



SOFTWARE SERVICES AGREEMENT

Professional sample template for project engagements

SAMPLE AGREEMENT - NOT EXECUTED

This document is a non-binding template until completed and signed by authorized representatives of both parties.

Agreement Number _____	Version _____
Effective Date _____	Issue Date _____
Project Name _____	Prepared For _____

BETWEEN

ValtQ

First Party / Service Provider

AND

Second Party / Client

DOCUMENT STATUS

Sample agreement and completion instructions

Important notice

This template is provided for drafting and discussion only. It does not create a binding relationship until all relevant blanks and schedules are completed, the final terms are approved, and the agreement is signed by authorized representatives of both parties.

How to use this template

- Complete all party, project, commercial, legal and notice details before signature.
- Replace all blank lines, bracketed options and drafting notes with approved final language.
- Attach the final Statement of Work, delivery plan, pricing schedule and change-control form.
- Confirm the governing law, dispute process, tax treatment, liability allocation and data-protection obligations with qualified counsel.
- Remove the "SAMPLE - NOT EXECUTED" status only after the agreement is finalized for execution.

Document control

Document Owner _____	Approved By _____
Last Review Date _____	Next Review Date _____
Classification _____	Related Proposal / SOW _____

Agreement structure

Core Agreement - Legal and commercial terms applicable to the engagement.

Schedule A - Statement of Work and project scope.

Schedule B - Deliverables, milestones and acceptance criteria.

Schedule C - Fees, invoices and payment schedule.

Schedule D - Change Request form.

Signature Page - Execution by authorized representatives.

1. Parties and Background

This Software Services Agreement (the “Agreement”) is entered into on the Effective Date specified below by and between the following parties:

1.1 First Party - Service Provider

Legal Name _____ _____	Trading Name ValtQ
Legal Form _____ _____	Commercial Registration _____ _____
Tax Registration _____ _____	Registered Address _____ _____
Authorized Representative _____ _____	Title / Capacity _____ _____
Legal Email _____ _____	Telephone _____ _____

1.2 Second Party - Client

Legal / Full Name _____ _____	Trading Name _____ _____
Legal Form _____ _____	Registration Number _____ _____
Tax Registration _____ _____	Registered Address _____ _____
Authorized Representative _____ _____	Title / Capacity _____ _____
Legal Email _____ _____	Telephone _____ _____

1.3 Background

A. The Service Provider designs, develops, integrates and supports digital products, software systems and related technology services.

B. The Client wishes to engage the Service Provider for the services and deliverables described in this Agreement and its schedules.

C. The parties therefore agree to the terms below, subject to completion of all blank fields and execution by authorized representatives.

2. Definitions and Interpretation

Defined Term	Meaning
Acceptance Criteria	The measurable conditions specified in Schedule B used to determine whether a Deliverable is accepted.
Business Day	A day other than a weekend or official public holiday in the jurisdiction stated in Section 20.
Change Request	A written request to modify scope, Deliverables, assumptions, fees, timeline or other agreed requirements.
Client Materials	All content, data, credentials, brands, documents and other items supplied or controlled by the Client.
Confidential Information	Non-public commercial, financial, technical, operational or personal information disclosed in any form.
Deliverables	The work products expressly identified in Schedule B.
Documentation	User, technical, operational or deployment documentation expressly included in the scope.
Project	The engagement described in Schedule A.
Services	The professional and technical services described in Schedule A.
Third-Party Materials	Software, services, APIs, platforms, datasets, fonts, media or other materials owned or controlled by a third party.

Headings are for convenience only. Singular words include the plural and vice versa where the context requires. References to writing include email and other agreed written electronic communications, subject to applicable law.

3. Engagement and Scope of Services

3.1 The Client appoints the Service Provider to perform the Services, and the Service Provider accepts that appointment, in accordance with this Agreement and the completed schedules.

3.2 Only work expressly included in Schedule A is within scope. Any item not clearly included is excluded unless approved through the Change Control process.

3.3 The Service Provider may use suitable employees, contractors, cloud platforms and specialist suppliers, while remaining responsible for managing the agreed Services, except where the Client directly contracts with a third party.

