Document: Service Agreement **Effective Date:** 05 November 2026

1. Definitions

1.1 "Agreement" means this Service Agreement together with any Statement of Work, project proposal, or quotation issued by the Company and accepted by the Client.

1.2 "Services" means the software development, web design, CRM development, mobile application development, digital marketing, maintenance, and/or any other digital services described in the relevant Statement of Work.

1.3 "Deliverables" means the tangible outputs to be produced under a Statement of Work, including source code, designs, databases, documentation, and other materials.

1.4 "Statement of Work" (SOW) means any written document (including emails, proposals, or quotations) that defines the specific scope, timeline, and fee for a project, countersigned or confirmed in writing by both parties, or by email communication which shall also be accepted in this regard.

1.5 "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, database rights, and all other forms of intellectual or industrial property rights, registered or unregistered, throughout the world.

1.6 "Confidential Information" means all non-public information disclosed by either party, whether oral, written, or electronic, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

1.7 "Force Majeure Event" means any event beyond a party's reasonable control including acts of God, natural disasters, pandemics, governmental actions, war, civil unrest, power outages, internet infrastructure failures, or third-party platform outages.

1.8 "Working Day" means Monday through Friday, 10:00 AM to 6:00 PM IST, excluding national public holidays in India.

2. Scope of Work

2.1 Statement of Work. Each project shall be governed by a mutually agreed Statement of Work that sets out the project description, Deliverables, timelines, milestones, and fees. In the event of any conflict between this Agreement and an SOW, the SOW shall prevail solely with respect to the specific matter addressed.

2.2 Change Requests. Any request by the Client to alter, add to, or remove any element of the agreed Scope will constitute a "Change Request." Change Requests must be submitted in writing. The Company will assess the impact on timeline and fees and provide a written Change Order for approval before implementation. Work on the Change Request will not commence until the Client provides written approval of the Change Order.

2.3 Scope Exclusions. Unless explicitly stated in the SOW, the following are excluded from the scope of Services:

Third-party software licences, hosting fees, domain registration fees, and API subscription costs

Content creation, copywriting, photography, or video production

Staff training or user onboarding sessions

Data migration from legacy systems unless specifically included in the SOW

Ongoing maintenance after project completion (covered separately under the AMC)

2.4 Assumptions. All timelines and fees are based on the information provided by the Client at the time of proposal. Material changes to requirements discovered after project commencement may result in revised timelines and fees, subject to a Change Order.

3. Project Execution

3.1 Methodology. The Company employs an iterative development methodology. The Client will receive periodic demonstrations or

review builds at agreed milestones for feedback.

3.2 Timelines. Estimated timelines are provided in good faith. They are contingent upon timely receipt of Client-provided materials, approvals, and feedback. Delays caused by the Client may extend agreed timelines proportionately.

3.3 Client Review & Approval. On delivery of each milestone or final Deliverable, the Client shall have five (5) Working Days to review and provide written feedback. Silence beyond this period shall be deemed acceptance of that milestone or Deliverable.

3.4 Revisions. Each project milestone includes a reasonable number of revision rounds as specified in the SOW. Revisions that materially alter approved designs or functionality shall be treated as Change Requests under Clause 2.2.

3.5 Testing. The Company will conduct internal testing prior to delivery. The Client is responsible for User Acceptance Testing (UAT). Defects reported in writing during the UAT window will be resolved within the project scope. Defects reported after project sign-off are addressed under the AMC or a separate support engagement.

3.6 Launch & Go-Live. The Company will provide reasonable assistance with the launch process. The Client is responsible for final approval of all content and data before go-live. The Company shall not be liable for errors in content provided by the Client.

3.7 Project Handover. Upon full payment, the Company will provide the Client with source code, access credentials, and documentation as specified in the SOW. Handover materials will be delivered within seven (7) Working Days of final payment clearance.

4. Client Obligations

4.1 The Client shall designate a single authorised point of contact with authority to provide instructions, approvals, and decisions on behalf of the Client.

