

SOFTWARE DEVELOPMENT CONTRACT: PRE-SIGNING CHECKLIST

Modern considerations

- Is the scope clearly defined (features, platforms, integrations)?
- Are non-functional requirements included (performance, security, scalability)?
- Are deliverables tied to testable evidence (demo, staging link, test cases)?
- Are out-of-scope items explicitly listed to prevent scope creep?

Payment terms

- Are payment milestones tied to deliverables (not just dates)?
- Is the pricing model clear (Fixed Price / T&M / Hybrid / Capped T&M)?
- Is payment released only after written acceptance (not auto-accept after X days)?
- Are late payment rules defined (grace period, pause-of-work, restart terms)?

Acceptance criteria

- Are acceptance criteria clearly defined for each milestone?
- Is there a clear review and feedback timeline?
- Are bug severity thresholds defined (blocker/critical/major/minor)?
- Is defect rework included at no extra cost during the acceptance window?

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Intellectual property

- Does the contract clearly state who owns the source code?

- When does ownership transfer (payment + acceptance + explicit assignment)?

- Will you have access to the Git repository during development (not only at handover)?

- Is open-source usage disclosed (with license compliance responsibility)?

Post-delivery support

- Is post-launch support included or optional?

- Are response times and support hours clearly defined?

- Is there an SLA for incident response, bug fixes, or uptime (if applicable)?

- Is incident response clearly separated from feature requests (scope + pricing)?

Termination and handover

- Are termination scenarios defined (for cause / for convenience)?

- Does termination guarantee handover of code, documentation, and credentials?

- Do you retain admin access to cloud accounts and production systems (not vendor-owned)?

- Is transition support included (e.g., 2–4 weeks handover assistance)?

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Modern considerations

- Are AI-assisted development terms addressed (usage + ownership)?
- Are AI tools restricted from training on your confidential code/data?
- Are data protection and privacy obligations clearly defined (GDPR/CCPA if relevant)?
- For cross-border teams, are governing law and dispute resolution clearly stated?

Post-delivery support

- Is liability capped and clearly defined (what's included vs excluded)?
- Who is responsible for security incidents or data breaches and what are notification timelines?
- Is there a dispute escalation path (PM → exec → mediation) before legal action?