

WEBSITE/MOBILE APP MAINTENANCE AGREEMENT

This agreement is signed on _____ between Society for Promotion of Information Technology in Chandigarh (SPIC) through Chief Executive Officer _____ and _____, Department through _____ for providing Annual Maintenance Services for Website/web portal/web services/mobile app of the Department and will be effective up to one year from the date of signing of this agreement.

_____ Department is contracting SPIC as a provider of web site maintenance services. Cost of Annual Maintenance Service for Website/web portal/web services/mobile app that are being considered 'standard website/mobile app maintenance' are subject to be charged at Rs. 20,000/- per month exclusive of GST/any other applicable tax, and any additional work will not be considered part of this contract. The minimum charge for any additional work that are not included in this agreement will be charged at per man hour basis (minimum @500/- per man Hour) as per agreed estimation between client department & SPIC.

Scope of Work:

1. Edit, revise, update or create new textual/minor graphical content:
 - a. Up to 100% revision of textual/graphical content is permitted only once during the entire contract period and tentative timeline for completion of work would be 30 days after receiving the contents from the client Department.
 - b. Up to 50% revision of textual/graphical content is permitted only once in 6 month and tentative timeline for completion of work would be 15 days after receiving the contents from the client Department.
 - c. Up to 5% revision of textual/graphical content is permitted every month and tentative duration for completion of work would be 7 days after receiving the contents from the client Department.
2. Consultation, and guidance on the use of the web site.
3. On page SEO such as Meta tags (title, description, keywords), alt tag, h1, h2, h3.
4. Regular monitoring and updating to ensure impeccable performance across all major browsers due to the fact that not all browsers render sites in the same way.
5. Protection against hackers from gaining access to website.
6. Monitoring website functionality to ensure that everything is working as it should and upgrade where ever necessary. Some plugins may become outdated and no longer work with the newest version of website software. Plugins may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website software.
7. The following would be covered under this AMC for regular weekly maintenance

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service of website (once in a week):

- i. Adding Notices, Tenders, documents in respective sections.
 - ii. Updating Sitemap
 - iii. Bug Fixing
 - iv. Checking of dead link
 - v. Uploading Content as per requirement (Content will be provided by Department and would only be published after certification from Department)
 - vi. Content modification/links on the existing website
 - vii. Support for cross browser compatibility of website
 - viii. Support for any functional problem of any module of website
 - ix. Database management services.
 - x. Websites should be regularly checked for Security vulnerabilities and should be updated regularly.
 - xi. Updation would include regular upgradation of news, data, reports, tender announcements, recruitment and other relevant information etc., on daily, weekly, fortnightly or monthly basis as may be required.
 - xii. Resolving all types of vulnerabilities (related to Security of the website/mobile app only) reported by various Government agencies including Cyber Security Division of NIC, but this AMC Service would not cover any Server related upgradation/maintenance service.
 - xiii. Maintenance and regular updation of the all associated activities Linked with the work related to the existing website.
 - xiv. Static/Dynamic information updation (as and when required).
 - xv. Maintenance & Checking for dead links of static pages.
 - xvi. Re-design of Home Page (as and when required) as per the requirements of the Department in a time bound manner.
 - xvii. Content research and management (Uploading of the Contents on website).
 - xviii. Minimizing bugs and providing the solution.
 - xix. Link updates, uploads, replace and addition of content and links and other related work.
8. If website is offline immediate technical support option would be available to deal with any issues for making the website live within 24 Hours of reporting.
 9. SSL Certification of the website and implementation of the same without any extra cost to Department.
 10. Conducting Mandatory Website/Mobile App security audit Services.
 11. SPIC would provide the offline Technical support for the implementation of Web Portal /Web Services/Mobile App under maintenance contract.
 12. Cost of all Change Management would be covered under Maintenance Services. however, for the development of new services/application, SPIC would submit a separate proposal to the client department and charged separately.
 13. All web contents for the Website/web portal/mobile app to be provided by client

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Department/Corporation through proper channel & data entry services if required would be provided by SPIC under Content Management Services. The content would be published after certification of the same by the respective client Department.

14. CMS based access/interface would be provided to the client Department for making any minor changes directly on urgent basis.
15. Implementation of the website/mobile app would be responsibility of the Department; SPIC would provide only technical assistance during the implementation phase.
16. Procurement of any required IT infrastructure and payments of all third party services providers & all agreements with Third party service provider would be responsibility of the Department.
17. The Annual Maintenance period would start immediately after the signing of the Contract Agreement.
18. Offsite website maintenance service Contract would be applicable only on availability of complete Source Code, design architecture & Complete Database for reimplementation of the website/mobile app in staging server for Security Audit & future update purpose, all required source code/database backup etc. required for AMC services needs to be provided by the client Department and same would be verified by the SPIC Team before acceptance of the Annual Maintenance Contract (AMC) with the client Department.
19. A new designing and additional work for GIGW compliance would be provided once in entire contract duration. The new work pages' / work maximum up to 50% of the present pages.
20. The AMC service would be provided to make correction in the existing website only and complete change in the coding / technology will not be provided at any circumstances.
21. Any small out of scope work request on modifications (maximum up to 5% of existing website/mobile app) can be absorbed within the contract and such requirement will be considered maximum once in every six months.
22. Conducting and coordinating security audit/STQC certification/Social Media Audit/any other audit as and when needed as per GOI guidelines. SPIC will be responsible to get the website audited by any CERT-in empaneled security auditors. Security audit is under the scope of work and the SPIC will be responsible for getting the audit certification as per GOI norms, however any third party charges for certification/Services etc. would be done on chargeable basis as per actual third party charges.
23. During the duration of this contract, the Client Department agrees that SPIC will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If any third party other than SPIC makes any changes to the web site and due to that if any errors occurred, then it must be repaired by the third party involved.

