S.T.A.R.

Software development agreement

Commissions software to a specification: delivery, acceptance, warranty, rights in the code.

Identifier	STAR-TPL-SWD--ip-licence_acceptance-y_warranty_months-12-EN
Version	1.0
Date	2026-10-21
Governing law	Italian
Language	English (courtesy translation)

Choices in this template	
Rights in the code	licence to the client
Formal acceptance test	yes
Warranty (months)	12

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

Contents

Article 1 — Parties and subject 3
Article 2 — Timing and delivery 3
Article 3 — Acceptance 3
Article 4 — Price and payment 3
Article 5 — Rights in the Software 3
Article 6 — Warranty 4
Article 7 — Liability 4
Article 8 — Confidentiality and personal data 4
Article 9 — Termination 4
Article 10 — Governing law and jurisdiction 4
Article 11 — Final provisions 4

Article 1 — Parties and subject

1.1 [Party A: name, registered office, tax code/VAT number] (the "Client") commissions [Party B: name, registered office, tax code/VAT number] (the "Developer") to produce the software described in the attached specification (the "Software"): [description].

1.2 The Developer works with its own organisation and at its own risk (Articles 1655 and following, or 2222 and following, of the Civil Code, according to its structure).

1.3 Changes to the specification are agreed in writing, with their effect on price and time.

Article 2 — Timing and delivery

2.1 The Software is delivered by [date], with source code, installation instructions and user documentation.

2.2 Delays caused by the Client or by causes not attributable to the Developer move the delivery date by an equal period.

Article 3 — Acceptance

3.1 The Client carries out the acceptance test within 15 days of delivery, using the acceptance tests agreed in the specification.

3.2 If a test fails, the Client notifies it in writing describing the defect; the Developer corrects it within 15 days and the failed tests are repeated.

3.3 The Software is deemed accepted if all tests pass, or if the Client notifies no defect within the term, or if it uses the Software in production.

Article 4 — Price and payment

4.1 The price is EUR [amount] plus VAT: 30 % on signature, 40 % on delivery, 30 % on acceptance.

4.2 Invoices are payable within 30 days; late payment bears interest under Legislative Decree 231/2002.

Article 5 — Rights in the Software

5.1 The Developer keeps the rights in the Software and grants the Client, on full payment, a perpetual, non-exclusive licence, transferable with the business, with the right to modify it for its own purposes (Law 633/1941).

5.2 Pre-existing components and third-party libraries remain their owners' and are used under their licences, listed in the delivered documentation.

5.3 The Developer warrants that the Software, as far as it wrote it, does not infringe third-party rights.

Article 6 — Warranty

6.1 For 12 months from acceptance the Developer corrects free of charge the defects that make the Software non-compliant with the specification, if notified in writing with the description needed to reproduce them.

6.2 The warranty does not cover defects caused by changes made by the Client or third parties, by use other than as documented, or by environments not listed in the specification.

Article 7 — Liability

7.1 Except for wilful misconduct or gross negligence (Article 1229 of the Civil Code), the Developer's total liability is limited to the price paid and excludes loss of profit.

Article 8 — Confidentiality and personal data

8.1 Each party keeps confidential the other's information learned for the agreement.

8.2 Where the Developer processes personal data on the Client's behalf, the parties sign an agreement under Article 28 of Regulation (EU) 2016/679 (GDPR).

Article 9 — Termination

9.1 If a party fails to perform an essential obligation and does not remedy it within 15 days of a written notice, the other may terminate the agreement (Article 1454 of the Civil Code).

Article 10 — Governing law and jurisdiction

10.1 This agreement is governed by Italian law.

10.2 The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

Article 11 — Final provisions

11.1 This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

11.2 Any amendment must be in writing, failing which it is void.

11.3 If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 7.1 (Liability); 10.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Annex — Legal acts cited

Act	Official title (as verified)	Verified
Regulation (EU) 2016/679 (GDPR)	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)	2026-10-21
Italian Civil Code (Royal Decree 262/1942)	REGIO DECRETO 16 marzo 1942, n. 262	2026-10-21
Legislative Decree 231/2002 (late payments)	DECRETO LEGISLATIVO 9 ottobre 2002, n. 231	2026-10-21
Copyright Law 633/1941	LEGGE 22 aprile 1941, n. 633	2026-10-21

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