Rectified Contract - Business_Contracts_300_20251211182830

AGREEMENT FOR [SERVICE/PRODUCT]

This Agreement ("Agreement") is made and entered into on [DATE] ("Effective Date") by and between [PARTY A] ("Customer") and [PARTY B] ("Provider").

1. SCOPE OF WORK

The Provider agrees to provide [SERVICE/PRODUCT] to the Customer as described in Exhibit A ("Scope of Work").

2. COMPLIANCE AND AUDIT

The Parties shall comply with all applicable laws and industry standards related to the subject matter of this Agreement. Upon reasonable notice, the Customer may audit the Provider's relevant records to verify compliance; findings requiring remediation shall be addressed promptly.

3. CONFIDENTIALITY AND DATA PROTECTION

The Provider shall maintain the confidentiality of all Customer data and information, including but not limited to, trade secrets, business strategies, and technical information. The Provider shall implement reasonable security measures to protect Customer data and shall comply with all applicable data protection laws and regulations.

4. LIMITATION OF LIABILITY

Except for willful misconduct or gross negligence, neither Party's aggregate liability shall exceed the total fees paid under this Agreement in the twelve (12) months preceding the claim.

5. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party materially breaches any provision and fails to cure within the notice period. Upon termination, obligations regarding confidentiality and data protection shall survive as provided herein.

6. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the [ARBITRATION ASSOCIATION]. The arbitration shall be conducted by a single arbitrator appointed by the [ARBITRATION ASSOCIATION]. The arbitration award shall be final and binding on the Parties.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of [JURISDICTION]. Any disputes arising out of or in connection with this Agreement shall be submitted to the courts of [JURISDICTION] for resolution.

8. INTELLECTUAL PROPERTY

The Parties agree that all intellectual property rights, including but not limited to, patents, trademarks, copyrights, and trade secrets, created or used under this Agreement shall be owned by the Party that created or developed such intellectual property.

9. NON-DISCLOSURE

The Provider shall not disclose any confidential information or trade secrets of the Customer to any third party without the prior written consent of the Customer.

10. RECORDS MANAGEMENT

The Provider shall maintain accurate and complete records of all transactions and activities related to this Agreement. The Provider shall retain such records for a period of [NUMBER] years from the date of termination of this Agreement.

11. SECURITY MEASURES

The Provider shall implement reasonable security measures to protect Customer data, including but not limit
tion, firewalls, and access controls.

12. AMENDMENTS

This Agreement may not be amended or modified except in writing signed by both Parties.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations,
s, and agreements between the Parties.

14. GOVERNING LANGUAGE

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

By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the t
ions of this Agreement.

CUSTOMER

Signature: _____

Date: _____

PROVIDER

Signature: _____

Date: _____