

Rectified Contract - example_20251211122526

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on November 9, 2025, between:

1. AlphaTech Solutions Pvt. Ltd., a company incorporated under the laws of India, having its registered office at Bengaluru ("Service Provider"); and
2. Nova Enterprises LLP, having its principal office at Hyderabad ("Client").

****1. SCOPE OF SERVICES****

The Service Provider agrees to provide software development and maintenance services ("Services") as described in Schedule A.

****2. PAYMENT TERMS****

The Client shall pay the Service Provider INR 5,00,000 per month. Payments shall be made within 15 days of receipt of an invoice.

****3. CONFIDENTIALITY****

Both parties agree to maintain confidentiality regarding proprietary information, trade secrets, and client data. Confidential information shall not be disclosed to any third party without prior written consent.

****4. INTELLECTUAL PROPERTY****

All software, code, and documentation created under this Agreement shall be the property of the Client. The Service Provider retains no ownership rights.

****5. DATA PROTECTION****

The Service Provider shall comply with applicable data protection laws, including the GDPR, when handling personal data of EU citizens. The Service Provider shall implement and maintain adequate security measures to protect personal data, including:

- * Encryption of personal data in transit and at rest
- * Regular backups of personal data
- * Access controls and authentication mechanisms
- * Incident response and breach notification procedures

The Service Provider shall notify the Client in the event of a data breach, providing details of the breach, the affected data, and the actions taken to mitigate the breach.

****6. DATA SUBJECT RIGHTS****

The Service Provider shall comply with data subject rights, including:

- * Right of access: The Service Provider shall provide the Client with access to personal data upon request.
- * Right of rectification: The Service Provider shall rectify any inaccuracies in personal data upon request.
- * Right of erasure: The Service Provider shall erase personal data upon request, except where required by law.

****7. LIABILITY****

The Service Provider's total liability under this Agreement shall not exceed the total fees paid in the preceding three months. The Service Provider shall indemnify the Client against any losses arising from a breach of this Agreement.

****8. TERMINATION****

Either party may terminate this Agreement with 30 days' written notice. In the event of a breach, the non-breaching part

y may terminate immediately.

****9. AUDIT AND INSPECTION****

The Client shall have the right to audit and inspect the Service Provider's systems and facilities to ensure compliance with this Agreement.

****10. COMPLIANCE WITH REGULATIONS****

The Service Provider shall comply with all relevant laws and regulations, including the Indian Information Technology Act, 2000.

****11. DISPUTE RESOLUTION PROCESS****

Any disputes arising from this Agreement shall be resolved by arbitration in Bengaluru, in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by the parties. The arbitrator shall have the power to make a binding award.

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

Note: This is a revised version of the contract, incorporating the missing clauses and strengthening the weak clauses. However, it is essential to have a lawyer review and finalize the contract to ensure compliance with all applicable laws and regulations.