

**AUTHORISED SERVICE PARTNER (ASP/AFFILATES ) AGREEMENT**

THIS AUTHORISED SERVICE PARTNER AGREEMENT ('ASP/AFFILATES Agreement') is made on the \_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date" \_\_\_\_\_) between:

ITOSSINDIA, a proprietor company, having its registered Office at Flat Nos. 201,142B/IIA, Sector -2 Vaishali Ghaziabad-201010 (hereinafter referred to as "ITOSSINDIA" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees), on one part AND,

AND

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at

\_\_\_\_\_  
(hereinafter referred to as "ASP/AFFILATES "), which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

OR

\_\_\_\_\_, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at

\_\_\_\_\_  
hereinafter referred to as the "ASP/AFFILATES " (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators, successors and legal representatives of the last surviving partner and permitted assigns)

OR

\_\_\_\_\_, of \_\_\_\_\_, Indian resident, carrying on business in the firm name and style of M/s. \_\_\_\_\_ as sole proprietor thereof, having his / her office at \_\_\_\_\_,

hereinafter referred to as "ASP/AFFILATES " (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives and permitted assigns) of the Other Part;

OR

Mr \_\_\_\_\_, S/D of \_\_\_\_\_, Indian resident, connecting with us as an affiliate of the ITOSSINDIA having his PAN card and Aadhar card having his / her address is

\_\_\_\_\_, hereinafter referred to as "Affiliate " (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives and permitted assigns) of the Other Part;

ITOSSINDIA and ASP/AFFILATES /Affiliates are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A) ITOSSINDIA is a leading company in India in the field, inter alia, of sales and services of IT and electronic products, including Desktops, Laptops, multifunction devices, projectors, display products, peripherals and other hardware equipment's. ITOSSINDIA requires trained and capable technically competent ASP/AFFILATES for providing AMC / warranty /One time support services to its customers.
- B) ASP/AFFILATES represents that it has the experience, expertise and facilities necessary for providing such AMC / warranty support services;
- C) ITOSSINDIA is desirous of appointing and authorising ASP/AFFILATES to provide the Services and ASP/AFFILATES wishes to accept this appointment on the terms and conditions as set out herein for ITOSSINDIA's and other OEM range of products as listed in Annexure - A.
- D) The Parties understand and acknowledge that almost all of the repair activity shall occur at end-user's site.

NOW THEREFORE THE PARTIES HERETO HEREBY HAVE AGREED AS FOLLOWS:

A.A. DEFINITIONS: -

**"Agreement"** means collectively this Authorised Service Partner Agreement ("ASP/AFFILATES Agreement"), and any amendments or additions to this agreement, its annexure or schedules.

**"Allocated Calls"** means calls logged by the customer with ITOSSINDIA call centre and further allocated by ITOSSINDIA to the Authorised Service Partner.

**"Base Price"** means the base price is the mutually agreed fixed price/fee to be paid to an ASP/AFFILATES for successful closure of a customer complaint.

**"BD"** or **"Business Day"** means weekly days, excluding Sundays and national holidays.

**"Break-fix Services"** means an On-site Maintenance Service event executed for a customer for which the ASP/AFFILATES has dispatched a qualified and trained technician, who is also a ITOSSINDIA Certified person, to the Customer's location and has restored the customer's system/equipment to proper operating condition.

**"BV"** means monthly billing value in Indian Rupees.

**"Customer"** means the end-user who successfully logs a call for services with ITOSSINDIA directly or register for services with ITOSSINDIA directly.

**"Customer Induced defect"** means defect due to improper handling of the product, physical damages or damages caused due to burn.

**"Drop Point"** means the facility established and owned by the ASP/AFFILATES to deliver and pick up the parts / spares at the address: \_\_\_\_\_, pursuant to this Agreement. Drop point should be a commercial location (not home of engineer) and should have adequate security available for the ITOSSINDIA Spares. Drop Point shall provide Onsite Maintenance (subject to authorization) and support services on calls allocated to it by ITOSSINDIA.

**“FFA” or “Field force Automation”** means the web based tool used to assign a service order to ASP/AFFILATES and enables ASP/AFFILATES to update the status of the service order from time to time.

**“ITOSSINDIA” or “ITOSSINDIA Delivery Centre”** means the customer complaint registration centre of ITOSSINDIA available for customers to register their complaints.

**“ITOSSINDIA Certified Engineer”** means trained engineer of ASP/AFFILATES who are certified by ITOSSINDIA after completion of relevant training.

**“In City”** means calls allocated to ASP/AFFILATES within the radius of 60 kilometres from the ASP/AFFILATES 's location/ Drop Point.

**“MR”** Means the unique material request number provided by the ITOSSINDIA against the customer defective parts.

**“NBD”** means Next Business Day.

**“NSD” or “New Spare Defect”** means new spare issued against the MR (material request) which turn out to be defective.

**“OEM”** means the original equipment manufacturer of the products as specified in Annexure - A.

**“Onsite Maintenance Service” or “OSM”** means the service provided by ASP/AFFILATES at the Customer's premises.

**“Out City”** means distance between ASP/AFFILATES Locations / Drop Point to calls allocated to ASP/AFFILATES is more than 60 kilometres.

**“Products”** means the products listed in Annexure –A and any other additional products as incorporated in Annexure - A by the parties.

**“RC Code”** Means the unique code available in the FFA application to change the status of the service order on real time.

**“Repair Centre”** means ITOSSINDIA's facility for repair of defective spares and assemblies.

**“Resolution Time”** means time taken to resolve the complaint at customer site by person from the time of call allocated to the ASP/AFFILATES, such resolution to be confirmed by customer by signing the service call note for satisfactory completion of the reported problem

**“Services”** mean repair, maintenance and other related support services as specified in this Agreement.

**“Service Documentation”** means ASP/AFFILATES 's records, accounts and written and signed service call note relating to the Service of Products or use of Spares.

**“SO, or “Service Order”** means a service call with unique number provided by ITOSSINDIA GDC authorizing ASP/AFFILATES to attend a customer complaint on behalf of ITOSSINDIA.

**“Service Training and Tools”** means Product Service Documentation, tools, and other training material supplied by ITOSSINDIA from time to time.

**“SLA”** means service level agreement, as contained in this Agreement.

**“Spares”** means genuine ITOSSINDIA & other OEM spare parts as per ITOSSINDIA’s spare parts catalogue / part code in force from time to time and may include modules and accessories of the Products.

**“Standard Operating Procedure” or “SOP”** means process and guidelines as defined by ITOSSINDIA from time to time.

**“Term”** has the meaning as set out in Clause 18.

**“Turn Around Time” or “TAT”** means time taken to resolve the customer complaint from the time of call logging at the call centre till the time of closing the call in the system after physical call closure of the customer complaint.

