Document: ANNUAL MAINTENANCE CONTRACT **Effective Date:** 05 November 2026

1. Definitions

1.1 "Covered Assets" means the specific software applications, websites, web applications, CRM systems, mobile applications, or digital platforms identified in the AMC quotation or order form as being covered under this Agreement.

1.2 "Services" means the maintenance, support, monitoring, and technical assistance services described in this Agreement and the applicable Service Plan.

1.3 "Service Plan" means the specific tier of AMC coverage selected by the Client (Basic, Standard, or Premium), as detailed in Clause 3.

1.4 "Incident" means a reported malfunction, error, defect, or degradation in the performance of a Covered Asset.

1.5 "Priority Level" means the classification assigned to an Incident as P1, P2, P3, or P4 based on its severity and business impact.

1.6 "Working Hours" means Monday through Friday, 9:00 AM to 6:00 PM IST, excluding national public holidays in India.

1.7 "Response Time" means the time elapsed between the Company's receipt of a written Incident report and the Company's initial acknowledgement.

1.8 "Resolution Time" means the time elapsed between the Company's acknowledgement of an Incident and its resolution.

2. Scope of Services

2.1 This AMC covers the Covered Assets specified at the time of engagement for a twelve (12)-month renewable period from the Effective Date.

2.2 The AMC is based on the Covered Assets as originally developed or as last maintained by the Company. Coverage for assets modified by third parties without Company involvement may require re-assessment.

2.3 Services will be provided remotely unless otherwise agreed. On-site visits, if required, will be billed separately.

3. Service Plans

3.1 Basic Plan (24,999/year) — Essential Support:

Bug fixes and minor error resolution for reported Incidents (P3, P4 priority)

Email-based technical support during Working Hours

Quarterly security scan and vulnerability report

Quarterly status report

3.2 Standard Plan (49,999/year) — Comprehensive Support:

All Basic Plan services

Bug fixes and error resolution for P1–P4 priority Incidents

Security patches and vulnerability fixes

Performance monitoring and optimization (monthly)

Compatibility updates

Database maintenance and backup support

Technical support via email and phone during Working Hours

Monthly status reports and performance metrics

Server monitoring (if hosted with the Company)

3.3 Premium Plan (99,999/year) — Priority 24/7 Support:

All Standard Plan services

24/7 support for P1 Critical Incidents (via phone and email)

Dedicated account manager

Emergency response and hotfix deployment for P1 Incidents

Monthly performance review call

Priority queue for all Incident types

Proactive monitoring with automated alerting

Annual security audit and compliance review

4. Covered Services

4.1 The following services are included within the applicable Service Plan:

Bug fixes and error resolution

Security patches and vulnerability fixes

Performance monitoring and optimisation

Compatibility updates (browsers, OS, frameworks)

Database maintenance and backup support

Server monitoring (hosted assets)

Technical support (email and phone)

Monthly / quarterly status reports

4.2 The Company will handle Incidents within the Response and Resolution Times specified in Clause 6.

5. Exclusions

5.1 The following are expressly not covered under any Service Plan:

5.1.1 New Features: Development of new features, modules, or functionality not present in the original scope

5.1.2 Major Platform Upgrades: Major version upgrades of the underlying platform or framework

5.1.3 Third-Party Issues: Defects caused by changes or failures in third-party plugins, themes, APIs, or external services

5.1.4 Client-Induced Issues: Problems arising from changes made by the Client or any third party without prior approval

5.1.5 Hardware Failures: Server hardware failures or hosting infrastructure issues not managed by the Company

5.1.6 Content Management: Adding, editing, or publishing content

5.1.7 Staff Training: Training sessions or onboarding for the Client's staff

5.1.8 Data Recovery: Recovery of data lost due to the Client's actions

6. Response and Resolution Times

6.1 Priority Classification. All Incidents shall be assigned a Priority Level as follows:

P1 — Critical: System completely down; core functionality inaccessible — Response: less than 2 hours, Resolution: less than 8 hours

P2 — High: Major feature broken; significant business impact — Response: less than 4 hours, Resolution: less than 24 hours

P3 — Medium: Minor bug or degraded functionality — Response: less than 8 hours, Resolution: less than 72 hours

P4 — Low: Cosmetic issue or non-critical enhancement — Response: less than 24 hours, Resolution: Next release

6.2 Resolution Times are targets, not guarantees. Complex issues involving third-party dependencies may extend resolution times.

7. Service Level Commitments

7.1 Uptime Target. For applications hosted on infrastructure managed by the Company, the Company targets 99.5% monthly uptime (Standard) and 99.9% monthly uptime (Premium).

7.2 Support Availability. Basic and Standard plans receive support during Working Hours. Premium plan includes 24/7 support for P1 Critical Incidents.

7.3 Security Monitoring. The Company will conduct regular security scans and promptly apply security patches.

7.4 Reporting. Standard and Premium clients receive monthly reports. Basic clients receive quarterly reports.

8. Term and Renewal

8.1 Initial Term. This AMC shall commence on the Effective Date and continue for a period of twelve (12) months.

8.2 Automatic Renewal. This AMC will automatically renew for successive periods unless either party provides written notice of non-renewal at least thirty (30) days before expiry.

8.3 Fee Revision. The Company reserves the right to revise AMC fees upon renewal with at least sixty (60) days notice.

9. Fees and Payment

9.1 Payment Schedule. AMC fees are payable annually in advance upon commencement and each renewal.

9.2 Invoice Due Date. Invoices are due within fifteen (15) days of the invoice date.

9.3 Late Payment. Invoices not paid by the due date shall accrue interest at 2% per month.

9.4 Grace Period. A grace period of seven (7) days is provided before interest accrues.

9.5 Service Suspension. If an invoice remains unpaid for more than thirty (30) days, the Company may suspend all AMC Services.

9.6 No Refund for Partial Periods. AMC fees are not refundable for any partial or unused period.

10. Client Responsibilities

10.1 The Client shall designate a single authorised technical point of contact.

10.2 The Client shall provide timely access to all systems, servers, and accounts necessary for the Company to perform the Services.

10.3 The Client shall report all Incidents in writing through the designated support channel.

10.4 The Client shall ensure all third-party licences are kept current.

10.5 The Client shall not make any changes to the Covered Assets without prior written coordination.

10.6 The Client shall maintain independent data backups.

11. Limitation of Liability

11.1 Liability Cap. The total aggregate liability of the Company under this AMC shall not exceed the total AMC fees paid by the Client

for the then-current AMC term.

11.2 Exclusion of Consequential Losses. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages.

11.3 Third-Party Dependencies. The Company shall not be liable for service degradation caused by third-party providers.

12. Termination

12.1 By Client. The Client may terminate this AMC at the end of the current term by providing written notice at least thirty (30) days before renewal.

12.2 By Company. The Company may terminate this AMC if: (a) the Client fails to pay any invoice; (b) the Client materially breaches this Agreement; or (c) the Client undergoes insolvency proceedings.

12.3 Surviving Clauses. Clauses 9.6, 11, and 13 survive termination.

13. Governing Law and Jurisdiction

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

13.2 Any dispute shall be subject to the exclusive jurisdiction of the courts of New Delhi, India.

Computer-generated and digitally signed document; physical signature/stamp may be applied if required

FOR WENGS SOLUTIONS LLP

Digitally Signed By

RJ Raawat

Principal Engineer · Software & R&D

WENGS Solutions LLP

05 Nov 2026, 13:47:04 IST

Computer-generated and digitally signed

FOR THE CLIENT

_____

Authorized Signatory

Name: _____

Designation: _____

Date: 05 Nov 2026

(Please affix official stamp)