

Rectified Contract - example_20251211124803

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").

SCOPE OF SERVICES

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

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.

CONFIDENTIALITY

1. Both parties agree to maintain confidentiality regarding proprietary information, trade secrets, and client data.
2. Confidential information shall not be disclosed to any third party without prior written consent.
3. The Service Provider shall maintain confidentiality obligations after termination of this Agreement for a period of [insert time period].
4. The Client reserves the right to audit and inspect the Service Provider's facilities and records to verify compliance with this Agreement.

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.

DATA PROTECTION

1. The Service Provider shall comply with applicable data protection laws, including the GDPR, when handling personal data of EU citizens.
2. The Service Provider shall implement security measures to protect personal data, including [insert specific security measures, e.g., encryption, access controls].
3. The Service Provider shall notify the Client in the event of a data breach, including [insert specific notification requirements, e.g., within 72 hours].
4. The Service Provider shall ensure the Client's data subject rights are respected, including [insert specific obligations, e.g., access, rectification, erasure].

LIABILITY

The Service Provider's total liability under this Agreement shall not exceed the total fees paid in the preceding three months.

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.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws of India.
2. Any disputes shall be resolved by arbitration in Bengaluru, under the Arbitration and Conciliation Act, 1996.
3. The parties agree to submit to the jurisdiction of the courts of India and waive any objections to jurisdiction or venue.

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****GOVERNING LAW FOR EU CITIZENS****

The processing of personal data of EU citizens shall be governed by the GDPR and the laws of the EU member state in which the data subject is resident.

****AUDIT AND INSPECTION RIGHTS****

The Client reserves the right to audit and inspect the Service Provider's facilities and records to verify compliance with this Agreement.

This revised contract includes additional clauses to strengthen confidentiality obligations, data protection requirements, and security measures. It also clarifies governing law for EU citizens and audit and inspection rights.