3.4 The parties shall identify the project methodology, communication cadence, collaboration tools and decision-makers in Schedule A.

Drafting prompt

Specify whether the engagement is fixed-price, time-and-materials, retainer-based, milestone-based or a hybrid model. Remove this prompt from the execution copy.

4. Delivery, Review and Acceptance

- 4.1 The Service Provider shall use commercially reasonable efforts to deliver the Deliverables in accordance with the target milestones in Schedule B, subject to Client dependencies and approved changes.
- 4.2 The Client shall review each submitted Deliverable within _____ Business Days and either:
- confirm acceptance in writing; or
 - provide a single consolidated written notice identifying material non-conformities against the applicable Acceptance Criteria.
- 4.3 The Service Provider shall address verified material non-conformities within a reasonable period agreed by the parties. Requests that introduce new functionality or alter approved requirements shall be handled as Change Requests.
- 4.4 A Deliverable will be treated as accepted when the Client confirms acceptance, uses it in production, resells or distributes it, or fails to provide a valid rejection notice within the agreed review period, to the extent permitted by applicable law and the completed commercial terms.
- 4.5 Minor defects that do not materially prevent the intended use of a Deliverable shall not delay acceptance, provided they are recorded and scheduled for correction.

5. Client Responsibilities and Dependencies

The Client shall, in a timely and accurate manner:

- appoint an authorized project owner and decision-maker;
- provide complete requirements, feedback, approvals, content, data and credentials;
- ensure that Client Materials and instructions may lawfully be used for the Project;
- maintain backups of Client-controlled systems and data unless backup services are expressly included;
- obtain third-party approvals, licenses and internal authorizations required for the Project;
- provide safe and appropriate access to systems, environments and personnel;
- test Client-side integrations and business processes within the agreed review periods; and
- notify the Service Provider promptly of security incidents, dependency changes or risks affecting delivery.

Any delay, omission or inaccurate dependency attributable to the Client may require a reasonable adjustment to milestones, fees and resource allocation through Change Control.

6. Change Control

- 6.1 Either party may propose a Change Request. No proposed change is binding until its impact and terms are documented and approved in writing by authorized representatives of both parties.
- 6.2 A Change Request should describe the requested change, reason, assumptions, estimated effort, fee impact, timeline impact, acceptance implications and dependencies.
- 6.3 Pending approval, the Service Provider may continue the existing approved scope or pause the affected work where continuation would cause avoidable rework or cost.
- 6.4 The template in Schedule D may be used to document approved changes.

7. Fees, Invoicing and Taxes

- 7.1 The Client shall pay the fees specified in Schedule C in the agreed currency and according to the agreed milestones or billing intervals.



7.2 Unless otherwise stated, invoices are payable within _____ calendar days from the invoice date, without set-off or deduction except where required by applicable law.

7.3 Fees are exclusive / inclusive of applicable taxes: _____. Each party remains responsible for taxes legally imposed on it.

7.4 Approved out-of-pocket expenses, third-party fees and usage-based charges shall be handled as stated in Schedule C.

7.5 Where an undisputed amount is overdue, the Service Provider may, after written notice and any legally required cure period, suspend affected Services until payment is received. The parties shall specify any late-payment charge or statutory interest in Schedule C.

8. Timeline, Resourcing and Project Management

8.1 Dates in Schedule B are target dates unless expressly identified as fixed contractual deadlines.

8.2 The parties shall manage the Project through the contacts and governance process identified in Schedule A, including status reporting, decision logs and risk escalation.

8.3 The Service Provider may replace assigned personnel with personnel of reasonably comparable capability. Named key-person commitments, if any, must be recorded in Schedule A.

8.4 If a dependency, approval or Client input is delayed, the Service Provider may revise the affected schedule and resource plan after giving reasonable notice.

9. Intellectual Property Rights

9.1 Each party retains ownership of materials, methods, code, trademarks, data and intellectual property it owned or developed independently before the Project ("Background Materials").

