

MOBILE APP DEVELOPMENT AGREEMENT

1. 1. Parties and Definitions

This Mobile Application Development Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [DEVELOPER NAME], a [ENTITY TYPE] located at [DEVELOPER ADDRESS] (the "Developer"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). "App" means the mobile application, source code, assets, backend services, and documentation created for the Client under this Agreement. "Specification" means the requirements and designs attached as Exhibit A together with any approved change orders. "Store" means the Apple App Store, Google Play, or any other distribution platform named in Exhibit A. "Defect" means a reproducible failure of the App to perform materially in accordance with the Specification.

2. 2. Scope, Platforms, and Supported Devices

The Developer will design and build the App for the following platforms: [PLATFORMS, e.g., iOS and Android], implemented as [IMPLEMENTATION, e.g., native Swift and Kotlin, React Native, or Flutter]. Supported operating system versions are [OS VERSION FLOOR, e.g., the two most recent major releases of iOS and Android] and supported form factors are [FORM FACTORS, e.g., phone only, phone and tablet]. Included functionality is described in Exhibit A and covers [FEATURE SUMMARY, e.g., account creation, onboarding, core workflow, push notifications, and in-app purchase]. Excluded unless separately quoted: tablet-specific layouts, watch or TV applications, offline synchronization, localization beyond [DEFAULT LANGUAGE], accessibility conformance beyond reasonable platform defaults, admin web portals, and marketing website work.

3. 3. Backend, APIs, and Third-Party Services

The App will connect to [BACKEND DESCRIPTION, e.g., a backend built by the Developer under this Agreement, or an existing API supplied by the Client]. Where the Client supplies the API, the Client is responsible for its availability, performance, documentation, and changes, and the Developer is not liable for defects caused by it. Third-party services required by the App, including hosting, push notification services, authentication providers, payment processors, mapping, and analytics, are procured and paid for by the Client in its own accounts. The Developer will identify anticipated services and their expected costs before integration. If a third-party service changes its API, pricing, or terms during the engagement, resulting rework is handled as a change order under Section 5.

4. 4. Developer Accounts, Certificates, and Credentials

The App will be published under developer accounts owned and paid for by the Client: [ACCOUNT OWNERSHIP DETAILS, e.g., Apple Developer Program account and Google Play Console account registered to the Client]. The Client will add the Developer as a limited-access member of those accounts and will keep ownership of the accounts, signing certificates, provisioning profiles, keystores, and listing content at all times. Where the Developer temporarily holds signing keys or credentials, it will store them securely, use them only for this engagement, and transfer them to the Client on request or at handover. If the Client asks the Developer to publish under an account of the Developer, the Parties will document a transfer plan and the Client accepts the migration risk that publishing under another account creates.

5. 5. Milestones, Change Control, and Client Responsibilities

Work proceeds according to the milestones and target dates in Exhibit A. Either Party may request a change to the Specification in writing, and the Developer will respond within [CHANGE RESPONSE PERIOD, e.g., five

business days] with the cost at [CHANGE ORDER RATE] and the schedule impact; no change takes effect until both Parties approve it in writing. The Client will name a product owner authorized to make decisions, will supply designs, content, brand assets, test accounts, and API credentials on schedule, and will respond to questions and approval requests within [RESPONSE WINDOW, e.g., three business days]. Delay by the Client or a third-party dependency extends affected dates by at least the length of the delay, and standby time beyond [STANDBY THRESHOLD] is billable at [STANDBY RATE].

6. 6. Testing, Beta Distribution, and Acceptance

The Developer will test the App on a representative device matrix agreed in Exhibit A and will distribute builds for Client review through [BETA CHANNEL, e.g., TestFlight and Google Play internal testing]. The Client has [ACCEPTANCE PERIOD, e.g., ten business days] after each build is made available to test it against the acceptance criteria and to deliver one consolidated written list of Defects. A milestone is accepted when the Client approves it in writing, when the acceptance period passes without a written Defect list, or when the Client releases the build publicly. The Developer will correct reported Defects within [CORRECTION PERIOD, e.g., ten business days]. Items that are not Defects are change requests under Section 5. Crash-free session rate and other quality targets, if any, are stated here: [QUALITY TARGETS].

7. 7. App Store Submission, Review, and Rejection

The Developer will prepare submission builds, upload them to the applicable Store, and assist with listing metadata, screenshots, age rating, and required privacy disclosures. The Client is responsible for the accuracy of listing content, marketing claims, and any legal pages the Store requires, including a published privacy policy and terms of use. Neither Party controls Store review outcomes or timelines. If a build is rejected for reasons within the control of the Developer, such as a crash, a broken flow, or a missing technical requirement, the Developer will correct and resubmit at no additional charge. If a build is rejected for reasons outside that control, including business model objections, content policy, missing account deletion or subscription requirements, or a change in Store rules after the Specification was agreed, the resulting work is billable at [CHANGE ORDER RATE] and the launch date moves accordingly. The Developer makes no guarantee that the App will be approved or remain available on any Store.

8. 8. Privacy Disclosures, SDKs, and Permissions

The Developer will maintain a written list of every third-party SDK and library embedded in the App, its purpose, the data it collects, and its license, and will deliver that list at each milestone. The Developer will implement only the device permissions and tracking behavior described in Exhibit A and will not add analytics, advertising, or identifier-based tracking without written approval from the Client. The Client is responsible for the content and accuracy of the Store privacy questionnaire, its published privacy policy, and any consent flows required by applicable law, using the SDK and data inventory supplied by the Developer. Where the App is directed at children or collects sensitive categories of data, the Client will inform the Developer in writing before development begins so that platform and legal requirements can be built in rather than retrofitted.

