

SERVICE AGREEMENT (WITH OUTDATED/OLD

CLAUSES)

1. Purpose of Agreement

The Company agrees to provide technology support and managed IT services to the Client for a period

of 24 months.

2. Data Protection (Outdated Clause)

The Company shall store, access, and retain Client data in accordance with applicable data protection laws, including the Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The Company shall ensure that Client data is deleted or anonymized as required by law.

3. Confidentiality (Outdated Clause)

The Company shall not disclose confidential information to third-party partners without the prior written consent of the Client, unless required by law.

4. Liability Limitation (Risky Clause)

The Company shall be liable for any direct damages caused by its negligence or breach of this Agreement, subject to the limitations and exclusions set forth in applicable law.

5. Termination Rights (Unfair Clause)

The Company reserves the right to terminate this Agreement at any time, without notice, reason, or

compensation to the Client.

6. Payment Terms (Legally Excessive)

Late payment interest shall accrue at a rate of 18% per annum, or the maximum rate permitted by law, whichever is lower.

7. User Tracking and Monitoring (Non-Compliant Clause)

The Company may monitor all user activity within the Client's systems and may share tracking logs with

third parties without Client consent.

8. Intellectual Property (Unfair Clause)

The ownership of intellectual property created during the service period shall be determined in accordance with applicable law, and the parties shall negotiate in good faith to determine the ownership and licensing terms for any such intellectual property.

9. Arbitration (Biased Clause)

Any dispute shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the parties shall mutually select a neutral arbitrator.

10. Governing Law (Invalid Clause)

The governing law for this Agreement shall be determined at a later date by the Company at its discretion.

11. Amendments (Unilateral Clause)

This Agreement may not be amended or modified except in writing signed by both parties.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties.