SERVICE AGREEMENT  
  
This Service Agreement (“Agreement”) is made on 1st September 2025 between:  
  
Provider: ABC Solutions Pvt. Ltd., having its registered office at 123, MG Road, Bengaluru, India (“Service Provider”),  
Client: XYZ Enterprises, having its registered office at 456, Park Street, Mumbai, India (“Client”).  
  
1. Scope of Services  
The Service Provider agrees to provide software development, maintenance, and support services as detailed in Schedule A attached hereto.  
  
2. Term and Termination  
The term of this Agreement shall commence on the Effective Date and continue for a period of 12 months. Either party may terminate this Agreement by providing 30 days written notice. Termination for breach of this Agreement may be immediate.  
  
3. Fees and Payment  
The Client shall pay the Service Provider INR 12,00,000 for the services provided under this Agreement. Payment shall be made in quarterly installments within 15 days of receipt of invoice.  
  
4. Confidentiality  
Both parties agree to maintain strict confidentiality of all information disclosed under this Agreement. Breach of confidentiality will attract penalties as per applicable law.  
  
5. Liability  
The Service Provider’s liability shall be limited to the fees paid under this Agreement. Neither party shall be liable for indirect or consequential losses.  
  
6. Dispute Resolution  
All disputes arising out of this Agreement shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996, in Bengaluru, India.

7. Indemnity  
The Client agrees to indemnify and hold harmless the Service Provider from any claims, damages, or losses arising from Client’s misuse of deliverables.  
  
8. Intellectual Property Rights  
All intellectual property developed under this Agreement shall remain the property of the Service Provider until full payment is received, after which rights shall transfer to the Client.  
  
9. Compliance  
The Service Provider shall comply with all applicable Indian laws, including IT Act 2000, labor laws, and tax regulations.  
  
10. Force Majeure  
Neither party shall be liable for failure to perform due to events beyond their reasonable control, including natural disasters, pandemics, or government actions.  
  
11. Governing Law  
This Agreement shall be governed by and construed in accordance with the laws of India.  
  
12. Entire Agreement  
This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or communications.  
  
Signatures:  
  
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ABC Solutions Pvt. Ltd.  
  
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XYZ Enterprises