

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into on **15 March 2026**, by and between:

**ABC Solutions Pvt. Ltd.**, a company incorporated under the laws of India, having its registered office at Ahmedabad, Gujarat (“Service Provider”),

AND

**XYZ Technologies Inc.**, a corporation organized under the laws of the State of Delaware, USA, having its principal place of business at New York, USA (“Client”).

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### 1. Scope of Services

The Service Provider agrees to provide software development and related consulting services to the Client as mutually discussed via email and meetings from time to time. The exact deliverables may change based on project requirements and client feedback.

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### 2. Term

This Agreement shall commence on the effective date and shall remain valid for a period of **12 months**, unless terminated earlier as per the terms of this Agreement. The parties may extend the agreement based on mutual understanding.

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### 3. Payment Terms

The Client agrees to pay the Service Provider a total fee of **USD 50,000**, payable in installments. Payments should generally be made within a reasonable time after invoice submission. Any delays shall be communicated by the Client.

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### 4. Confidentiality

Both parties agree to keep confidential any business, technical, or financial information received during the course of the engagement. This obligation shall survive termination of this Agreement.

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### 5. Intellectual Property

All intellectual property developed during the project shall belong to the Client after full payment is received. However, the Service Provider may reuse general knowledge, ideas, or non-client-specific components for future projects.

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## **6. Termination**

Either party may terminate this Agreement by providing written notice if the other party fails to perform its obligations. In such case, payments for work already completed should be settled appropriately.

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## **7. Limitation of Liability**

The Service Provider shall not be liable for any indirect or consequential damages. The total liability, if any, shall not exceed the amount paid under this Agreement.

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## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of **India**. Any disputes may be resolved through discussions or other appropriate means.

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## **9. Force Majeure**

Neither party shall be responsible for delays caused by events beyond reasonable control, including natural disasters, strikes, or governmental actions.

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## **10. Miscellaneous**

This Agreement represents the understanding between the parties and may be modified in writing. Failure to enforce any provision shall not constitute a waiver.

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

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Authorized Signatory  
ABC Solutions Pvt. Ltd.

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Authorized Signatory  
XYZ Technologies Inc.