

SERVICE AGREEMENT

Document Name: Master Service Agreement

Effective Date: August 1, 2025

Parties:

- **Acme Solutions Pvt. Ltd.** ("Service Provider")
 - **Beta Innovations LLC** ("Client")
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1. Definitions

1.1 **"Agreement"** means this Master Service Agreement, including all appendices and amendments.

1.2 **"Services"** means the services described in Section 2 and Appendix A.

1.3 **"Deliverables"** means all materials, reports, or products to be provided by Service Provider as specified in Appendix A.

1.4 **"Confidential Information"** means all non-public information disclosed by either party to the other, whether oral, written, or electronic.

1.5 **"Effective Date"** means August 1, 2025.

2. Scope of Services

2.1 Description of Services

Service Provider shall provide software development, maintenance, and support services as detailed in Appendix A.

2.2 Service Levels

Service Provider shall perform the Services in accordance with the service levels set forth in Appendix B ("Service Level Agreement" or "SLA").

2.3 Change Requests

Any changes to the scope of Services must be documented and agreed upon in writing by both parties.

3. Term and Termination

3.1 Term

This Agreement commences on the Effective Date and continues for an initial term of two (2) years unless terminated earlier in accordance with this Section.

3.2 Renewal

The Agreement will automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

3.3 Termination for Convenience

Either party may terminate this Agreement for any reason by providing ninety (90) days' written notice to the other party.

3.4 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days of receiving notice.

3.5 Effects of Termination

Upon termination, Service Provider shall deliver all completed Deliverables and return all Client property. Outstanding payment obligations shall survive termination.

4. Fees and Payment Terms

4.1 Fees

Client shall pay Service Provider the fees set forth in Appendix C.

4.2 Invoices

Service Provider shall submit monthly invoices detailing Services rendered and expenses incurred.

4.3 Payment Terms

Invoices are payable within thirty (30) days of receipt. Late payments are subject to a 1.5% monthly interest charge.

4.4 Taxes

All fees are exclusive of applicable taxes, which shall be borne by the Client.

5. Obligations of the Parties

5.1 Service Provider Obligations

- Perform Services professionally and in accordance with industry standards.
- Assign qualified personnel to the project.
- Comply with all applicable laws and regulations.

5.2 Client Obligations

- Provide timely access to necessary information, resources, and personnel.
 - Review and approve Deliverables within the agreed timeframes.
 - Pay all fees in accordance with Section 4.
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6. Confidentiality

6.1 Obligation of Confidentiality

Each party agrees to keep Confidential Information strictly confidential and not to disclose it to any third party except as required by law or with the other party's prior written consent.

6.2 Exceptions

Confidential Information does not include information that:

- (a) is or becomes public through no fault of the receiving party;
- (b) is lawfully received from a third party without restriction;
- (c) is independently developed without use of Confidential Information.

6.3 Return or Destruction

Upon termination, each party shall return or destroy all Confidential Information of the other party.

7. Intellectual Property

7.1 Ownership of Deliverables

Unless otherwise specified in Appendix D, all Deliverables developed under this Agreement shall be the exclusive property of the Client upon full payment.

7.2 Pre-Existing IP

Each party retains ownership of its pre-existing intellectual property.

7.3 License Grant

Service Provider grants Client a non-exclusive, perpetual license to use any Service Provider Materials incorporated into the Deliverables.

8. Data Protection

8.1 Compliance

Both parties shall comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) and similar regulations.

8.2 Data Security

Service Provider shall implement appropriate technical and organizational measures to protect Client data from unauthorized access, loss, or disclosure.

8.3 Data Breach Notification

Service Provider shall promptly notify Client of any data breach affecting Client data.

9. Warranties and Disclaimers

9.1 Service Provider Warranties

Service Provider warrants that:

- (a) Services will be performed in a professional manner;
- (b) Deliverables will conform to the specifications in Appendix A.

9.2 Disclaimer

Except as expressly provided, Service Provider disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

10. Indemnification

10.1 By Service Provider

Service Provider shall indemnify and hold harmless Client from any third-party claims arising from:

- (a) infringement of intellectual property rights;
- (b) gross negligence or willful misconduct.

10.2 By Client

Client shall indemnify and hold harmless Service Provider from any third-party claims arising from:

- (a) Client's use of the Deliverables in violation of applicable laws;
 - (b) Client's provision of infringing materials.
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11. Limitation of Liability

11.1 Limitation

Except for liability arising from gross negligence, willful misconduct, or indemnification obligations, neither party shall be liable for indirect, incidental, or consequential damages.

11.2 Cap on Liability

Each party's total liability under this Agreement shall not exceed the total fees paid by Client to Service Provider in the twelve (12) months preceding the claim.

12. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or government actions.

13. Notices

13.1 Method of Notice

All notices under this Agreement must be in writing and delivered by hand, email, or certified mail to the addresses specified below or as updated in writing.

13.2 Addresses

- **For Service Provider:**
Acme Solutions Pvt. Ltd.
100 Main Street, Mumbai, MH 400001
Email: legal@acmesolutions.com
 - **For Client:**
Beta Innovations LLC
200 Innovation Drive, San Jose, CA 95134
Email: contracts@betainnovations.com
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14. Governing Law and Dispute Resolution

14.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA.

14.2 Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved by good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in San Jose, California, under the rules of the American Arbitration Association.

15. Miscellaneous

15.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

15.2 Amendments

Any amendment must be in writing and signed by both parties.

15.3 Severability

If any provision is found invalid, the remainder shall remain in effect.

15.4 Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

15.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

16. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Acme Solutions Pvt. Ltd.

By: _____

Name:

Title:

Date:

Beta Innovations LLC

By: _____

Name:

Title:

Date:

17. Appendices

Appendix A: Description of Services and Deliverables

- Detailed project plan
- Software modules to be developed
- Maintenance and support schedule
- Acceptance criteria for Deliverables

Appendix B: Service Level Agreement (SLA)

- Response times for support requests
- Uptime guarantees
- Penalties for SLA breaches

Appendix C: Fee Schedule

- Hourly rates
- Fixed project fees
- Payment milestones

Appendix D: Intellectual Property Provisions

- List of pre-existing IP
 - Licensing terms for third-party components
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