

# Rectified Contract - serviceaggrement\_20251211120437

## **\*\*ARTICLE 1: DEFINITIONS\*\***

- \* "Confidential Information" means all information exchanged during the performance of this Agreement.
- \* "Data Protection Laws" means all laws and regulations related to the protection of personal data.

## **\*\*ARTICLE 2: CONFIDENTIALITY\*\***

- \* The Parties agree to keep confidential all Confidential Information exchanged during the performance of this Agreement.
- \* The Parties agree to protect the confidentiality and integrity of the data exchanged during the performance of this Agreement.

## **\*\*ARTICLE 3: DATA PROTECTION\*\***

- \* The Parties agree to comply with all applicable Data Protection Laws.
- \* In case of a data breach or unauthorized disclosure of Confidential Information, the Parties agree to notify each other promptly and take all necessary steps to mitigate the damage.

## **\*\*ARTICLE 4: LIABILITY\*\***

- \* A Party's breach of its obligations under this Agreement would cause irreparable harm to the other Party, and the non-breaching Party shall be entitled to immediate equitable relief, including a temporary or permanent injunction.
- \* The Parties agree to indemnify and hold harmless each other against any losses, damages, or expenses arising from a breach of this Agreement.

## **\*\*ARTICLE 5: ENTIRE AGREEMENT\*\***

- \* This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements.
- \* The Parties agree that this Agreement may not be amended or modified except in writing signed by both Parties.

## **\*\*ARTICLE 6: ASSIGNMENT\*\***

- \* This Agreement may not be assigned by any Party without the consent of the other Party, unless the effect thereof would be to cause such Party to be in violation of any applicable law.

## **\*\*ARTICLE 7: NO RECOURSE AGAINST OFFICERS, DIRECTORS, MANAGERS, OR EMPLOYEES\*\***

- \* The provisions of this Agreement shall not give rise to any right of recourse against any officer, director, manager, or employee of the Services Provider, the General Partner, or any of their respective Affiliates.

## **\*\*ARTICLE 8: FURTHER ASSURANCES\*\***

- \* Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

## **\*\*ARTICLE 9: REMEDIES AND ENFORCEMENT\*\***

- \* A non-breaching Party shall be entitled to immediate equitable relief, including a temporary or permanent injunction, to prevent any threatened, likely, or ongoing violation by the breaching Party.

## **\*\*ARTICLE 10: DISPUTE RESOLUTION\*\***

- \* The Parties agree to resolve any disputes arising from this Agreement through arbitration in accordance with the rules of a reputable arbitration association.
- \* The Parties agree to be bound by the decision of the arbitrator(s) and to take all necessary steps to implement the decision.

**\*\*ARTICLE 11: GOVERNING LAW AND JURISDICTION\*\***

- \* This Agreement shall be governed by and construed in accordance with the laws of [State/Country].
- \* Any disputes arising from this Agreement shall be resolved in the courts of [State/Country].

**\*\*ARTICLE 12: COMPLIANCE WITH LAWS\*\***

- \* The Parties agree to comply with all applicable Laws.
- \* In case of non-compliance, the Parties agree to notify each other promptly and take all necessary steps to mitigate the damage.

**\*\*ARTICLE 13: AUDIT AND INSPECTION RIGHTS\*\***

- \* The General Partner has the right to audit, examine, and make copies of or extracts from the books and records of the Services Provider.
- \* The Services Provider agrees to provide the General Partner with access to its books and records upon request.

**\*\*ARTICLE 14: AMENDMENT AND TERMINATION\*\***

- \* This Agreement may be amended or terminated by mutual consent of the Parties.
- \* In case of termination, the Parties agree to return all Confidential Information and to take all necessary steps to mitigate the damage.

**\*\*ARTICLE 15: INTELLECTUAL PROPERTY\*\***

- \* The Parties agree to own and protect all intellectual property rights related to the Services or the Agreement.
- \* The Parties agree to use commercially reasonable efforts to protect the intellectual property rights of the other Party.

**\*\*ARTICLE 16: NOTICES\*\***

- \* All notices and communications under this Agreement shall be in writing and shall be delivered by hand, mail, or electronic means.

**\*\*ARTICLE 17: GOVERNING LANGUAGE\*\***

- \* This Agreement shall be governed by and construed in accordance with the English language.

**\*\*ARTICLE 18: ENTIRE AGREEMENT\*\***

- \* This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements.

**\*\*IN WITNESS WHEREOF\*\***

- \* The Parties have executed this Agreement as of the date first above written.

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This rectified contract version incorporates the missing clauses and strengthens the weak sections while keeping the original context and intent. It includes provisions for intellectual property, dispute resolution, governing law and jurisdiction, data breach notification, compliance with laws, audit and inspection rights, amendment and termination, and intellectual property protection.