

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into on **15 March 2025**, by and between **TechNova Solutions Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at Bengaluru, India ("Service Provider"), and **Arjun Mehta**, residing at Mumbai, India ("Client").

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### 1. PURPOSE OF AGREEMENT

The Service Provider agrees to provide software development and maintenance services to the Client, including web application development, backend integration, and technical support, as per the terms set forth in this Agreement.

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### 2. SCOPE OF SERVICES

The Service Provider shall:

- Design and develop a full-stack web application
- Implement secure authentication mechanisms
- Provide post-deployment technical support for a period of six (6) months
- Ensure compliance with standard industry security practices

Any services outside this scope shall require a separate written agreement.

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### 3. PAYMENT TERMS

The Client agrees to pay a total consideration of **₹3,00,000 (INR Three Lakhs)** as follows:

- 40% upon signing this Agreement
- 40% upon completion of development
- 20% after final deployment and acceptance

Late payments beyond 15 days shall attract an interest of 2% per month.

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### 4. CONFIDENTIALITY CLAUSE

Both parties agree to maintain strict confidentiality of all proprietary, technical, and business information shared during the term of this Agreement.

Confidential information shall not be disclosed to any third party without prior written consent, except as required by law.

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### 5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property developed during the course of the project shall remain the exclusive property of the Client upon full payment, except for pre-existing tools and frameworks owned by the Service Provider.

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## 6. TERMINATION CLAUSE

Either party may terminate this Agreement by providing **30 days' written notice**.

In the event of termination:

- The Client shall pay for services rendered up to the termination date
- Confidentiality obligations shall survive termination

Immediate termination may occur in case of material breach or unlawful activity.

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## 7. LIMITATION OF LIABILITY

The Service Provider shall not be liable for indirect, incidental, or consequential damages, including loss of business or profits, arising out of this Agreement.

Total liability shall not exceed the amount paid under this Agreement.

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## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of **India**.

Any disputes shall be subject to the exclusive jurisdiction of the courts of **Bengaluru, Karnataka**.

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## 9. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance due to events beyond reasonable control, including natural disasters, government actions, or network failures.

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## 10. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.

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

### Service Provider:

TechNova Solutions Pvt. Ltd.

Authorized Signatory: \_\_\_\_\_

### Client:

Arjun Mehta

Signature: \_\_\_\_\_