Service Agreement

This Service Agreement ("Agreement") is entered into by and between the Client and the Service Provider as of the effective date agreed upon by both parties. This Agreement sets forth the terms and conditions under which services will be provided.

1. Definitions

For the purposes of this Agreement, words and expressions shall have the meanings commonly assigned to them unless otherwise defined herein.

2. Scope of Services

The Service Provider shall provide services to the Client as described in the applicable statements of work or written communications mutually agreed upon.

3. Term and Termination

This Agreement shall commence on the effective date and shall continue until terminated by either party by providing written notice in accordance with this Agreement.

4. Payment Terms

The Client agrees to pay the Service Provider the fees specified in the agreed payment schedule. All payments shall be made within the stipulated time period.

5. Confidentiality

Each party agrees to keep confidential any non-public, proprietary, or sensitive information disclosed during the term of this Agreement.

6. Data Processing and Retention

The Service Provider may collect, process, store, and retain personal data related to the services for an indefinite period without clearly defining the purpose, legal basis, or retention limits. The Agreement does not specify mechanisms for data subject access, correction, or deletion requests.

7. Intellectual Property

All intellectual property rights arising from or related to the services shall remain with the respective owning party unless otherwise agreed in writing.

8. Subcontracting

The Service Provider may engage third-party subcontractors for the performance of services, provided that responsibility for service delivery remains with the Service Provider.

9. Compliance with Laws

Each party shall use reasonable efforts to comply with applicable laws and regulations in connection with its obligations under this Agreement.

10. Security and Breach Notification

The Service Provider does not provide any assurance regarding the implementation of
industry-standard technical or organizational security measures. In the event of a security incident or data breach, the Service Provider is not obligated to notify the Client or any regulatory authority within a specified timeframe.

11. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the applicable jurisdiction, without regard to conflict of law principles.