customer marketing material, logos, and tag lines ("Customer's Proprietary Material"). Developers agree that they shall not use Customer's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

#### **5. Database Product Development and Construction Rules.**

Database Product Development and Services described here are provided for <<Linux, Windows, Macintosh, Sun Solaris, UNIX>> systems only,

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unless otherwise specified.

Unless otherwise agreed upon by Developers and Customer, any modifications required to the Software, code, or other component related to its operation that are a result of third-party changes to resources required by the Software shall be considered ADDITIONAL and will fall outside of the Specifications. Third-party modifications may include but are not limited to: patches, fixes, security flaws, errors, updates, upgrades or any other changes to third-party operating systems, plug-ins, or any required resources not created by Developers.

Unless otherwise defined in the Specifications, the Database Product will be developed in accordance with the following RDM standards:

#### **5.1 Database Integrity.**

The data held in the tables shall be consistent with the Relational Data Model (RDM) and shall incorporate:

- ◆ **Entity Integrity:** Each

## **DEMO CONTRACT**

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<https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/database-software-development-contract.htm>

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