SERVICE AGREEMENT CONTRACT

This Service Agreement ("Agreement") is entered into as of January 15, 2026.

BETWEEN:
ABC Technologies Pvt. Ltd. ("Company")
AND:
The Client ("Client")

1. SCOPE OF SERVICES
The Company agrees to provide software development services as outlined in Exhibit A attached hereto. The Company shall have sole discretion in determining the methods, techniques, and procedures for performing the services.

2. COMPENSATION AND PAYMENT TERMS
Client agrees to pay Company a fee of Rs. 5,00,000 (Five Lakhs) for the services. Payment shall be made within 7 days of invoice receipt. Late payments shall incur a penalty of 2% per day compounded daily until paid in full.

3. TERM AND TERMINATION
This Agreement shall commence on the Effective Date and continue for 12 months. Company may terminate this Agreement at any time without cause or notice. Client must provide 90 days written notice and pay a termination fee equal to 50% of the remaining contract value.

4. INTELLECTUAL PROPERTY
All work product, inventions, and intellectual property created during this engagement shall be the sole and exclusive property of the Company, regardless of whether created using Client's resources or on Client's premises.

5. LIMITATION OF LIABILITY
Under no circumstances shall Company be liable for any direct, indirect, incidental, special, or consequential damages exceeding Rs. 1,000. Client waives all rights to claims arising from Company's negligence or misconduct.

6. CONFIDENTIALITY
Client shall maintain strict confidentiality of all Company information indefinitely. Company shall have no obligation to maintain confidentiality of Client information.

7. INDEMNIFICATION
Client shall indemnify, defend, and hold harmless Company from any and all claims, damages, losses, costs, and expenses (including attorney fees) arising from any cause whatsoever, including Company's own negligence.

8. DISPUTE RESOLUTION
Any disputes shall be resolved through binding arbitration in a location of Company's choosing. Client waives the right to trial by jury and participation in class action lawsuits.

9. MODIFICATIONS

Company reserves the right to modify any terms of this Agreement at any time without prior notice to Client. Continued use of services constitutes acceptance of modified terms.

10. NON-COMPETE
Client agrees not to engage any other software development company or hire any developers for a period of 2 years following termination of this Agreement.

SIGNATURES:

_____
ABC Technologies Pvt. Ltd.

_____
Client

Date: _____