**“T & M”** means ASP/AFFILATES provides manpower on per Diem charges basis for Preventive Maintenance, new equipment installation etc.

**“Vendor induced defect”** means defects, inter alia, due to wrong diagnosis or defect due to part/product mishandle.

## **1 Appointment**

Subject to the terms and conditions of this Agreement, ITOSSINDIA authorises ASP/AFFILATES to act as ITOSSINDIA authorised ASP/AFFILATES and ASP/AFFILATES accepts such authorisation. Under this Agreement ITOSSINDIA appoints ASP/AFFILATES as a non-exclusive ITOSSINDIA authorized ASP/AFFILATES and ASP/AFFILATES accepts such appointment.

ASP/AFFILATES agrees to perform the Services expeditiously and consistent with the skill and care required for such services. The standard of care for all Services performed or furnished by ASP/AFFILATES under this Agreement will be the highest standard of care, skill and professionalism prevalent in the industry in general. ASP/AFFILATES acknowledges and agrees that prompt performance of the Services is required by ASP/AFFILATES in order for ITOSSINDIA to meet its standards and commitments, and that time is of the essence

ASP/AFFILATES acknowledges and agrees that ITOSSINDIA may, at any time and in its sole discretion, authorize additional authorised ASP/AFFILATES (s) in any location that is currently designated as ASP/AFFILATES’s area of operation.

## **2 Scope of Authorization**

- I. That the ASP/AFFILATES is hereby authorized to provide solution(s) for customer complaints with variety of services including onsite Break-fix Services, Product installations & technical support services more particularly defined in Annexure-A hereto at their specified locations defined in Annexure –E (“Locations”) hereto on a non-exclusive and nontransferable basis and as per any other terms, SOP or directives that are issued by ITOSSINDIA from time to time.
- II. That the ASP/AFFILATES shall perform its obligations under this Agreement in the best interests of ITOSSINDIA and will not directly or indirectly, during the subsistence of this Agreement (without prior written notice to ITOSSINDIA) carry on or otherwise take interest in

any trade, business or commission venture which may, or is likely to, injure or prove prejudicial to the interests of ITOSSINDIA.

- III. ASP/AFFILATES shall provide Services for the Products for which ITOSSINDIA authorises by a SO irrespective of the place of purchase of the Products. ASP/AFFILATES undertakes to operate within the scope of its authorization under this agreement and therefore shall service Products and accessories specified herein ('Annexure – A') and shall not service any non-authorized products under this ASP/AFFILATES agreement by utilising spare parts provided by ITOSSINDIA.
- IV. ASP/AFFILATES shall review all information provided by ITOSSINDIA with respect to the Services, and if the information is inadequate and/or if ASP/AFFILATES needs any additional information to perform the Services, ASP/AFFILATES shall promptly notify ITOSSINDIA in writing specifying the additional information required.
- V. ASP/AFFILATES warrants that its performance hereunder will be of professional quality conforming to generally accepted industry standards and best practices, and that its performance of the Services shall conform to the specifications and descriptions set forth in Annexure–B or such other documents, drawings, samples and descriptions mutually agreed between the Parties.
- VI. Upon registration or logging of call/complaint by a Customer with the ITOSSINDIA, ITOSSINDIA will allocate the Customer's complaint to the ASP/AFFILATES. ASP/AFFILATES is required to close the call(s) to the satisfaction of the Customer(s) and as per the service levels agreed as part of this Agreement.
- VII. Under no circumstances ASP/AFFILATES is allowed to log or solicit a call directly from the Customer or any other person and attend only calls allocated by ITOSSINDIA GDC and the same will be recognised for any spares support and reimbursement.
- VIII. ITOSSINDIA reserves the right to terminate the agreement in the event of failure or refusal by ASP/AFFILATES to provide the Services, and under such termination initial deposit made by ASP/AFFILATES will not be refunded

### **3 Relationship:**

The parties agree that in the performance of this agreement they are and shall remain independent contractors. This Agreement does not create nor shall it be deemed to have created a joint venture, partnership or any other formal business organisation or entity. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

ASP/AFFILATES shall have no authority to legally bind ITOSSINDIA or its affiliates to any liability or obligation whatsoever. ASP/AFFILATES shall advise all persons and entities with whom he communicates on behalf of ITOSSINDIA that ASP/AFFILATES is an authorized ASP/AFFILATES and has no authority to bind ITOSSINDIA or its affiliates.

#### **4 Documentation**

- 4.1 ASP/AFFILATES shall maintain proper Service documentation/records for all Service orders placed by ITOSSINDIA and furnish the same and any other documentation or reports as required by ITOSSINDIA at any time during the currency of this Agreement. ASP/AFFILATES agrees to comply with the reporting requirements specified in Annexure-F.

#### **5 Responsibilities of ASP/AFFILATES**

- 5.1 ASP/AFFILATES shall, on the date of signing of this agreement, deposit with ITOSSINDIA an interest-free security deposit ("Security Deposit") of an amount equal to 10% of forecasted yearly billing value (such forecasted annual billing value is not a guaranteed revenue in any way, but only a forecast for planning purpose). The Security Deposit shall be refunded to ASP/AFFILATES in the event of termination for convenience or expiration of this agreement, subject to deduction/adjustment of any outstanding dues and return of all defective / working spares in satisfactory condition in adequate protective packaging to ITOSSINDIA.

In the event of termination of the agreement due to any failure/breach of ASP/AFFILATES, in addition to other remedies available to ITOSSINDIA, the Security Deposit will be forfeited.

