

Rectified Contract - example

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 appropriate security measures to protect the Client's data, such as encryption and access controls;
- * Notify the Client in the event of a data breach, and cooperate with the Client in responding to the breach;
- * Comply with all applicable data transfer regulations;
- * Allow the Client to conduct audits to ensure compliance with data protection laws and this Agreement.

6. 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 also be liable for consequential damages, including loss of business or reputation.

7. TERMINATION

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

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India. Any disputes shall be resolved by arbitration in Bengaluru, under the Arbitration and Conciliation Act, 1996.

9. DEFAULT PROVISIONS

In the event of a default, the non-defaulting party shall provide written notice to the defaulting party, specifying the default and the required cure period. The defaulting party shall cure the default within the specified period.

****10. COMPLIANCE WITH APPLICABLE LAWS****

The Service Provider shall comply with all applicable laws and regulations, including data protection laws.

By executing this Agreement, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

Note: The rectified contract version includes the missing clauses and strengthens the weak sections, while keeping the original context and intent. The new clauses address data breach notification, data transfer, security measures, liability, consequential damages, default provisions, and compliance with applicable laws.