**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is entered into on this 1st day of October, 2024, by and between:

**XYZ Tech Solutions Pvt. Ltd.**  
A company incorporated under the Companies Act, 2013, having its registered office at:  
**Address**: 789, Technopark, Sector 18, Gurgaon, Haryana, 122001, India  
**CIN**: U12345HR2010PTC123456  
**PAN**: AAACX1234P  
**Phone**: +91-124-4567890  
**Email**: contact@xyztechsolutions.in  
**Representative**: Mr. Arjun Mehra, Managing Director  
(Hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

AND

**Alpha Services LLP**  
A Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at:  
**Address**: 45, Alpha Towers, Andheri East, Mumbai, Maharashtra, 400069, India  
**LLPIN**: AAA-1234  
**GSTIN**: 27AAFAA1234B1Z7  
**Phone**: +91-22-12345678  
**Email**: support@alphaservices.in  
**Representative**: Ms. Kavita Rao, Partner  
(Hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

**WHEREAS:**

1. The Company is engaged in the business of providing IT solutions and related services.
2. The Vendor is in the business of providing software development and maintenance services.
3. The Company desires to engage the Vendor to provide certain services, and the Vendor agrees to provide such services, on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:**

**1. Scope of Services**

The Vendor agrees to provide the following services to the Company ("Services"):

* **Software Development**: Custom software development as per the specifications provided in **Schedule I** attached hereto.
* **Maintenance & Support**: Ongoing maintenance and support for the software developed under this Agreement.
* **Consultation**: Providing technical consultation and training to the Company’s staff as needed.

**2. Term and Termination**

2.1. This Agreement shall commence on 1st October 2024 and shall continue until 30th September 2025, unless terminated earlier as provided herein.

2.2. Either party may terminate this Agreement by providing 30 days' written notice to the other party.

2.3. The Company may terminate this Agreement with immediate effect if the Vendor fails to perform its obligations or breaches any of the terms of this Agreement.

**3. Compensation**

3.1. The Company agrees to pay the Vendor a total fee of INR 25,00,000 (Indian Rupees Twenty-Five Lakhs Only) for the Services provided under this Agreement.

3.2. Payment Schedule:

* 25% (INR 6,25,000) upon signing this Agreement.
* 50% (INR 12,50,000) upon completion of software development and delivery.
* 25% (INR 6,25,000) upon completion of the maintenance and support phase.

3.3. All payments shall be made within 15 days of receipt of a valid invoice and shall be subject to applicable withholding tax (TDS) as per the Income Tax Act, 1961.

**4. Confidentiality**

4.1. Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.

4.2. This obligation shall survive the termination of this Agreement for a period of two (2) years.

**5. Intellectual Property**

5.1. All intellectual property developed under this Agreement shall be the exclusive property of the Company.

5.2. The Vendor shall have no rights to use any intellectual property created during the course of this Agreement except for the purposes of providing the Services.

**6. Warranties and Representations**

6.1. The Vendor represents and warrants that:

* It has the necessary skills and expertise to provide the Services.
* The Services will be performed in accordance with industry standards.

6.2. The Company represents and warrants that:

* It will provide all necessary information and access required for the Vendor to perform the Services.

**7. Indemnification**

7.1. The Vendor agrees to indemnify and hold harmless the Company from any claims, liabilities, losses, or damages arising out of the Vendor’s performance under this Agreement, except to the extent caused by the Company's negligence or misconduct.

**8. Governing Law and Jurisdiction**

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

8.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Gurgaon, Haryana.

**9. Miscellaneous**

9.1. **Amendments**: Any amendments to this Agreement must be in writing and signed by both parties.

9.2. **Entire Agreement**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

9.3. **Force Majeure**: Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, or government restrictions.

9.4. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered upon receipt if sent by registered post or courier to the addresses mentioned above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**For XYZ Tech Solutions Pvt. Ltd.:**

Mr. Arjun Mehra, Managing Director

**For Alpha Services LLP:**

Ms. Kavita Rao, Partner