- 5.2 ASP/AFFILATES shall, at its own cost and expense, comply with all applicable laws and regulations, including required certification, registration and licenses, and compliance with safety requirements. ASP/AFFILATES shall solely be accountable for service tax, duties, fees or any other imposts due on account of rendering of the authorised Services.
- 5.3 ASP/AFFILATES hereby agrees to ensure commitment to efficiency and economy.
- 5.4 The location of the Drop Point designated to serve ASP/AFFILATES shall be as communicated by ITOSSINDIA. ASP/AFFILATES shall share set of documents required to register the Drop Point in ITOSSINDIA system for dispatch of spares. In general, call volume of 100 calls in a month at a location should have a Drop Point.
- 5.5 ASP/AFFILATES undertakes to observe the conditions set forth in this Agreement and the Standard Operating Procedures (SOPs) of ITOSSINDIA for ITOSSINDIA's authorised ASP/AFFILATES as communicated from time to time by ITOSSINDIA. ASP/AFFILATES understands that these standards are necessary for ensuring high standards of quality of Service and service network for the Products. Current version of SOP is annexed herewith as Annexure-H.
- 5.6 ASP/AFFILATES shall also adhere to any guidelines or instructions issued or communicated by ITOSSINDIA.
- 5.7 ASP/AFFILATES undertakes that the Service will adhere to onsite repair "Resolution Time" as laid out in the "Support Standards Table" in Annexure - B. The aforesaid time does not include the delay due to spares non availability. Resolution Time shall be applicable irrespective of the warranty / AMC status of the Products.
- 5.8 ASP/AFFILATES shall be responsible to collect all faulty parts, components, modules, spares from the customer site to ASP/AFFILATES's nearest "Drop Point" and to inform ITOSSINDIA for pickup. The ASP/AFFILATES shall also take care of the requisite packing for such transit and coordinate with transport / courier facility provided by ITOSSINDIA. ITOSSINDIA shall make necessary arrangement to pick up the material from ASP/AFFILATES's Drop Point.

- 5.9 Faulty parts must be returned back to drop point within 7 (seven) days of receiving the good spares from ITOSSINDIA. If the part is not returned within specified time or registered with ITOSSINDIA for any potential delay in returning the spares with target date to return (which has to be accepted and signed off by ITOSSINDIA SPOC), ITOSSINDIA shall penalise ASP/AFFILATES, such penalty could be as high as the then tax paid market price of spare parts, and the penalty will be recovered from reimbursement or amount payable to ASP/AFFILATES.
- 5.10 The ASP/AFFILATES shall always use ITOSSINDIA original packing material or as specified by ITOSSINDIA for all handling, movement and transportation of the ITOSSINDIA's spare parts. ITOSSINDIA will provide all spares in fool proof original packaging to ASP/AFFILATES. In case of occurrence of any damage to the spare's parts due to poor or insufficient packing, or due to physical drop during the workmanship, the cost of the spare parts will be recovered from ASP/AFFILATES. In case the ASP/AFFILATES fails to make the payment, the current price of material will be deducted from the service charges/ amount payable to the ASP/AFFILATES with 30 days' notice to ASP/AFFILATES. The ASP/AFFILATES will use the packing material provided or specified by ITOSSINDIA. ASP/AFFILATES shall coordinate with ITOSSINDIA designated transport facility / courier service for spare transportation.
- 5.11 The expenses for sending all such items form Drop Points to ITOSSINDIA shall be borne by ITOSSINDIA. While the expenses for collecting the defective / NSD spare from customer site to the Drop Point shall be borne by ASP/AFFILATES.
- 5.12 The ASP/AFFILATES shall verify the warranty / AMC status of the Product from the Customer/ end-user before commencing any warranty/AMC work on the Product by verifying the serial number of the product which has given along with the service order number by the ITOSSINDIA.
- 5.13 ASP/AFFILATES warrants that their staffs conform to the guidelines laid out in Annexure - G of this Agreement. ASP/AFFILATES further warrants that the newer staff will also conform to the requirements stated in Annexure-G.
- 5.14 ASP/AFFILATES shall arrange for training to its field engineers as per the requirements/specifications of ITOSSINDIA and ITOSSINDIA shall provide ITOSSINDIA certification to such ASP/AFFILATES 's field engineers ("Field Engineers") from time to time. ITOSSINDIA Certifications are prerequisites for all Field Engineers to attend ITOSSINDIA customer Service Orders. ASP/AFFILATES shall adhere to ITOSSINDIA Certification requirements as communicated by ITOSSINDIA from time to time. Noncompliance to the certification requirements may lead to termination of the agreement. Further, ASP/AFFILATES shall replace any incompetent personnel with another who meets with requisite expertise.
- 5.16 ASP/AFFILATES shall be solely responsible for security of spare parts or tools entrusted with it including Service Training Documents or Tools and shall take necessary actions to safeguard the same from theft, fire, burglary, etc.
- 5.17 ASP/AFFILATES shall not use any unethical or dishonest means to get spare replacement or reimbursement for non-warranty / AMC cases from the ITOSSINDIA. In any event of finding such unethical or dishonest means, ITOSSINDIA will take strict measures including termination of the ASP/AFFILATES agreement.

## **6 Additional Responsibilities of ASP/AFFILATES**

- 6.1 ASP/AFFILATES shall ensure that all engineers engaged by ASP/AFFILATES for providing services under this Agreement meet certification requirements specified ITOSSINDIA. ASP/AFFILATES can assign ITOSSINDIA calls only to such certified engineers. ITOSSINDIA shall issue ITOSSINDIA Service authorization badge to individual ASP/AFFILATES engineers on completion of certification training and such Badge will show engineers as ITOSSINDIA authorised ASP/AFFILATES .
- 6.2 ASP/AFFILATES shall, as a principal employer, maintain at its own expense requisite manpower, infrastructure and communication facilities necessary for performance of its obligations under this Agreement. ASP/AFFILATES shall ensure minimum of following compliances with regard to its personnel performing Services:-
- ASP/AFFILATES shall:
- (i) keep a valid PF account Number and a valid ESI Registration as an Employer of its personnel;
  - (ii) pay PF/ESI contribution as an Employer;
  - (iii) Maintain Registration under Shops and Establishments Act and other licenses as applicable.
- 6.3 The ASP/AFFILATES will provide a regular stock of Road Permits required for spare shipment in the respective State to the ITOSSINDIA on advance basis. Failure to do so may result in the termination of the agreement, by written notice to ASP/AFFILATES . This is applicable if the ASP/AFFILATES is located in a State where road permit is mandatory for shipment of spares. Any extra cost incurred related to road permits will be reimbursed, provided such cost is incurred with prior approval of ITOSSINDIA.
- 6.4 In respect of break fix, warranty or AMC repair service performed under this Agreement, ASP/AFFILATES shall not enter into any arrangement with any dealer, distributor or Customer, which would, in effect, amount to ASP/AFFILATES paying to a dealer, distributor or Customer an amount as a reward for favouring ASP/AFFILATES as its provider of service for the Products. It is agreed that breach of this clause shall be cause for termination of this Agreement under Clause 17. During this contract, ASP/AFFILATES will not provide quotes directly or indirectly to the Customer or compete with ITOSSINDIA for the AMC of Products in scope which ITOSSINDIA has outsourced to ASP/AFFILATES in that particular Customer location or offer services to the exclusion of ITOSSINDIA and also for the additional AMC business happening in the account. The breach of the terms herein shall be considered as a material breach of the Agreement.
- 6.5 ASP/AFFILATES shall utilise services of adequate manpower commensurate with call volume as pro rata basis or projection share by ITOSSINDIA. ASP/AFFILATES 's failure to adhere to the terms of this Agreement shall attract penalties as specified under Annexure- C.
- 6.6 ASP/AFFILATES shall facilitate an exclusive account manager / Coordinator for the smooth execution of the contract.
- 6.7 ASP/AFFILATES shall resolve all calls and customer complaints / escalations as per the SLA committed by ITOSSINDIA. Noncompliance would be viewed seriously by ITOSSINDIA, and ITOSSINDIA shall take appropriate measures, including levying of penalty, as per the terms in clause 4 of Annexure –C and/or termination.
- 6.8 ASP/AFFILATES shall not deny for any ongoing, assigned or projected job work of his designated area & shall be responsible to complete the said job work within the defined SLA.

