



# SOFTWARE PROJECT AGREEMENT

This Software Project Agreement ("Agreement") is made and entered into as of [Date], by and between:

Sebez System Technology  
Bisrate Gebriel, Addis Ababa  
Ethiopia.

AND

[Client's Name]  
[Client's Address]  
[Client's City, State, ZIP Code]  
[Client's Contact Information]  
("Client")

## 1. Definitions

1.1 "Software": The software application, including all associated documentation, developed under this Agreement.

1.2 "Services": The software development services provided by the Company, including but not limited to design, development, testing, deployment, and maintenance of the Software.

1.3 "Project": The specific software project to be developed as outlined in the "Scope of Work" (Exhibit A).

## 2. Scope of Work



2.1 The Company agrees to develop the Software in accordance with the Scope of Work attached as Exhibit A.

2.2 Any changes to the Scope of Work must be agreed upon in writing by both parties and may result in additional charges.

### 3. Project Timeline

3.1 The Company will begin work on the Project on [Start Date].

3.2 The estimated completion date of the Project is [Completion Date]. Any delays caused by the Client, including failure to provide necessary information or approvals, may result in a revised completion date.

### 4. Payment Terms

4.1 Total Project Cost: The total cost of the Project is [Total Amount].

4.2 Payment Schedule:

- [Percentage]% upon signing this Agreement.
- [Percentage]% upon completion of [Milestone].
- [Percentage]% upon final delivery of the Software.

4.3 Invoices are payable within [Number] days of receipt. Late payments may result in a [Percentage]% late fee.

### 5. Ownership of Intellectual Property

5.1 The Company shall retain ownership of all intellectual property rights in the Software until full payment is received.



5.2 Upon full payment, the Client will receive a non-exclusive, perpetual license to use the Software as outlined in the Scope of Work.

## 6. Confidentiality

6.1 Both parties agree to maintain the confidentiality of all proprietary information received during the course of the Project.

6.2 This confidentiality obligation will survive the termination of this Agreement.

## 7. Warranties and Representations

7.1 The Company warrants that the Software will substantially conform to the specifications outlined in the Scope of Work for a period of [Warranty Period] from the date of delivery.

7.2 The Client acknowledges that software is inherently complex and may have minor bugs or errors.

## 8. Limitation of Liability

8.1 The Company shall not be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

8.2 The Company's total liability under this Agreement shall not exceed the amount paid by the Client for the Services.

## 9. Termination

9.1 Either party may terminate this Agreement with [Number] days' written notice if the other party breaches any material term of this Agreement.



**SEBEZ SYSTEM TECHNOLOGY**

9.2 In the event of termination, the Client shall pay the Company for all work performed up to the termination date.

**10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ethiopia, without regard to its conflict of law principles.

**11. Entire Agreement**

This Agreement, including the Scope of Work, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, or understandings.

**12. Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**13. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Software Project Agreement as of the date first above written.

Company: Sebez System Technology

\_\_\_\_\_

[Name], [Title]

Date: \_\_\_\_\_

Client: [Client's Name]

\_\_\_\_\_

[Name], [Title]

Date: \_\_\_\_\_