

# **Software Services Agreement**

## **1. Parties**

This Agreement is made between TechNova Solutions Pvt Ltd (Provider) and Acme Corporation (Client). Provider agrees to provide software development, maintenance, and cloud-based support services for Client's enterprise systems.

## **2. Term and Renewal**

The initial term of this Agreement shall be twelve (12) months commencing from the Effective Date. The Agreement shall automatically renew for successive twelve (12)-month periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the current term.

## **3. Scope of Services**

Provider shall deliver full-stack web application development, DevOps support, security patching, and cloud monitoring. Client may request new features through a Change Request document which will be separately quoted.

## **4. Payment Terms**

Client shall pay a recurring monthly fee of USD 5000, due within fifteen (15) days of invoice. Late payments shall incur a 2% interest charge per month. Payments shall be made through electronic transfer to the Provider's nominated bank account.

## **5. Data Protection**

Provider shall use reasonable measures to secure Client Data but may process such data in third-party data centers located outside the EU. Provider does not warrant full GDPR compliance and Client acknowledges data transfer risks.

## **6. Intellectual Property Rights**

All source code, documentation, and deliverables developed under this

Agreement shall remain the sole property of the Client upon full payment, except for pre-existing libraries owned by the Provider.

## **7. Limitation of Liability**

Provider's total aggregate liability, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Client under this Agreement during the preceding three (3) months.

Provider shall not be liable for indirect or consequential losses.

## **8. Termination**

Either Party may terminate this Agreement by providing thirty (30) days' written notice.

Upon termination, Provider shall deliver all work completed and Client shall pay for all services rendered.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

Any disputes shall be subject to the jurisdiction of the courts located in Bengaluru, Karnataka.

## **10. Signatures**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.