6.9 ASP/AFFILATES shall be responsible for maintaining all prerequisites, completing deliverables, adhering to the terms & conditions related to any job in accordance with ITOSSINDIA's guidelines as amended from time to time.

6.10 ITOSSINDIA shall be entitled to impose penalty on ASP/AFFILATES on account of poor or defective service or failure to maintain the SLA on a case to case basis, based on penalty clause agreed between ITOSSINDIA and its end customer.

## **7.0 Responsibilities of ITOSSINDIA**

7.1 ITOSSINDIA shall provide the required spare parts to ASP/AFFILATES .

7.2 ITOSSINDIA may at its sole discretion provide ASP/AFFILATES swaps / loaners for providing the Limited Warranty/ AMC support to end-user customers.

7.3 ITOSSINDIA may conduct surprise checks/inspections to verify that ASP/AFFILATES maintains adequate technical skills of the resources, spare management system and Drop Point etc. needed for meeting its obligations under this Agreement.

7.4 The ASP/AFFILATES shall provide ID badges to ASP/AFFILATES designated engineers engaged for ITOSSINDIA services who are certified by ITOSSINDIA. In the event of termination / exit / separation of such engineer from ASP/AFFILATES 's organisation, ASP/AFFILATES shall give prompt written advance notice to ITOSSINDIA and Take back the ID Badge.

## **8 Payment Terms**

8.1 ASP/AFFILATES shall be entitled to the service fee as mutually agreed for the Services rendered successfully and updated in the system by ASP/AFFILATES as per the SLA in **Annexure -B**. The ASP/AFFILATES shall provide installation services to a Customer only if specifically directed by ITOSSINDIA in writing.

8.2 In consideration of Services provided by ASP/AFFILATES , ITOSSINDIA shall pay service fee at the rate detailed in **Annexure - C** hereof.

8.3 ASP/AFFILATES shall submit the bills on a monthly basis to ITOSSINDIA, by 5<sup>th</sup> of the following month, in the format specified by ITOSSINDIA from time to time, along with copy of the original Service Note, duly signed and stamped by customer and proof of defective spares returned to ITOSSINDIA. ASP/AFFILATES shall also submit soft copy of the claims to ITOSSINDIA. ITOSSINDIA reserves the right to reject and forfeit those claims for reimbursement, which are not received by ITOSSINDIA within 30 days of performance of services.

8.4 ASP/AFFILATES shall be solely responsible for all of his tax liabilities and any social payments that are due and hereby releases ITOSSINDIA of any and all liability that may arise from the ASP/AFFILATES failure to pay the appropriate governmental entity.

8.5 ITOSSINDIA shall be liable to reimburse to ASP/AFFILATES expenses incurred, if any, with prior written consent of ITOSSINDIA. Such reimbursement will be claimed on a monthly basis as per the process defined herein above.

8.6 The payment will be made within 60 days after the receipt of the proper invoice.

- 8.7 After registration with ITOSSINDIA ASP/affiliate will earn of Rs 50 and same can be withdrawn once the first call is closed. It will be disbursed along with fist Payment.
- 8.8 Incentive Schemes will be available time to time based of Company growth for the benefits of ASP/Affiliates .

## **9. Spare parts**

ITOSSINDIA has agreed that the supply of spare parts required by ASP/AFFILATES for fulfilment of its Service obligations shall be on the following terms:

- 9.1 The ASP/AFFILATES agrees to use only ITOSSINDIA-provided genuine spare parts for Services.
- 9.2 The ASP/AFFILATES shall ensure to use the spare against the same MR number & SO. ASP/AFFILATES is not authorised to swap any spares from one SO to the other.
- 9.3 ITOSSINDIA supplied spares will have tamper proof stickers, ITOSSINDIA will audit use of spares for right service order and specific system at customer location. Any failure in such audit will lead to termination of this agreement.

## **10 Modifications:**

The ASP/AFFILATES has no right whatsoever to make any modification to the Product(s), remove or add parts to any of the Products, except as authorised in this Agreement and required for rectification of default.

## **11. Dispute Resolution, Governing Law and Jurisdiction**

- 11.1 **Arbitration:-** In the event of any dispute or difference arising at any time between the Parties to this Consortium Agreement hereto, as to the construction, meaning or effect of the terms of appointment or any terms or thing contained herein or the rights, duties, liabilities and obligations of the either Parties hereto in relation to the terms the same shall be referred to a single arbitrator, in case the parties can agree upon one (1), within a period of thirty days upon being called by a party to do so and failing such agreement, it shall be referred to three (3) arbitrators, one (1) to be appointed by Vendor and the other arbitrator by KITL and the third arbitrator who shall preside the tribunal, is to be appointed by the two arbitrators so appointed. All such arbitration proceedings shall be held in Hyderabad in accordance with the Arbitration and Conciliation Act, 1996, as amended form time to time.

## **12 Other Conditions**

- 12.1 Non-Competition: ASP/AFFILATES shall not associate with any other principal / OEMs for end user product support without the prior written consent from ITOSSINDIA.
- 12.2 ASP/AFFILATES shall conduct its business of servicing the Products in such a way as to enhance the reputation and goodwill of ITOSSINDIA, its products, its Service or trademarks among customers, consumers, other end-users or the local authorities.
- 12.3 ASP/AFFILATES shall maintain full and proper books of account in accordance with the generally accepted accounting principles and ITOSSINDIA or its authorised representative or

agent shall at any time, have the right to audit, inspect and take copies of such books of account and carry out a stock inspection of the Spares, special tools, jigs and other equipment required for the provision of Services.

