

Example: the clauses buyers forget, filled in

A fictional logistics company in Rotterdam commissions a planning platform from a supplier in Belgium. Five clauses, filled in.

Scope in modules

Module 1: planning board for 40 routes a day. Module 2: driver app in Dutch, English and Polish. Module 3: export to the accounting package. Acceptance criteria per module in Schedule 1.

Changes

Change 1, signed 12 March: a second depot in Antwerp. Effect: one extra screen, 6 working days, priced as a new line in Schedule 2 before work starts.

Ownership of the code

All rights in the Software are assigned to the Client on payment of each module. The Supplier's deployment scripts are licensed to the Client, perpetual and royalty-free.

Repository and accounts

Repository in the Client's GitHub organisation from the first commit. Domain and cloud account registered to the Client, the Supplier invited as a user.

Governing law

Dutch law. Courts of Rotterdam. Mediation first, within 30 days of a written notice of dispute.

Software development contract template: the fourteen clauses

Clause	What it settles
1. Parties and purpose	Name the legal entities exactly as registered. A trading name is not a party.
2. Scope in modules	Scope in modules lets you sign, pay and accept per module. Attach the specification as Schedule 1.
3. Price and payment	A fixed price per module puts the risk of the estimate on the Supplier. For time and materials, replace this clause with rates, a weekly report and a cap.
4. Changes	This is the clause that prevents budget drift. Changes are normal; unpriced changes are the problem.
5. Delivery and acceptance	Without a deadline for testing, a module can stay unaccepted forever; without criteria, every test becomes a negotiation.
6. Ownership of the code and intellectual property	In the US, work made for hire covers employees and some commissioned works; in the UK, the EU, Belgium and the Netherlands the author owns the copyright unless it is assigned in writing. Write the assignment out in full.
7. Repository, accounts and access	The single most useful clause for a buyer: you can continue with another supplier at any moment.
8. Hosting, data and security	Article 28 GDPR requires a written processing agreement. Name the hosting region if your customers ask for it.
9. Warranty	A defined warranty period separates defects from new wishes.
10. Support and maintenance	Keep support in a schedule, so it can change without reopening the contract.
11. Liability	Caps are normal; what is excluded from the cap is where lawyers earn their fee. Do not sign this clause unchecked.
12. Confidentiality	Add a non-disclosure agreement before the first call if you share sensitive material.
13. Termination and exit	An exit clause you can actually use makes a supplier relationship safer, not weaker.
14. Governing law and disputes	Cross-border: pick one law and one court. English law is common between UK and EU parties; Belgian or Dutch law between EU parties.