4.2 The Client shall provide all required materials (text, images, logos, brand guidelines, data, API credentials, third-party access) in a timely manner. Delays in providing materials will delay project timelines accordingly.

4.3 The Client shall respond to review requests, approve mockups, and provide feedback within the agreed review windows specified in Clause 3.3.

4.4 The Client warrants that all materials, content, and third-party assets provided to the Company are owned by the Client or the Client holds appropriate licences to use them, and that use of such materials will not infringe any third-party rights.

4.5 The Client shall not provide access credentials to the Company's work environment to any third party without prior written consent of the Company.

4.6 The Client shall not engage, directly or indirectly, any employee or contractor of the Company who worked on the Client's project during the engagement period and for a period of twelve (12) months after project completion, without the Company's prior written consent.

5. Fees & Payment

5.1 Fee Structure. Fees are set out in the applicable SOW or quotation. The Company typically structures payments as follows; however, specific milestones may be adjusted in the SOW:

Advance (30–50%): Due upon signing of the SOW or written confirmation of engagement, before work commences

Milestone Payment(s) (30–40%): Due upon delivery and acceptance of agreed interim milestones

Final Payment (20–30%): Due prior to final handover, go-live, or delivery of source code

5.2 Invoicing. The Company will issue invoices as per the payment schedule. All invoices are payable within seven (7) days of the invoice date unless otherwise agreed in writing.

5.3 Late Payment. Invoices unpaid after the due date shall accrue interest at the rate of 2% per month (24% per annum) on the outstanding balance from the due date until the date of actual payment. This is without prejudice to the Company's right to suspend Services under Clause 5.5.

5.4 Taxes. All fees are exclusive of applicable taxes, including Goods and Services Tax (GST) as applicable under Indian law. GST and any other applicable taxes shall be borne by the Client in addition to the agreed fees.

5.5 Suspension for Non-Payment. If any invoice remains unpaid for more than fifteen (15) days beyond its due date, the Company may, after written notice to the Client, suspend all Services until the outstanding amount (including accrued interest) is paid in full.

5.6 Third-Party Costs. Costs incurred by the Company on behalf of the Client for third-party services (hosting, domain registration, stock images, API fees, software licences, etc.) will be invoiced separately or included in the SOW and must be reimbursed by the Client.

5.7 Currency. All amounts are quoted and invoiced in Indian Rupees (INR) unless otherwise stated. For international clients, amounts in foreign currency are subject to exchange rate fluctuations.

6. Intellectual Property Rights

6.1 Client Materials. All materials, content, and data provided by the Client remain the exclusive property of the Client. The Client grants the Company a non-exclusive, royalty-free licence to use such materials solely for the purpose of performing the Services.

6.2 Bespoke Deliverables. Upon full and final payment of all amounts due, the Company assigns to the Client all Intellectual Property Rights in the bespoke Deliverables created specifically for the Client under the SOW, except as set out in Clause 6.3 and 6.4.

6.3 Company Background IP. The assignment in Clause 6.2 does not include: (a) the Company's proprietary tools, frameworks, libraries, methodologies, code templates, and know-how existing prior to the project or developed independently of the project; (b) open-source software incorporated into the Deliverables (which is governed by its own licences); and (c) any third-party licensed components. The Company grants the Client a non-exclusive, perpetual, royalty-free licence to use such Background IP solely as embedded in the Deliverables.

6.4 Portfolio Right. The Company reserves the right to include the Client's project in its portfolio, case studies, and marketing materials (website, social media, presentations) using screenshots, descriptions, and the Client's trade name, unless the Client provides written objection within fourteen (14) days of project go-live.

6.5 No Assignment Before Full Payment. No Intellectual Property Rights are assigned, licensed, or transferred to the Client until all outstanding invoices are paid in full.

7. Confidentiality

7.1 Mutual Obligation. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose it to any third party without prior written consent, except as required by law or as necessary to perform this Agreement.