- 12.4 Without prejudice to ITOSSINDIA's rights under this Contract, tort, at law or equity, the ASP/AFFILATES shall be liable for penalty and/or suit for damages, malpractices, fraud or misrepresentation regarding consumption of material and/or labour or services. The quantum of penalty shall be in the sole discretion of ITOSSINDIA, depending on the nature and extent of malpractices. The provisions of this sub-clause shall survive expiry or termination of this Agreement.
- 12.5 The ASP/AFFILATES accepts liability for death, personal injury and loss or damage to property howsoever resulting from the ASP/AFFILATES 's negligence or omissions in connection with the provision of the Services or in connection with any other activities undertaken by the ASP/AFFILATES for any purpose related to this Agreement.
- 12.6 The provisions of this Section "Other Conditions" shall survive the termination of this Agreement for any reason.

### **13. No right or license:**

- 13.1 This Agreement shall not be construed as granting to the ASP/AFFILATES any right to use ITOSSINDIA or its affiliates trademarks, service marks or trade names or otherwise refer to ITOSSINDIA in any marketing, promotional or advertising materials or activities. Without limiting the generality of the forgoing, ASP/AFFILATES shall not disclose: (i) the terms and conditions of this Agreement, (ii) the existence of any contractual relationship between ITOSSINDIA and ASP/AFFILATES , except as otherwise required or necessary to carry out or perform the Services, or (iii) issue any publication or press release relating directly or indirectly to (i) or (ii) above without ITOSSINDIA's prior written consent.
- 13.2 Unless otherwise confirmed in writing by ITOSSINDIA, ownership for all Products, equipment's, materials or any goods provided to the ASP/AFFILATES shall vest with ITOSSINDIA and ASP/AFFILATES shall return the same as and when required by ITOSSINDIA or immediately on termination of the Agreement.

### **14 Compliances:**

#### **14.1 General Compliances:**

- 14.1.1 In performing its obligations under this Agreement, ASP/AFFILATES shall comply, and will cause its personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. ASP/AFFILATES shall conduct all its dealings in a very ethical manner. In connection herewith, ASP/AFFILATES shall abide by ITOSSINDIA's Code of Conduct and shall promptly disclose any breach of these provisions to allow for timely action in their prevention and detection. Any violation of ITOSSINDIA's Code of Conduct by ASP/AFFILATES shall constitute a breach of this Agreement and ITOSSINDIA shall have the right to take appropriate actions or remedies, including legal remedies as may be required under the circumstances.
- 14.1.2 ASP/AFFILATES represents that ASP/AFFILATES holds and will hold during the term of this Agreement all valid licenses, permits, registrations and authorities necessary to perform

the Services. ASP/AFFILATES shall furnish to ITOSSINDIA such certificates or certifications relating to the Services as may be reasonably requested by ITOSSINDIA.

14.1.3 ASP further undertakes to comply with all applicable laws, including labour laws PF/Gratuity/ESI/ etc. and to provide proof of compliance if so, required by ITOSSINDIA.

14.1.4 Affiliates will be covered under the LAW of PF and ESI based on call volume closer on monthly basis. Minimum 120 calls closer is required to cover under PF and ESI Laws.

#### 14.2 Compliances related to employment:

14.2.1 ASP/AFFILATES shall be responsible for supervision and control of the personnel engaged by ASP/AFFILATES for providing Services under this Agreement and responsible for maintaining discipline, peace, good behavior, dealings, appearance of their personnel deployed for providing such services to ITOSSINDIA.

14.2.2 It is hereby expressly agreed between the Parties that during the term of the Agreement, the personnel deployed by ASP/AFFILATES are the employees of ASP/AFFILATES and shall not, at any time, be treated as employees of ITOSSINDIA. ASP/AFFILATES shall be solely responsible for the terms of employment of such personnel including but not limited to their salary, leave policy, tenure of employment, etc. Further, ASP/AFFILATES shall also ensure that it is in compliance with all applicable statutory obligations and enactments including but not limited to, labour and employment laws and regulations relating to appointment of such personnel. No such personnel deployed shall have any claim or right against ITOSSINDIA with regard to the Services or continued engagement of provision of Services hereunder. If so requested by ITOSSINDIA, ASP/AFFILATES shall provide copies of certificates and challans as proof of its compliance with labour laws/ statutory enactments.

#### 14.3 Good and Service Tax (GST) COMPLIANCE

14.3.1 The ASP/AFFILATES shall pay in a timely manner any applicable Goods and Services Tax, value added tax or similar transaction taxes, duties, cess and other imposts due on account of purchases under the Agreement or on account of the execution of the Agreement. If new or higher transaction taxes become applicable to purchases made under the Agreement, the ASP/AFFILATES will be responsible for such new or higher transaction taxes. The ASP/AFFILATES is responsible for all additional value added and transaction tax liabilities and any related interest and penalties, in respect to non-compliance as assessed by a taxing authority.

14.3.2 The ASP/AFFILATES shall immediately intimate any change of status or compliance rating under GST which has bearing for availing input tax credit by ITOSSINDIA. The ASP/AFFILATES shall ensure that the invoices, debit notes or credit notes should show the amount separately towards the tax. Tax collected should be paid promptly to the authority and the tax return should be filed within prescribed due dates as per the GST rules.

14.3.3 The ASP/AFFILATES would ensure that HSN (Harmonised System Number) of the Goods or Services or both required to be stated in the invoice will be in accordance of GST Law and also as per the PO issued by ITOSSINDIA. Further, ITOSSINDIA will have the sole discretion to decide from where the supply of the Product or services will be made against the valid purchase order and appropriately charge Integrated Goods and Service Tax (IGST) or Central Goods and Service Tax (CGST) and State Goods and Service Tax (SGST) as may be the case. Such taxes shall be based on place of supply in consonance with the GST provisions.

14.3.4 The ASP/AFFILATES shall mention correct applicable GST identification number ("GSTIN") of ITOSSINDIA as provided by ITOSSINDIA in all the transactions under GST.

