

# K9 Bytes Software - Custom Programming Agreement

Business Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize K9 Bytes Software to start the custom programming development in my behalf. I have attached the requested "work scope" (definition of the work to be completed) and I have already received a quote from K9 Bytes Software. I understand and agree to the terms and conditions as described to me by K9 Bytes Software. To this extent, I agree to and understand the following apply to my request for custom programming development:

1. Any modifications from the original "Project Scope" will have to be addressed in a future custom programming project. No changes will be made to on-going projects.
2. Initial development of custom projects often includes bugs or errors. The client realizes these are likely to happen and agrees to hold K9 Bytes Software "forever harmless" from any loss resulting in such bugs. Finding and resolving bugs is part of the development process.
3. License of Software. Upon payment in full of all amounts due to the Developer, the Developer shall grant to the Customer a perpetual, world-wide, nontransferable license to the object code version of the Software Modifications, subject to the terms and conditions of this Agreement. Such license shall be limited to the right to install the computer software portion of the Software Program containing the Software Modifications on computer systems owned, leased, or controlled by Customer, utilize the Software Programs containing the Software Modifications for its own internal purposes, and make sufficient copies of the Software Program containing the Software Modifications for backup purposes and as reasonably necessary to exercise the right to use the Software Programs as permitted hereunder. This Agreement shall not provide Customer with the right of ownership or title in and to the Software Programs containing the Software Modifications but rather, Customer's rights shall be limited to the scope of license provided herein. Customer shall not take any action or permit any occurrence that would create a lien or encumbrance on the Software Program containing the Software Modifications or the copyright thereto, or create any cloud on Developer's title thereto. Customer shall not use the Software Program containing the Software Modifications in such a manner that may infringe upon the rights of any other party.
4. Warranty Disclaimers. Other than as specifically set forth in this Agreement, THE DELIVERABLES ARE DELIVERED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE OR NONINFRINGEMENT UPON THE RIGHTS OF ANY OTHER PARTY. DEVELOPER MAKES NO WARRANTY THAT THE DELIVERABLES WILL BE FREE FROM ERRORS OR BUGS. DEVELOPER MAKES NO WARRANTY THAT THERE WILL BE UNINTERRUPTED OPERATION OF THE DELIVERABLES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE PROGRAMMING SERVICE.

\_\_\_\_\_  
Print Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

What is the best phone number to reach you at? \_\_\_\_\_