7.2 Permitted Disclosure. Each party may disclose Confidential Information to its employees, contractors, and advisors on a strict need-to-know basis, provided such persons are bound by confidentiality obligations no less stringent than those in this Agreement.

7.3 Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was independently known by the receiving party before disclosure; (c) is independently developed by the receiving party without use of Confidential Information; or (d) is required to be disclosed by law or court order (with prior notice given to the disclosing party where legally permitted).

7.4 Duration. These confidentiality obligations survive termination or expiry of this Agreement for a period of three (3) years.

8. Warranties & Disclaimers

8.1 Company Warranties. The Company warrants that: (a) the Services will be performed with reasonable skill and care; (b) the Deliverables will materially conform to the specifications agreed in the SOW; and (c) to the Company's best knowledge, the Deliverables (excluding Client Materials and third-party components) will not infringe any third-party Intellectual Property Rights.

8.2 Defect Rectification Period. The Company will, at no additional charge, rectify material defects in Deliverables that are reported in writing within thirty (30) days of project handover or go-live ("Warranty Period"), provided the defects are not caused by the Client's modifications, misuse, or third-party actions.

8.3 Disclaimer. Except as set out in Clause 8.1, the Company provides the Services and Deliverables on an "as is" basis. The Company does not warrant that: (a) any application or website will be free of errors or interruptions at all times; (b) the Deliverables will meet any specific business objective of the Client; (c) any search engine rankings, traffic, or revenue targets will be achieved; or (d) third-party platforms, APIs, or services integrated into the Deliverables will remain functional or unchanged.

8.4 Client Warranties. The Client warrants that: (a) it has the authority to enter into this Agreement; (b) all materials provided to the

Company are lawfully owned or licenced by the Client; and (c) the use of such materials will not infringe any applicable laws or third-party rights.

9. Limitation of Liability

9.1 Cap on Liability. The Company's total aggregate liability to the Client arising out of or in connection with this Agreement — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed the total fees paid by the Client to the Company under the relevant SOW in the twelve (12) months immediately preceding the event giving rise to the claim.

9.2 Exclusion of Consequential Loss. In no event shall the Company be liable for any: (a) loss of profits; (b) loss of revenue; (c) loss of business or contracts; (d) loss of data; (e) loss of anticipated savings; (f) damage to goodwill or reputation; or (g) any indirect, special, incidental, punitive, or consequential damages, even if the Company has been advised of the possibility of such damages.

9.3 Third-Party Services. The Company shall not be liable for any failure, interruption, security breach, or change in functionality of any third-party service, platform, API, hosting provider, or payment gateway that is outside the Company's reasonable control.

9.4 Client Modifications. The Company shall not be liable for any defects, damages, or losses arising from modifications made to the Deliverables by the Client or any third party after handover.

9.5 Basis of Bargain. The Client acknowledges that the limitations of liability in this Section reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties, without which the Company would not have entered into this Agreement at the agreed fees.

10. Indemnification

10.1 Client Indemnity. The Client shall indemnify, defend, and hold harmless the Company, its partners, employees, and contractors from and against any claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (a) the Client's breach of this Agreement; (b) infringement of any third-party rights by Client Materials; (c) the Client's negligence or wilful misconduct; or (d) any claim by a third party arising out of the Client's use of the Deliverables.

10.2 Company Indemnity. The Company shall indemnify the Client against any third-party claims that the bespoke Deliverables (excluding Client Materials and third-party components) infringe any Intellectual Property Rights, provided the Client: (a) promptly notifies the Company of any such claim; (b) grants the Company sole control of the defence; and (c) provides all reasonable cooperation and assistance.

11. Term & Termination

11.1 Term. This Agreement commences on the date of written acceptance (or first payment) and continues until all SOWs have been completed and all obligations fulfilled, unless terminated earlier.