9.2 Ownership and licensing of project-specific Deliverables shall be selected and completed below, subject to full payment of all amounts due:

Selected Model Assignment / Exclusive License / Non-exclusive License / Other: _____	Transfer Trigger _____ _____
Territory _____ _____	Term _____ _____
Permitted Uses _____ _____	Portfolio Rights Yes / No / Conditions: _____

9.3 Unless expressly assigned, the Service Provider retains ownership of its Background Materials, reusable frameworks, generic components, know-how, processes, templates, utilities and improvements that do not disclose Client Confidential Information.

9.4 To the extent any retained Service Provider material is embedded in a paid Deliverable, the Client receives the license specified in the completed commercial terms as necessary to use that Deliverable for its agreed purpose.

9.5 The Client warrants that it has the rights necessary for the Service Provider to use Client Materials as instructed and grants a limited license for the duration of the Project.

10. Third-Party Materials, Open Source and Accounts

10.1 Deliverables may depend on Third-Party Materials, including cloud services, APIs, libraries, platforms, hosting, payment services, AI models, fonts or media.



10.2 Third-Party Materials remain subject to their owners' licenses, pricing, availability, acceptable-use rules and privacy terms. Unless expressly included, the Client is responsible for obtaining and maintaining required third-party accounts and subscriptions.

10.3 The Service Provider shall identify material known third-party dependencies in Schedule A or technical documentation. Open-source components remain subject to their applicable licenses.

10.4 The Service Provider is not responsible for changes, outages, restrictions or discontinuation imposed by third parties, but shall reasonably cooperate in evaluating alternatives under an approved Change Request.

11. Confidentiality

11.1 Each receiving party shall protect the other party's Confidential Information using at least reasonable care and shall use it only for performing or receiving the Services.

11.2 A receiving party may disclose Confidential Information only to personnel and professional advisers who need it for the Project and are bound by appropriate confidentiality obligations, or where disclosure is required by law or valid authority.

11.3 Confidentiality obligations do not apply to information that the receiving party can demonstrate was lawfully known without restriction, independently developed, lawfully received from another source, or publicly available without breach.

11.4 Upon termination or written request, each party shall return or securely delete the other party's Confidential Information, subject to legal retention duties, backup cycles and evidence-preservation requirements.

Confidentiality Term _____ years after termination / Other: _____	Special Security Classification _____ _____
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12. Data Protection and Security

12.1 Each party shall comply with the data-protection and cybersecurity laws applicable to its role, activities and jurisdiction.

12.2 Before any personal data is processed on the Client's behalf, the parties shall determine whether a separate data-processing agreement, security schedule or cross-border transfer mechanism is required.

12.3 The Client shall not provide production personal data, secrets or regulated information unless such use is necessary, disclosed in advance and covered by approved safeguards.

12.4 Security requirements, hosting region, access controls, retention, backups, incident reporting and deletion obligations shall be recorded in Schedule A or a dedicated security schedule.

Personal Data In Scope Yes / No / To be confirmed: _____	Hosting / Processing Region _____ _____
Security Schedule Attached Yes / No	Data Processing Agreement Attached Yes / No

13. Warranties, Defect Correction and Support

13.1 Each party warrants that it has authority to enter into and perform the completed Agreement.

13.2 The Service Provider warrants that the Services will be performed with reasonable professional skill and care and that Deliverables will materially conform to the agreed Acceptance Criteria during the warranty period specified below.

Warranty Period	Support Period
------------------------	-----------------------

_____ days from acceptance	_____ _____
Support Hours _____ _____	Response Targets _____ _____

13.3 The warranty does not cover issues caused by unauthorized modifications, misuse, unsupported environments, Client or third-party systems, inaccurate data, excluded requirements or failure to follow documentation.

13.4 Ongoing maintenance, monitoring, hosting, content updates, enhancements and service-level commitments apply only when expressly included in Schedule A or a separate support agreement.

14. Risk Allocation, Liability and Indemnities

Legal review required

This section materially allocates legal and financial risk. Complete it only after review by qualified counsel in the selected governing jurisdiction.

