**SOFTWARE DEVELOPMENT LETTER OF INTENT**

[MM/DD/YYYY]

[SENDER NAME]

[SENDER STREET ADDRESS]

[SENDER CITY, STATE, ZIP]

[RECIPIENT NAME]

[RECIPIENT STREET ADDRESS]

[RECIPIENT CITY, STATE, ZIP]

**RE: Intent to Develop Software**

This Letter of Intent (the “Letter”) sets forth the proposed terms and conditions of the Services described hereunder and shall govern the relationship between the Client and Developer (the “Parties”) until replaced by a definitive, formal agreement addressing the same services and subject matter (the “Definitive Agreement”). The Services considered in this Letter and in the Definitive Agreement are subject in all respects to the following:

1. **THE CLIENT**. [CLIENT NAME] (the “Client”) with a mailing address of

[CLIENT MAILING ADDRESS].

1. **THE DEVELOPER**. [DEVELOPER NAME] (the “Developer”) with a mailing address of [DEVELOPER MAILING ADDRESS].
2. **THE SERVICES**. Unless otherwise agreed to by the Parties, the Developer agrees to provide the following services (the “Services”):

[DESCRIBE SERVICES TO BE PERFORMED].
3. **PAYMENT**.In consideration for the Services provided, the Client agrees to pay the Developer in the following manner: (check one)

[ ]  - Per Job. $[RATE] for the completion of the Services.

[ ]  - Per Hour. $[RATE] / hour.

[ ]  - As Stated in the Definitive Agreement. The payment amount will be

determined in the Definitive Agreement between the Developer and Client.

[ ]  - Other. [OTHER PAYMENT].

1. **PAYMENT METHOD**. The Developer shall be paid, in accordance with Section 4, in the following manner: (check one)

[ ]  - Every [ ]  week [ ]  month [ ]  quarter, beginning on [MM/DD/YYYY].

[ ]  - Upon completion of the Services performed.

[ ]  - Upon the Client receiving an invoice from the Developer.

[ ]  - Other: [OTHER METHOD].

1. **START AND END** **DATE**. The Developer shall start providing the Services on [MM/DD/YYYY] and the Services shall be completed: (check one)

[ ]  - By [MM/DD/YYYY].

[ ]  - In a reasonable time period in accordance with industry standards.

[ ]  - Other: [OTHER COMPLETION REQUIREMENT].

1. **INTENTION OF THE PARTIES**. This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 7 through 9, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.
2. **GOVERNING LAW**. This Letter shall be governed under the laws of the State of [STATE NAME].
3. **SIGNATURES**.

**Client Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [CLIENT PRINTED NAME]

**Developer Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [DEVELOPER PRINTED NAME]