11.2 Termination by the Client. The Client may terminate this Agreement or any SOW by providing thirty (30) days' written notice. Upon termination, the Client shall pay for all Services rendered up to the date of termination plus a reasonable kill fee for work prepared but not yet delivered, calculated as 15% of the remaining unpaid balance.

11.3 Termination by the Company. The Company may terminate this Agreement immediately on written notice if: (a) the Client fails to pay any invoice within thirty (30) days of its due date; (b) the Client materially breaches this Agreement and fails to cure the breach within fifteen (15) days of written notice; or (c) the Client becomes insolvent, makes an assignment for the benefit of creditors, or ceases to carry on business.

11.4 Consequences of Termination. On termination: (a) all unpaid fees for work performed to date become immediately due and payable; (b) the Company will provide the Client with work product completed to the date of termination (subject to full payment); (c) each party will return or destroy the other party's Confidential Information; and (d) Clauses 5, 6, 7, 9, 10, 12, and 13 survive termination.

11.5 No Refund After Commencement. Advance payments are non-refundable once work has commenced, except where the Company is in material breach and has failed to cure it, in which case the parties' rights shall be as set out in the Refund Policy.

12. Dispute Resolution

12.1 Good Faith Negotiation. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first

attempt to resolve the matter through good-faith negotiations. Either party shall notify the other in writing, and the parties shall endeavour to resolve the dispute within thirty (30) days of such notice.

12.2 Mediation. If the dispute is not resolved through negotiation within the period specified in Clause 12.1, either party may refer the dispute to mediation before a mutually agreed mediator. Costs of mediation shall be borne equally by the parties.

12.3 Arbitration. If mediation fails to resolve the dispute within sixty (60) days of referral, the dispute shall be finally resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (India). The seat of arbitration shall be New Delhi. The language of arbitration shall be English. The award shall be final and binding.

12.4 Urgent Relief. Nothing in this Clause prevents either party from seeking urgent injunctive or other interim relief from a court of competent jurisdiction.

13. Governing Law & Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, including the Information Technology Act, 2000 and Indian Contract Act, 1872, as amended from time to time.

13.2 Subject to Clause 12, the parties irrevocably submit to the exclusive jurisdiction of the courts located in New Delhi, India for the resolution of any dispute that cannot be resolved through the mechanisms in Clause 12.

14. General Provisions

14.1 Entire Agreement. This Agreement, together with all applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings.

14.2 Amendments. Any amendment to this Agreement shall be valid if the Company notifies the Client via any mode of communication including but not limited to WhatsApp, text message, email, post, or public announcement through social media channels including Instagram, Facebook, LinkedIn, Twitter/X, or other platforms. The Client shall be deemed to have accepted such amendment unless written objection is received within fifteen (15) days of such notification.

14.3 Severability. If any provision of this Agreement is held to be unlawful, void, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14.4 Waiver. No failure or delay by either party to exercise any right under this Agreement shall operate as a waiver. A waiver of any breach shall not constitute a waiver of any subsequent breach.

14.5 Assignment. The Client may not assign or transfer any rights or obligations under this Agreement without the Company's prior written consent. The Company may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee assumes all obligations hereunder.

14.6 Force Majeure. Neither party shall be liable for any failure or delay in performance due to a Force Majeure Event. The affected party shall promptly notify the other and shall use reasonable endeavours to mitigate the impact. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected SOW on written notice.

14.7 Notices. All notices under this Agreement shall be in writing and delivered by email with read receipt or by registered post to the addresses set out in the SOW. Notices shall be deemed received: (a) by email — on the next Working Day after transmission; (b) by registered post — three (3) Working Days after posting. For the purpose of Clause 14.2, notification via WhatsApp, text message, or social media shall be deemed valid notice.

14.8 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between them.

14.9 Contact. For contractual matters: support@wengs.co.in | +91-9355349553

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, 13:46:53 IST

Computer-generated and digitally signed

FOR THE CLIENT

_____

Authorized Signatory

Name: _____

Designation: _____

Date: 05 Nov 2026

(Please affix official stamp)