

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on this 27th day of May, 2025 ("Effective Date")

BY AND BETWEEN:

Alpha Solutions Pvt. Ltd.

A company incorporated under the Companies Act, 2013, having its registered office at 123, Tech Park Avenue, Bengaluru, Karnataka, 560001, India
(Hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

Beta Retailers LLP

A limited liability partnership registered under the LLP Act, 2008, having its principal place of business at 456, Market Road, Mumbai, Maharashtra, 400001, India
(Hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

(Service Provider and Client are hereinafter collectively referred to as "Parties" and individually as a "Party")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- **"Services"** means the IT support and maintenance services described in Schedule A.
- **"Confidential Information"** means all information disclosed by either Party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.
- **"Term"** means the duration of this Agreement as set forth in Clause 4.

1.2 Interpretation

- Headings are for convenience only and do not affect interpretation.
- Words importing the singular include the plural and vice versa.

2. SCOPE OF SERVICES

2.1 The Service Provider shall provide the Services to the Client as detailed in **Schedule A** attached hereto and forming an integral part of this Agreement.

2.2 The Service Provider shall use its best efforts, skills, and abilities to perform the Services in a professional and workmanlike manner.

2.3 Any additional services beyond the scope of Schedule A shall be agreed in writing and may be subject to additional fees.

3. FEES AND PAYMENT TERMS

3.1 The Client agrees to pay the Service Provider a monthly fee of **INR 50,000** (Indian Rupees Fifty Thousand only), exclusive of applicable taxes.

3.2 Payment shall be made by the 10th day of each month for services rendered in the preceding month.

3.3 Invoices shall be submitted by the Service Provider on the 1st day of each month. Payment delay beyond 15 days shall attract interest at 1.5% per month.

3.4 All payments shall be made by bank transfer to the account specified by the Service Provider.

4. TERM AND TERMINATION

4.1 **Term:**

This Agreement shall commence on June 1, 2025, and continue for a period of twelve (12) months, unless terminated earlier in accordance with this Agreement.

4.2 **Termination for Convenience:**

Either Party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party.

4.3 **Termination for Cause:**

Either Party may terminate this Agreement with immediate effect by written notice if the other Party breaches any material term and fails to cure such breach within fifteen (15) days of receiving written notice.

4.4 **Effect of Termination:**

Upon termination, the Service Provider shall cease provision of Services, and the Client shall pay for all Services rendered up to the date of termination.

5. CONFIDENTIALITY

5.1 Each Party agrees to maintain in confidence all Confidential Information received from the other Party and not to use such Confidential Information except as permitted under this Agreement.

5.2 The obligations of confidentiality shall survive the termination of this Agreement for a period of three (3) years.

5.3 Confidential Information does not include information that:

- (a) is or becomes public knowledge through no fault of the receiving Party;
- (b) is received from a third party without breach of any obligation of confidentiality;
- (c) is independently developed by the receiving Party.

6. WARRANTIES AND REPRESENTATIONS

6.1 Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement.

6.2 The Service Provider warrants that the Services will be performed in a professional and workmanlike manner.

6.3 Except as expressly provided, the Services are provided “as is” and the Service Provider disclaims all other warranties, express or implied.

7. LIMITATION OF LIABILITY

7.1 In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or relating to this Agreement.

7.2 The total liability of the Service Provider under this Agreement shall not exceed the total fees paid by the Client in the preceding three (3) months.

8. INDEMNIFICATION

8.1 Each Party (“Indemnifying Party”) agrees to indemnify and hold harmless the other Party (“Indemnified Party”) from any and all claims, damages, liabilities, costs, and expenses arising from:

- (a) any breach of this Agreement by the Indemnifying Party;
 - (b) any negligence or willful misconduct by the Indemnifying Party.
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9. FORCE MAJEURE

9.1 Neither Party shall be liable for any failure or delay in performance under this Agreement due to acts beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or government regulations.

10. GENERAL PROVISIONS

10.1 **Governing Law:**

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

10.2 **Dispute Resolution:**

Any disputes arising out of or in connection with this Agreement shall be referred to arbitration in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996.

10.3 **Notices:**

All notices under this Agreement shall be in writing and delivered to the addresses mentioned above.

10.4 **Entire Agreement:**

This Agreement, including all Schedules, constitutes the entire agreement between the Parties.

10.5 Amendment:

No amendment shall be valid unless in writing and signed by both Parties.

10.6 Assignment:

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

SCHEDULE A

Scope of Services

1. 24x7 IT support via phone and email
2. Onsite maintenance visits (twice per month)
3. Software updates and patch management
4. Network monitoring and troubleshooting
5. Data backup and recovery services
6. Monthly performance reports

SCHEDULE B

Payment Details

- Account Name: Alpha Solutions Pvt. Ltd.
- Bank: Indian National Bank
- Account Number: 1234567890
- IFSC: INDB0000123

SIGNATURES

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

For Alpha Solutions Pvt. Ltd.

Signature: _____

Name: Rahul Mehra

Title: Director

Date: _____

For Beta Retailers LLP

Signature: _____

Name: Priya Shah

Title: Managing Partner

Date: _____