- 14.3.5 The ASP/AFFILATES shall ensure timely issuance of permit/e-way bill & delivery of goods as required under GST law with due intimation to ITOSSINDIA for necessary approval. Further, the ASP/AFFILATES agrees to issue an advance receipt with appropriate GST break-up, in the event of collection of any form of advances against the supplies agreed to be made by the ASP/AFFILATES
- 14.3.6 Further, it is agreed between the parties that the ASP/AFFILATES shall raise a credit note on ITOSSINDIA in timely manner, in the event of any adjustment to the value of the supply (either proportionate or full) including the adjustment to the taxes applicable on the same. The ASP/AFFILATES will ensure that correct treatment of GST in respect of credit and debit notes are given and proper reversal of input tax credit if any has to be made diligently, any tax exposure due to any non-compliance or errors by the ASP/AFFILATES in this respect would be borne by the ASP/AFFILATES .
- 14.3.7 The ASP/AFFILATES is responsible for any tax or compliance obligation that may arise as a result of any discounts, rebates or other benefits received (including, without limitation, benefits received to pass through to ITOSSINDIA) as a result of any Product or Service price reductions that become payable under this Agreement. Where the ASP/AFFILATES deems it necessary to account for any tax not already accounted for by ITOSSINDIA then any such discounts or other benefits shall be deemed inclusive of that tax.
- 14.3.8 The ASP/AFFILATES is responsible for all additional Goods and Services, value added and transaction tax liabilities, and any related interest and penalties, in respect to noncompliance as assessed by a taxing authority in this regard. The tax amount portion of the invoice shall be paid by the ITOSSINDIA only after the ASP/AFFILATES has provided sufficient proof that the amount for the Goods and Services Tax charged in the invoice is declared in Form GSTR-1 and Form GSTR-3 and the taxes have been paid. In case the ASP/AFFILATES fails to pay such taxes or has not provided the ITOSSINDIA proof of their tax clearance, the ITOSSINDIA shall withhold the payments for the subsequent month.
- 14.3.9 Further, the Parties agree that the ASP/AFFILATES duly discloses all the supplies via applicable GST reporting thereby making available all the applicable input tax credits to the ITOSSINDIA during the tax period in which such supply was undertaken. In the event of any breach, the ASP/AFFILATES agrees to indemnify the ITOSSINDIA. The ASP/AFFILATES shall ensure compliance with anti-profiteering clause under GST and accordingly pass on the necessary benefits to ITOSSINDIA by way of reduction in prices.
- 14.3.10 The ASP/AFFILATES shall be required to indemnify and hold harmless ITOSSINDIA, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other representatives from any losses, claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) on account of violation of applicable tax laws by the ASP/AFFILATES (including but not limited to non-filing of the requisite forms with the tax authorities to claim tax credit etc.)
- 14.3.11 The ASP/AFFILATES shall duly submit a self-declaration to ITOSSINDIA in the prescribed format as given in **Annexure I** to this Agreement.

## 15 Insurance:

- 15.1 ASP/AFFILATES shall procure and maintain with reputable insurers insurance protecting ITOSSINDIA and ASP/AFFILATES against liability or claims for damages arising from or relating to injuries, including death, suffered by persons, including employees and agents of ASP/AFFILATES in performance of its obligations under this Agreement. ASP/AFFILATES to obtain and keep in force adequate insurance coverage to cover the inventory and any other material in its possession.

- 15.2 The ASP/AFFILATES undertakes and agrees to take out adequate insurance covering public liability and safety requirements and agrees to produce at ITOSSINDIA's request the insurance policy and relevant renewal receipts for inspection by ITOSSINDIA.
- 15.3 ASP/AFFILATES is responsible for proper storage of material entrusted with it, whether by ITOSSINDIA or the Customer. It is the responsibility of ASP/AFFILATES to obtain and keep in force adequate insurance to cover the inventory and any other material in its possession.

## **16 Confidentiality**

- 16.1 ASP/AFFILATES shall hold and keep safe and in-confidence all information disclosed to it by ITOSSINDIA, which information, in addition to information which is disclosed under circumstances reasonably importing a duty of confidentiality on the part of ASP/AFFILATES, shall be deemed to include technical and commercial information relating to ITOSSINDIA businesses, facilities, ITOSSINDIA's products, techniques and processes in form of oral disclosure, demonstration, device, apparatus, model, sample of any kind, computer program, magnetic medium, document, specification, circuit diagram, or drawing (including but not limited to information of a general nature or information not necessarily in the form as applied to wireless telecommunications systems) which information is proprietary to ITOSSINDIA and or to its affiliated companies, the business and financial information of the ITOSSINDIA (hereinafter "Information"), except that such protection shall not extend to Information which is in the public domain otherwise than by breach of this Agreement.
- 16.2 ITOSSINDIA has the right to claim compensation and ASP/AFFILATES agrees to indemnify and hold ITOSSINDIA harmless against any damages caused by breach of the provisions of the preceding paragraph by ASP/AFFILATES.
- 16.3 The obligations under this Article shall bind the parties for the period of the validity of this Agreement and three (3) years thereafter and they will survive any cancellation or termination of this Agreement.

## **17 Intellectual Property Rights**

- 17.1. ASP/AFFILATES Intellectual Property shall mean intellectual property owned, leased and/or licensed by ASP/AFFILATES prior to the provision of Services or developed outside and independently from this Agreement. Except for ASP/AFFILATES Intellectual Property, ASP/AFFILATES agrees that the deliverables produced and/or provided under the Agreement shall constitute the work product of ITOSSINDIA and/or its principals (the "ITOSSINDIA Work Product"). Additionally, other than ASP/AFFILATES Intellectual Property, ITOSSINDIA Work Product shall further include, without limitation: all tools, data (including, without limitation, specifications) and/or methods used to design, create, generate or otherwise develop the deliverables and/or perform the Services; and all patent, copyright, trade secret and other proprietary and intellectual property rights developed with respect to the deliverables, creation of deliverables and/or performance of the Services. Intellectual property rights (as used in the Agreement) means: any and all intellectual property rights existing from time to time under any law or regulations of India as well as country of OEM.
- 17.2. To the extent that the ITOSSINDIA Work Product incorporates or requires for use ASP/AFFILATES Intellectual Property ("Licensed Materials"), ASP/AFFILATES hereby grants to ITOSSINDIA a perpetual, irrevocable, non exclusive, worldwide, royalty free, fully paid-up license under all necessary intellectual property rights to: (i) use, make, sell, execute, adapt,