9. 9. Fees and Payment

The total fee is [TOTAL FEE] on a [FEE MODEL, e.g., fixed price per milestone or time and materials at the rates in Exhibit B] basis, invoiced as [MILESTONE PAYMENT SCHEDULE], with a deposit of [DEPOSIT AMOUNT] due before work begins. Invoices are due within [PAYMENT TERM, e.g., 15 days] and past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less. If an undisputed invoice is more than [SUSPENSION TRIGGER, e.g., 21 days] overdue, the Developer may suspend work, withhold submission builds, and pause access to unreleased code after written

notice. Store fees, developer program fees, third-party service charges, device purchases, and paid testing tools are not included in the fee and are the responsibility of the Client.

10. 10. Intellectual Property and Source Code

On receipt of full payment for the applicable milestone, the Developer assigns to the Client all right, title, and interest in the App code, designs, and documentation created specifically for the Client, including all copyrights. Until payment is received, the Developer retains all rights and the Client may not release the App publicly. The Developer retains ownership of pre-existing and independently developed frameworks, boilerplates, components, and know-how (the "Developer Materials") and grants the Client a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, modify, and sublicense them as embedded in the App. Third-party SDKs, fonts, icons, and libraries remain governed by their own licenses and are not assigned. Code is maintained in a repository at [REPOSITORY LOCATION] to which the Client has read access during the engagement and administrative access on payment.

11. 11. Launch, Handover, and Maintenance

On release, the Developer will deliver the repository, build and release documentation, signing assets held on behalf of the Client, environment configuration, the SDK inventory, and a walkthrough of the release process of up to [TRAINING HOURS]. For [WARRANTY PERIOD, e.g., 60 days] after public release, the Developer will fix Defects at no charge. The warranty does not cover changes made by others, failures of third-party services, Store policy changes, or breakage caused by a new operating system release. The Parties acknowledge that mobile platforms publish breaking changes regularly and that keeping the App functional requires ongoing work. Maintenance, monitoring, OS compatibility updates, and support are available under a separate agreement at [MAINTENANCE RATE] or a monthly retainer of [RETAINER AMOUNT].

12. 12. Confidentiality and Data Protection

Each Party will keep confidential the non-public information of the other, including source code, product plans, unreleased features, metrics, credentials, and user data, will use it only to perform this Agreement, and will protect it with at least reasonable care. Where the Developer processes personal data of end users on behalf of the Client, it will act only on documented instructions, restrict access to personnel who need it, apply reasonable technical and organizational safeguards, and notify the Client without undue delay and in any event within [BREACH NOTICE PERIOD, e.g., 72 hours] of becoming aware of a security incident. Production user data will not be used in test environments unless anonymized or approved in writing. The Parties will execute a data processing addendum where applicable law requires one. These obligations survive termination for [CONFIDENTIALITY PERIOD, e.g., five years], and indefinitely for source code and trade secrets.

13. 13. Term, Termination, and Transition

This Agreement begins on the Effective Date and continues until the App is released and accepted or until terminated. Either Party may terminate for convenience on [TERMINATION NOTICE, e.g., 30 days] written notice, or immediately for a material breach not cured within [CURE PERIOD, e.g., 15 days] after written notice. On termination, the Client will pay for all work performed and approved costs incurred through the termination date, and the Developer will deliver all paid work product, transfer signing assets and credentials, and remove itself from the developer accounts of the Client within [HANDOVER PERIOD, e.g., 15 days]. Transition assistance beyond that handover is available at [TRANSITION RATE]. Provisions on intellectual property, confidentiality, warranty, liability, indemnification, and governing law survive.

14. 14. Warranties, Liability, Indemnification, and Governing Law

The Developer warrants that the work will be performed in a professional and workmanlike manner by qualified personnel and that the App as delivered will not knowingly infringe third-party rights. The Client warrants that content, trademarks, data, and business claims it supplies are lawful and properly licensed. Except as expressly stated, the App is provided without further warranty, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and the Developer does not warrant Store approval, ranking, download volume, or revenue. Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits or data, and the total liability of each Party will not exceed the fees paid under this Agreement in the [LIABILITY CAP PERIOD, e.g., twelve months] before the claim, except for breach of confidentiality, indemnity obligations, or willful misconduct. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties in this section. This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and disputes will be escalated to senior representatives and then mediated in [MEDIATION LOCATION] before suit is filed in the state or federal courts located in [VENUE COUNTY AND STATE]. This Agreement with its exhibits and signed change orders is the entire agreement between the Parties and supersedes prior proposals, and any conflicting purchase order terms are rejected. Amendments must be in writing and signed by both Parties. Neither Party may assign without consent except to a successor of substantially all of its business. If a provision is unenforceable the remainder stays in effect, and neither Party is liable for delay caused by events beyond its reasonable control, including platform outages and Store policy changes.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

DEVELOPER: [DEVELOPER NAME]. Signature: _____. Printed Name: [DEVELOPER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Mobile applications are subject to platform rules that change frequently, and to privacy, consumer protection, accessibility, and childrens data laws that vary by jurisdiction and by the audience of the app. Review and adapt this document for your own facts, and consult a licensed attorney before using it for an app that handles payments, health data, or data from minors. Use of this template does not create an attorney-client relationship with ScanContract.