What is NOT included in this agreement:

1. CMS design or integration including but not limited to blogs, shopping carts

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and web forums. These require a separate design agreement.

2. For the development of new services/application; a separate proposal would be developed after completion of requirement study and would be charged separately to the client Department.
3. Any maintenance services of Hardware, Operating System and System Software, SPIC will not provide any services for maintenance of Hardware or for any system software.

Payment Terms:

SPIC shall provide Department with minor updates to the web site for an indefinite period of within this contract Agreement period. The contract will be paid on a twice a year on yearly basis with the 1st payment (@50% of the Total Cost for the year) due as advance payment during signing of the agreement and 2nd payment (balance @50% of the Total Cost for the year) after completion of first 6 months' period.

Deadlines & Deliverables:

SPIC will respond to all maintenance requests from Department within [24] hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Maintenance requests received after 18:00 GMT may not be completed until the next business day unless prior arrangements have been made. Most work will be done within this time frame; this is mostly precautionary.

SPIC will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that SPIC has any issues in delivering on a quoted deadline, Department will be notified via email or telephone the reasoning for any change.

Additional Services:

Any revisions, additions or redesign Department requests SPIC to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. SPIC shall advise Department on any requested work that falls within these bounds.

Authorization:

Department hereby authorizes SPIC to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider along with necessary VM details required for accessing the website and database.

RESPONSIBILITIES:

Responsibilities of Department

- Deputation of persons who would be responsible for the following:

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- Providing the exact requirements for the Web Application/Site redevelopment/Mobile app maintenance.
- Attending the scheduled meeting for requirement gathering & verifications.
- Supply details about procedures to SPIC.
- Providing contents for the Web Application/Site redevelopment/Mobile app maintenance services and verification/certification of Contents entered by SPIC.
- Procurement of Hardware & System Software if required.
- Procurement of Domain hosting space.
- Report generation and day-to-day operation.
- Testing of the application/site after it being deployed at the client end. Signing Contracts with all third party Service Providers for SMS Gateway/Security Auditor etc. inform the SPIC in advance about the Service Provider.

Responsibilities of SPIC

- Gathering of the Requirements.
- Detailed Analysis & Design.
- Preparation of the Requirement Document.
- Redevelopment & deployment of client specific web Application.
- Supply of Hardware & software specifications.
- Training of the end user for future updating of data.
- SSL certification of website.
- Conducting Security Audit of Website through CERT-IN empaneled Third Party Auditor.

CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

1. Confidential Information

During the term of this Agreement and thereafter, both parties agree to maintain the confidentiality of all proprietary, technical, business, and financial information, including but not limited to source code, database structures, security protocols, client data, and any other information designated as confidential ("Confidential Information"). Either party shall be entitled to seek appropriate remedies, including injunctive or equitable relief, in a court of competent jurisdiction, in the event of breach or threatened breach of confidentiality obligation under this agreement.

2. Obligations of the Receiving Party

The receiving party shall:

- Use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement.
- Not disclose, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the disclosing party.
- Take all necessary precautions to prevent unauthorized access, use, or

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disclosure of Confidential Information.

3. Exceptions

This clause shall not apply to information that:

- Was already lawfully in the receiving party's possession before disclosure.
- Becomes publicly available without breach of this Agreement.
- Is independently developed by the receiving party without reliance on the Confidential Information.
- Is required to be disclosed by law or regulatory authorities, provided that the disclosing party is notified in advance (if legally permissible).

4. Duration

The obligations under this clause shall survive the termination or expiration of this Agreement for a period of **five years** from the date of termination.

5. Remedies

Any breach of this clause shall entitle the disclosing party to seek injunctive relief and/or damages as permitted under law.

ARBITRATION CLAUSE

- The parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and by entering into good faith discussion to resolve the disputes at both Department level. In the event the respective representatives of the parties are unable to reach an amicable settlement the disputes, the said disputes shall be referred to Internal Committee comprising of two senior level representatives from each party. The parties further agree to provide each other, copies of any and all non-privileged records, information and data pertaining to any such dispute.
- If the parties are unable to resolve any dispute in accordance with above mentioned clause (other than the confidentiality clause), within 30 days, all such disputes shall be settled exclusively and finally by arbitration following the procedure laid down herein and the rules provided in the Arbitration and Conciliation Act, 1996. Accordingly, on a specific written request of the aggrieved party all the disputes shall be referred to sole arbitrator/arbitrators to be appointed as per the terms of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- In an arbitration invoked at the instance of either party to this Agreement, the arbitrator shall be free to consider the counter invoke at the claim(s) of the other party even though they are not mentioned in the reference to arbitration.
- The place of the arbitration shall be Chandigarh, India.
- Notwithstanding the existence of any disputes and difference referred to in the arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement and the payment of any bill referred shall not be withheld for any reason whatsoever including the pendency of arbitration proceedings.

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IN WITNESS WHEREOF the parties have duly executed this Agreement this _____ Day of _____ .

For
SOCIETY FOR PROMOTION OF
INFORMATION TECHNOLOGY
IN CHANDIGARH (SPIC)

For _____

_____ **Depart**
ment

NAME:
DESIGNATION:
DATE:

NAME:
DESIGNATION:
DATE:

WITNESSES:

NAME:
DESIGNATION:
DATE:

NAME:
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