- translate, reproduce, display, perform, prepare derivative works based upon, and distribute (internally and/or externally) copies of the Licensed Materials and their derivative works, and (ii) authorize others to do any, some, or all of the foregoing.
- 17.3. All ITOSSINDIA Work Product is solely and exclusively the property of ITOSSINDIA and ITOSSINDIA shall own all intellectual property rights therein. To the extent any ITOSSINDIA Work Product qualifies as a "work made for hire" under applicable copyright law, it will be considered a work made for hire and the copyright will be owned solely and exclusively by ITOSSINDIA. To the extent that any ITOSSINDIA Work Product is developed in another country where it would not be considered a "work made for hire" under applicable copyright law, ASP/AFFILATES hereby assigns and transfers all of its right, title and interest in and to the ITOSSINDIA Work Product to ITOSSINDIA. Furthermore, ASP/AFFILATES shall ensure that its employees, subcontractors, representatives, agents or other contractors engaged to perform Services hereunder comply with the terms of the Agreement including, without limitation, this Section. Where applicable, or at the request of ITOSSINDIA, ASP/AFFILATES shall deliver an executed, written deed of assignment assigning to ITOSSINDIA ownership of all intellectual property rights in and to any ITOSSINDIA Work Product developed by ASP/AFFILATES including, without limitation, those developed by its employees, affiliates or subcontractors,.
- 17.4. ASP/AFFILATES will, as part of the ITOSSINDIA Work Product, disclose promptly in writing to ITOSSINDIA all of the ITOSSINDIA Work Product and document all intellectual property rights as ITOSSINDIA personnel may direct. Furthermore, ASP/AFFILATES shall, upon request, provide to ITOSSINDIA all of the ITOSSINDIA Work Product.
- 17.5. ASP/AFFILATES agrees to take any action and fully cooperate with ITOSSINDIA, as ITOSSINDIA may request to effect the provisions of this Section-A including, but not limited to, applicable waivers of moral rights.
- 17.6. To the extent ITOSSINDIA delivers to ASP/AFFILATES , or provides ASP/AFFILATES access to, any software, specifications, documentation, data, hardware, tools, know how, methodologies, processes and/or any other materials, information or intellectual property owned, leased and/or licensed by ITOSSINDIA (collectively "ITOSSINDIA Materials"), ASP/AFFILATES shall have the right to use such ITOSSINDIA Materials solely for ITOSSINDIA's benefit and solely for the purpose of performing its obligations to ITOSSINDIA under the Agreement including, without limitation, providing the Services. Except for the limited right expressly granted above, ITOSSINDIA is not granting to ASP/AFFILATES any other rights or licenses in or to the ITOSSINDIA Materials. ASP/AFFILATES shall return to ITOSSINDIA all ITOSSINDIA Materials in its possession upon ITOSSINDIA's request. In addition, ASP/AFFILATES will use the ITOSSINDIA Materials in compliance with any applicable use restrictions (i) that are disclosed by ITOSSINDIA to ASP/AFFILATES , or (ii) that are contained in the agreements governing the use of any ITOSSINDIA Materials that are provided or made available to ASP/AFFILATES .
- 17.7. ASP/AFFILATES agrees that it will not seek to enforce any of its intellectual property rights (excluding trademark rights) against ITOSSINDIA or any third party in connection with ITOSSINDIA's use of any hardware, software, services and/or materials that are similar to the Deliverables

## **18 Term and Termination**

- 18.1 This Agreement shall be valid for a period of one (01) year from the Effective Date and shall stand automatically renewed for a further period of one year each year unless the Parties decide otherwise.
- 18.2 Termination for Convenience: ITOSSINDIA can terminate the Agreement without any cause by giving one (1) month's written notice without assigning any reason and ASP/AFFILATES can terminate the Agreement by giving minimum of three (3) months written notice.

18.3 Irrespective of the preceding Clauses, ITOSSINDIA has the right to terminate this Agreement by a written notice of 14 days if ASP/AFFILATES is in breach of its obligations under this Agreement and has failed to remedy such breach within fourteen (14) days of receipt of written notice of such breach. In such an event security deposit paid by ASP/AFFILATES shall also be forfeited.

18.4 Upon termination of this Agreement for any reason the ASP/AFFILATES shall, without additional cost to ITOSSINDIA, promptly return to ITOSSINDIA all property of ITOSSINDIA, including data, records, documentation and other property belonging to ITOSSINDIA.

### **19. Non-Assignability**

19.1 This Agreement shall not be sub-contracted, transferred or assigned by a ASP/AFFILATES without the prior written consent of ITOSSINDIA.

19.2. Subcontracting of any Services by ASP/AFFILATES to any agency, organization or a person directly or indirectly under this agreement without the prior approval of ITOSSINDIA is strictly prohibited. Services delivered via the ASP/AFFILATES 's subcontractor(s), if any, without the approval of ITOSSINDIA, will be deemed as non-compliance and may lead to immediate termination of this Agreement, without any notice, and ASP/AFFILATES shall be fully liable for any claims for damages or losses arising out of such subcontracting.

### **20. Notices**

Notice under this Agreement will be in writing in English language. Such notice will, for all purposes, be deemed to have been duly given and received (i) when actually received or (ii) after five days from mailing when sent by registered mail properly addressed, to the respective parties hereto at their addresses specified herein below, or at such other address for either party as may be specified by such party to such purpose or (iii) immediately when sent by facsimile transmission with receipt acknowledge by answer back.

For ITOSSINDIA 416, Rishabh Cloud 9 , Vaishali, Sector -1 Ghaziabad Uttar Pradesh	
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### **21. Amendment**

This Agreement may only be amended in writing by a document so designated and executed by the authorised representatives of the parties hereto.

### **22. Non Waiver**

Any failure of a party to enforce at any time any of the provisions of this Agreement, including without limitation the termination provisions, shall not be construed to be a waiver of such provision or of the right of a party thereafter to enforce such provision.

### **23. Consequences of Termination**

Immediately upon the expiration or termination of the Agreement for any reason whatsoever:

- a) All amounts payable to ITOSSINDIA shall become immediately due and payable on the date of termination of this Agreement.
- b) ASP/AFFILATES shall cease to service the Products and cease to use in any manner the designation "ITOSSINDIA authorised ASP/AFFILATES" or any derivation thereof.
- c) That ASP/AFFILATES shall not intentionally or otherwise commit any acts which would cause a third party or a layman to believe that ASP/AFFILATES continues to Service Products for ITOSSINDIA.
- d) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Agreement.
- e) ASP/AFFILATES hereby undertakes to promptly return to ITOSSINDIA in good physical condition and adequate protective packaging [as determined by ITOSSINDIA] all defective and good spares in its custody, either ITOSSINDIA property or customer property, within seven days of notice of termination of this agreement. In the event of failure of ASP/AFFILATES to return the spares / materials as stipulated above, ASP/AFFILATES hereby irrevocably authorises ITOSSINDIA, its employees and/or agents to enter ASP/AFFILATES's premises and repossess/ take back the spare/ materials.
- f) ASP/AFFILATES shall not be entitled to any compensation or indemnity (whether for loss of business, income, goodwill or otherwise) as a result of the termination of this Agreement.
- g) ASP/AFFILATES shall immediately eliminate all references to ITOSSINDIA and all other representations of ASP/AFFILATES's appointment hereunder from all its literature, spares/ materials.

#### **24. Indemnification:**

ASP/AFFILATES shall defend, indemnify and keep harmless ITOSSINDIA against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in connection with Services provided by ASP/AFFILATES and against all claims, demands proceedings, damages, costs, charges and expanses whatsoever in respect of or in relation thereto.

