

SOFTWARE DEVELOPMENT LETTER OF INTENT

Date: _____

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.** _____ (the "Client") with a mailing address of _____.

2. **THE DEVELOPER.** _____ (the "Developer") with a mailing address of _____.

3. **THE SERVICES.** Unless otherwise agreed to by the Parties, the Developer agrees to provide the following services (the "Services"):

4. **PAYMENT.** In consideration for the Services provided, the Client agrees to pay the Developer in the following manner: (check one)

- Per Job. \$ _____ for the completion of the Services.
- Per Hour. \$ _____ / hour.
- As Stated in the Definitive Agreement. The payment amount will be determined in the Definitive Agreement between the Developer and Client.
- Other: _____.

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

- Every week month quarter, beginning on _____.
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Developer.
- Other: _____.

6. **START AND END DATE.** The Developer shall start providing the Services on _____ and the Services shall be completed: (check one)

- By _____.
- In a reasonable time period in accordance with industry standards.
- Other: _____.

7. **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.

8. **GOVERNING LAW.** This Letter shall be governed under the laws of the State of _____.

9. **SIGNATURES.**

Client Signature: _____ **Date:** _____

Print Name: _____

Developer Signature: _____ **Date:** _____

Print Name: _____