

# Rectified Contract - Business\_Contracts\_300\_20251211182830

## **\*\*ARTICLE 1: SCOPE AND DEFINITIONS\*\***

- 1.1 This Agreement sets forth the terms and conditions for the provision of services (Services) by [Provider] to [Customer].
- 1.2 The Services shall be provided in accordance with the applicable laws, regulations, and industry standards related to the subject matter of this Agreement.
- 1.3 For the purposes of this Agreement, "Confidential Information" means all information, whether written or oral, that is disclosed by one Party to the other, including but not limited to, business strategies, trade secrets, and customer information.

## **\*\*ARTICLE 2: CONFIDENTIALITY AND DATA PROTECTION\*\***

- 2.1 The Parties agree to maintain the confidentiality of Confidential Information and shall not disclose it to any third party without the prior written consent of the disclosing Party.
- 2.2 The Parties agree to implement reasonable security measures to protect Confidential Information, including but not limited to, data encryption, access controls, and regular backups.
- 2.3 In the event of a data breach, the Parties shall notify each other promptly and cooperate to mitigate the breach.

## **\*\*ARTICLE 3: LIMITATION OF LIABILITY\*\***

- 3.1 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.
- 3.2 The Parties agree to indemnify and hold harmless each other against any claims, damages, or expenses arising from a breach of this Agreement.

## **\*\*ARTICLE 4: TERMINATION\*\***

- 4.1 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.
- 4.2 Upon termination, obligations regarding confidentiality and data protection shall survive as provided herein.

## **\*\*ARTICLE 5: DISPUTE RESOLUTION\*\***

- 5.1 Any disputes arising from this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.
- 5.2 The arbitration shall be conducted in [Jurisdiction], and the governing law shall be the laws of [Jurisdiction].

## **\*\*ARTICLE 6: INTELLECTUAL PROPERTY PROTECTION\*\***

- 6.1 The Parties agree to protect each other's intellectual property rights, including but not limited to, patents, trademarks, and copyrights.
- 6.2 The Parties agree to obtain prior written consent from each other before using any intellectual property rights.

## **\*\*ARTICLE 7: NON-DISCLOSURE AGREEMENT\*\***

- 7.1 The Parties agree to execute a non-disclosure agreement (NDA) prior to disclosing Confidential Information.

## **\*\*ARTICLE 8: REMEDIATION AND COMPLIANCE PROCEDURES\*\***

- 8.1 In the event of non-compliance, the Parties agree to cooperate to remediate the issue promptly.
- 8.2 The Parties agree to maintain records of compliance audits and remediation efforts.

## **\*\*ARTICLE 9: GOVERNING LAW AND JURISDICTION\*\***

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
- 9.2 Any disputes arising from this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

**\*\*ARTICLE 10: ENTIRE AGREEMENT\*\***

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

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

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Note: This is a revised version of the contract, and it's essential to have a lawyer review and finalize the document.