

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made on this 1st day of January 2025, between:

Alpha Solutions Pvt. Ltd., a company incorporated under the laws of India, having its registered office at 123 Business Park, Mumbai, Maharashtra ("Service Provider")

AND

Beta Industries, a company incorporated under the laws of India, having its registered office at 456 Corporate Street, Bangalore, Karnataka ("Client")

WHEREAS the Service Provider agrees to provide consulting services to the Client as described herein.

1. TERM AND TERMINATION

1.1 This Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months unless terminated earlier in accordance with this Agreement.

1.2 Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

1.3 Upon termination, all obligations and rights shall cease except those that by their nature are intended to survive termination.

2. SERVICES

2.1 Services Provider shall provide the services described in Appendix A attached hereto ("Services").

2.2 The Service Provider shall perform the Services with reasonable care and skill.

2.3 The Client shall provide all necessary cooperation and information required for the Service Provider to perform the Services.

3. PAYMENT TERMS

3.1 The Client shall pay the Service Provider a monthly fee of INR 50,000 (Fifty Thousand Rupees Only) for the Services.

3.2 Payment shall be made within 15 days of receipt of invoice.

3.3 Late payments shall attract an interest of 2% per month.

4. CONFIDENTIALITY

4.1 Both parties shall keep confidential all proprietary information disclosed by the other party.

4.2 This obligation shall survive for a period of 3 years after termination of this Agreement.

4.3 Neither party shall disclose confidential information to any third party without prior written consent.

5. INTELLECTUAL PROPERTY

5.1 All intellectual property rights in the deliverables shall vest with the Client upon full payment.

5.2 The Service Provider retains rights to pre-existing intellectual property.

6. LIABILITY

6.1 The Service Provider's liability under this Agreement shall not exceed the total fees paid by the Client in the preceding 6 months.

6.2 Neither party shall be liable for indirect, consequential, or special damages.

7. GOVERNING LAW

7.1 This Agreement shall be governed by the laws of India.

7.2 Any disputes shall be resolved through arbitration in Mumbai, India.

8. FORCE MAJEURE

8.1 Neither party shall be liable for failure to perform due to circumstances beyond reasonable control including acts of God, war, or natural disasters.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

For Alpha Solutions Pvt. Ltd.

For Beta Industries

Authorized Signatory

Name: Rajesh Kumar

Date: January 1, 2025

Authorized Signatory

Name: Priya Sharma