14.1 Neither party excludes liability that cannot lawfully be excluded or limited.

14.2 Subject to Section 14.1, the parties shall specify below the agreed exclusions, liability cap, excluded categories of loss and any separate caps:

General Liability Cap _____ _____	Cap Calculation Period _____ _____
Excluded Loss Categories _____ _____	Separate Data / Security Cap _____ _____
Separate IP Cap _____ _____	Insurance Requirements _____ _____

14.3 Any indemnity obligation must be expressly stated in the completed execution copy, including scope, exclusions, claim control, notice duties and settlement authority.

14.4 The parties acknowledge that project risks, dependencies and assumptions identified in Schedule A form part of the agreed allocation of responsibility.

15. Suspension and Termination

15.1 Either party may terminate for material breach if the breach is not remedied within _____ days after written notice, or immediately where the breach cannot be remedied, subject to applicable law.

15.2 Either party may terminate on insolvency-related events to the extent permitted by applicable law.

15.3 A termination-for-convenience right applies only if completed below:

Convenience Termination Permitted / Not permitted	Notice Period _____ _____
Early Termination Fee	Transition Assistance



_____	_____
_____	_____

15.4 On termination, the Client shall pay undisputed fees for Services performed, accepted Deliverables, committed non-cancellable third-party costs and any agreed termination charges.

15.5 Subject to payment and applicable rights, the Service Provider shall provide completed paid-for Deliverables and reasonable transition materials expressly included in the Agreement.

15.6 Clauses intended by their nature to survive termination, including confidentiality, accrued payment, intellectual property, liability, dispute and record-retention provisions, shall survive.

16. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations already due. The affected party shall notify the other, take reasonable mitigation steps and resume performance when practicable. If the event continues for more than _____ days, either party may exercise any termination right stated in the completed Agreement.

17. Publicity, Portfolio and Non-Solicitation

17.1 Neither party may issue a public announcement using the other party's name, trademarks or confidential project details without prior written approval, except as legally required.

17.2 Portfolio and case-study permission shall be selected in Section 9 and may be subject to launch date, confidentiality, attribution and approval conditions.

17.3 Any non-solicitation restriction must be expressly completed below and reviewed for enforceability in the selected jurisdiction:

Non-Solicitation Applies Yes / No	Restricted Persons _____ _____
Restriction Period _____ _____	Permitted Recruitment Exceptions _____ _____

18. Notices

Formal notices under this Agreement shall be sent to the addresses below by the agreed delivery method. Operational project communications do not constitute formal legal notice unless expressly stated.

Party	Notice Contact	Email	Address / Method
First Party	_____	_____	_____ _____
Second Party	_____	_____	_____ _____

A notice is deemed received according to the rule selected here:

_____.

19. Escalation and Dispute Resolution

19.1 Before commencing formal proceedings, the parties shall attempt in good faith to resolve disputes through the following escalation path:

Operational Escalation _____ _____	Executive Escalation _____ _____
Negotiation Period _____ _____	Mediation Required / Optional / Not applicable
Arbitration / Courts _____ _____	Seat / Venue _____ _____

19.2 Nothing prevents a party from seeking urgent interim or protective relief where legally available.

20. Governing Law and General Terms

Governing Law _____ _____	Exclusive Jurisdiction / Forum _____ _____
Agreement Language _____ _____	Priority of Documents _____ _____

20.1 This Agreement and its completed schedules constitute the entire agreement regarding the Project and supersede prior proposals, discussions and representations on the same subject, except for terms expressly preserved in writing.

20.2 If documents conflict, the priority order specified above applies. No purchase-order or portal term changes this Agreement unless expressly accepted in writing by both parties.

20.3 Amendments and waivers must be in writing and approved by authorized representatives. A failure or delay in exercising a right is not a waiver.

20.4 Neither party may assign the completed Agreement except as expressly permitted here:
_____, subject to applicable law.

20.5 If a provision is invalid or unenforceable, it shall be adjusted or severed to the minimum extent necessary, and the remaining provisions continue in effect.

20.6 The relationship is that of independent contracting parties. Nothing creates a partnership, agency, fiduciary relationship or employment relationship unless expressly stated.

20.7 The Agreement may be signed in counterparts and by an agreed lawful electronic-signature method. The execution method must be confirmed for the selected jurisdiction.



