

Analysis Result

Summary:

- Scope of Services Party A shall deliver custom software development, maintenance, and IT consultation services based on the project specifications mutually agreed upon in writing by both parties.
- Duration This Agreement shall be valid for a period of 12 months from the date of signing, unless terminated earlier in accordance with the termination clause outlined herein.
- Invoices shall be raised on the 1st of every month and payable within 15 days.
- Service Level Commitment Party A shall ensure 99.5% uptime for deployed software, excluding scheduled maintenance, and shall respond to critical incidents within four hours of notification.
- Upon agreement, a change order shall be issued.
- In case of breach, the Agreement may be terminated with immediate effect after issuing a breach notice.
- Limitation of Liability Party A's liability shall be limited to the amount paid by Party B under this Agreement in the three months preceding the claim.
- Party A shall not be liable for indirect or consequential damages.
- Notices All notices shall be in writing and shall be deemed given when delivered personally, sent via email with acknowledgment, or by registered post to the respective addresses of the parties.
- Severability If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- Amendments No modification or amendment to this Agreement shall be effective unless made in writing and signed by both parties.
- Parties shall remain independent contractors.

Risks:

- Duration This Agreement shall be valid for a period of 12 months from the date of signing, unless terminated earlier in accordance with the termination clause outlined herein.
- Termination Either party may terminate this Agreement with 30 days' prior written notice.
- In case of breach, the Agreement may be terminated with immediate effect after issuing a breach notice.
- Limitation of Liability Party A's liability shall be limited to the amount paid by Party B under this Agreement in the three months preceding the claim.
- Any disputes shall be subject to the jurisdiction of the courts of Bengaluru, Karnataka.
- Dispute Resolution In the event of any dispute, parties shall first attempt amicable resolution.
- If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.