Sample Service Agreement Contract (Test Contract)

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between **BrightTech Solutions LLC** ("Service Provider") and **Nova Retail Pvt. Ltd.** ("Client"), effective **March 1, 2024**.

1. Scope of Work

The Service Provider agrees to develop, maintain, and support a retail inventory management system for the Client. All deliverables must meet the specifications provided by the Client.

2. Payment Terms

The Client shall pay the Service Provider a fixed fee of **$25,000**, payable as follows:

- 40% upfront

- 40% upon delivery of the beta version

- 20% after final deployment

Any delay in payment over 15 days will incur a **2% monthly late fee**.

3. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information, business data, pricing details, and customer information. This obligation survives termination of the Agreement.

4. Intellectual Property

All software, source code, designs, and documentation created under this Agreement will remain the exclusive property of the **Client**. The Service Provider may not reuse or distribute any project components without written consent.

5. Contract Duration

This Agreement shall begin on the effective date and remain in effect for a period of **12 months**, unless extended in writing by both parties.

6. Termination

Either party may terminate the Agreement with **30 days written notice**.
 The Client may terminate immediately if the Service Provider breaches confidentiality or fails to meet project deadlines.
 In the event of termination, the Client must pay for work completed up to the termination date.

7. Liability & Indemnity

The Service Provider is liable for direct damages up to the total contract amount.
 The Service Provider is **not liable** for indirect or consequential damages.
 The Service Provider shall indemnify the Client against losses arising from gross negligence or intentional misconduct.

8. Governing Law

This Agreement shall be governed by the laws of **California, USA**.

9. Dispute Resolution

Any dispute arising from this Agreement shall be resolved through **binding arbitration** in San Francisco, California.