

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into between ABC Technologies Pvt Ltd ("Service Provider") and XYZ Enterprises ("Client"). This Agreement defines the terms and conditions under which the Service Provider shall provide professional services to the Client.

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11. **FORCE MAJEURE** Neither party shall be liable for failure to perform due to events beyond reasonable control.
12. **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of India.
13. **DISPUTE RESOLUTION** Disputes shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Chennai.
14. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications.
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2. **SCOPE OF SERVICES** The Service Provider agrees to provide comprehensive software development services including planning, analysis, design, development, testing, deployment, maintenance, and documentation. The scope may include web applications, mobile applications, backend systems, databases, APIs, and integrations. The Client agrees to provide timely feedback, approvals, and required information.

3. **PROJECT MANAGEMENT** The Service Provider shall assign qualified personnel to perform the Services. Project timelines, milestones, and deliverables shall be mutually agreed upon. Any changes requested by the Client shall be documented and may result in changes to cost or timeline.

4. **PAYMENT TERMS** The Client agrees to pay the Service Provider fees as agreed in writing. Payments shall be milestone- based or monthly, as applicable. Delayed payments may attract penalties. All payments shall be made in Indian Rupees unless otherwise agreed.

5. **CONFIDENTIALITY** Both parties acknowledge that they may receive confidential information. Confidential information shall not be disclosed to third parties without prior written consent. This obligation shall survive termination of this Agreement.

6. **INTELLECTUAL PROPERTY** All intellectual property developed during the engagement shall belong to the Client upon full payment. The Service Provider retains the right to reuse generic skills, knowledge, and experience.

7. **DATA PROTECTION** Both parties agree to comply with applicable data protection laws. Personal data shall be processed lawfully and securely.

8. **WARRANTIES** The Service Provider warrants that services shall be performed in a professional manner. Except as expressly stated, no other warranties are provided.

9. **LIMITATION OF LIABILITY** Neither party shall be liable for indirect or consequential damages. Liability shall not exceed the amount paid under this Agreement.

10. **TERMINATION** Either party may terminate this Agreement with thirty (30) days written notice. Upon termination, the Client shall pay for services rendered till date.

11. **FORCE MAJEURE** Neither party shall be liable for failure to perform due to events beyond reasonable control.

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

13. **DISPUTE RESOLUTION** Disputes shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Chennai.

14. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications.

15. AMENDMENTS Any amendments shall be valid only if made in writing and signed by both parties.

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

SERVICE PROVIDER: Authorized Signatory

CLIENT: Authorized Signatory

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