SCHEDULE A

Statement of Work and Project Scope

Project Name _____ _____	Project Code _____ _____
Client Project Owner _____ _____	ValtQ Project Owner _____ _____
Target Start Date _____ _____	Target Completion Date _____ _____

A.1 Project objectives

A.2 Included services

- _____
- _____
- _____
- _____
- _____
- _____

A.3 Excluded services

- _____
- _____
- _____
- _____

A.4 Technical scope and environments

Area	Approved Detail
Architecture / Stack	_____ _____
Hosting / Cloud	_____ _____
Integrations / APIs	_____ _____



Area	Approved Detail
Data Migration	
Security Requirements	
Browser / Device Support	
Languages / Localization	

A.5 Assumptions, dependencies and risks

ID	Assumption / Dependency / Risk	Owner	Action / Due Date
A-01			
A-02			
A-03			
A-04			

SCHEDULE B

Deliverables, Milestones and Acceptance

#	Phase / Deliverable	Target Date	Acceptance Criteria	Status
1	Discovery / Requirements	_____	_____ _____	_____
2	UX / UI Design	_____	_____ _____	_____
3	Development Iteration 1	_____	_____ _____	_____
4	Development Iteration 2	_____	_____ _____	_____
5	Quality Assurance / UAT	_____	_____ _____	_____
6	Deployment / Launch	_____	_____ _____	_____
7	Handover / Documentation	_____	_____ _____	_____

B.1 Acceptance contacts

Client Acceptance Owner _____ _____	ValtQ Delivery Owner _____ _____
Review Period _____ Business Days	Acceptance Method Email / Portal / Signed Form / Other: _____

B.2 Known backlog / deferred items

- _____
- _____
- _____
- _____
- _____



SCHEDULE C

Fees, Invoicing and Payment Schedule

Commercial Model Fixed / T&M / Retainer / Hybrid: _____	Currency _____ _____
Tax Treatment _____ _____	Invoice Due Period _____ calendar days
Approved Expenses _____ _____	Late Payment Terms _____ _____

Payment / Milestone	Amount / %	Invoice Trigger	Due Date
Initial / Mobilization	_____	_____	_____
Milestone 1	_____	_____	_____
Milestone 2	_____	_____	_____
Pre-Launch	_____	_____	_____
Final / Handover	_____	_____	_____

C.1 Third-party and usage-based costs

Item	Provider	Billing Owner	Estimate / Limit
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE D

Change Request Form

Change Request Number _____ _____	Request Date _____ _____
Requested By _____ _____	Priority Low / Medium / High / Critical
Related Deliverable _____ _____	Decision Deadline _____ _____

D.1 Requested change and business reason

D.2 Impact assessment

Impact Area	Assessment
Scope	_____ _____
Delivery Timeline	_____ _____
Fees / Costs	_____ _____
Security / Data	_____ _____
Acceptance / Other Risks	_____ _____

D.3 Approval

ValtQ: Name / Title _____ Decision: Approve / Reject Signature / Date _____
Client: Name / Title _____ Decision: Approve / Reject Signature / Date _____

EXECUTION

Signature Page

Execution status

The public template remains non-binding and unsigned. Use this page only after all blanks, schedules and legal terms have been completed and approved.

The parties, acting through their duly authorized representatives, agree to the completed terms of this Agreement and its attached schedules as of the Effective Date.

FIRST PARTY - ValtQ	SECOND PARTY - CLIENT
Legal name _____	Legal name _____
Authorized signatory _____	Authorized signatory _____
Title / capacity _____	Title / capacity _____
Signature _____	Signature _____
Date _____	Date _____
Company stamp (if applicable) _____	Company stamp (if applicable) _____

Agreement attachments checklist

- ☐ Schedule A - Statement of Work completed
- ☐ Schedule B - Deliverables and acceptance completed
- ☐ Schedule C - Fees and payment terms completed
- ☐ Schedule D - Change Request form included
- ☐ Data Processing / Security Schedule attached, where required
- ☐ Final legal review completed
- ☐ Signing authority verified for both parties