ASP/AFFILATES shall indemnify and hold harmless ITOSSINDIA, its affiliates, directors, officers, employees and agents from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorney's fee, expenses and settlement cost) (collectively "Damages") arising out of:

- (I) Breach of the terms of this Agreement by ASP/AFFILATES .
- (II) ASP/AFFILATES's failure to comply with relevant laws and regulations, including labour laws;
- (III) representations or warranties (which are greater than the warranties, if any, authorised by ITOSSINDIA) held out by ASP/AFFILATES ;
- (IV) Any cause of action by a Customer on account of Services or non-performance by ASP/AFFILATES .
- (V) any act or omission of ASP/AFFILATES or any of its employees, agents, or contractors.

## **25. Force Majeure**

Neither party shall be under any liability for any failure to perform any of its obligations under this Agreement due to any cause not within its control including, without limitation, riots or civil commotion, wars (whether declared or not, expropriation or confiscation for public needs, embargo, act of God, discontinuation of public or private transportation or supply of energy, non-availability of material or components used in the manufacturing of the Products, fire or some other unusual event with equally drastic effects beyond the parties' control. Following notification by either party to the other of such cause, such party shall be allowed a reasonable extension of time for the performance of its obligations. Either party may terminate this Agreement by giving written notice to the other if performance of this Agreement is substantially prevented for more than one month due to any cause referred to in this clause "Force Majeure".

## **26. Intellectual Property Rights**

Ownership of the copyright patents, Brand, trademarks, trade dress etc. in all Products, drawings, specifications, manuals, documents, signboards, logos, trademarks, brand names, data, and software (collectively, "IPR") provided by ITOSSINDIA to ASP/AFFILATES under this Agreement shall remain with ITOSSINDIA and/or its licensors. Unauthorised use or copying of the IPR by ASP/AFFILATES is strictly prohibited and subject to penal action under applicable laws.

## **27. Limitation of Liability**

In no event shall ITOSSINDIA be liable for special, indirect, incidental or consequential damages, or for any damages resulting from loss of use, data, goodwill, reputation, premature termination of the Agreement, or profit / income arising out of or in connection with this Agreement, whether in an action based on contract or tort. In no event shall the maximum liability of ITOSSINDIA under this Agreement exceed Rs.1,00,000/-.

## **28. Inspection and Right to Audit**

- 28.1 ASP/AFFILATES shall keep complete and accurate records of all the operations and expenses in connection with the services provided to ITOSSINDIA. All said records shall be kept on file by ASP/AFFILATES for a period of three (3) years from the date the record is made.
- 28.2 ASP/AFFILATES shall, upon reasonable notice, and by mutual consent, allow ITOSSINDIA, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing, ASP/AFFILATES 's operations and business records which are directly relevant to the services and financial agreements, as set forth in this Agreement.
- 28.3 ASP/AFFILATES shall co-operate with ITOSSINDIA's internal or external auditor to assure a prompt and accurate audit. ASP/AFFILATES shall also co-operate in good faith with ITOSSINDIA to correct any practices / services which are found to be deficient as a result of any such audit within a reasonable time after receipt of ITOSSINDIA's audit report. Such audits or reviews will be at the expenses of ITOSSINDIA. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, ASP/AFFILATES shall be bound and liable to reimburse to ITOSSINDIA such discrepancies or overcharges and for the cost of the audit.

## **29. ANTI-BRIBERY**

- a. Neither the ASP/AFFILATES , nor any person employed by it or representing it, has made, offered, promised or authorized, and covenants that neither it, nor any person employed by it or representing it, will make, offer, promise or authorize, directly or indirectly, any payment or transfer of anything of value to any official or employee of any government agency or instrumentality, any political party or officer thereof, or any candidate for public office or to any officer, employee or agent of the Customer for the purpose of influencing a decision by any of them to take actions to assist ITOSSINDIA in obtaining, retaining or directing business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.
- b. There are no subagents connected with this Agreement or any sales made under it and that no monies due to Dealer are being shared with or will be shared with anyone.
- c. The ASP/AFFILATES shall comply with the U.S. Foreign Corrupt Practices Act and other laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and ASP/AFFILATES warrants that neither it nor any person representing it will make, offer, promise or authorize, directly or indirectly, any payment or transfer of anything of value to an official, representative, employee or agent of any governmental agency or instrumentality or Customer, any political party or candidate for public office, or make any payment to anyone who ASP/AFFILATES knows or should know will make a payment to any of the foregoing, in order to promote or retain business or assist ASP/AFFILATES in performing its obligations and/or providing information to ITOSSINDIA under this Agreement.

## **30. GENERAL**

- a. Health and Safety. ASP/AFFILATES will conduct its activities so that its equipment, working conditions and methods are safe and without risk to health for its own, ITOSSINDIA's and Customer's employees as well as for any other users of the location in which ASP/AFFILATES is conducting its activities.
- b. No Publicity. ASP/AFFILATES agrees not to publicize or disclose to any third party without the prior written consent of ITOSSINDIA, either the terms of this Agreement or the fact of its existence and execution, or the participation of Customer, except as may be necessary to comply with other obligations stated in this Agreement.

## **31. Entire Agreement**

This Agreement, including all Schedules, constitutes the entire agreement between ITOSSINDIA and ASP/AFFILATES concerning the subject matter hereof, and it supersedes all prior communications or agreements, written or oral, and is intended as a complete and exclusive statement of the terms and conditions between the parties.

If, at any time during the term of this Agreement, any provision hereof is held by a court of competent jurisdiction to be void or unenforceable, such provision shall be modified as necessary to conform to such laws or, if such modification does not represent the intent of

the parties, said provision shall be severed from this agreement and this Agreement shall be interpreted without reference thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) copies, one for each party.

For and on behalf of  
**ITOSSINDIA**

1. \_\_\_\_\_

For and on behalf of **ASP/AFFILATES**

1. \_\_\_\_\_

Signature

\_\_\_\_\_  
(Name in BLOCK Letters)  
(Title)

Signature

\_\_\_\_\_  
(Name in BLOCK Letters)  
(Title)

**Annexure-A**  
**Scope of Services**

ASP/AFFILATES shall provide the following services:

- Customer onsite services for AMC /warranty, break fix / repairs as per ITOSSINDIA's policy;
- Customer onsite service, including but not limited to repair / break fix of the hardware parts, till resolution of the Customer complaint.
- Maintenance of associated documentation e.g. Preparation and submission of maintenance/repair reports for defect and failure rate evaluation.
- Customer handling
- Customer Facilitation
- Handling Customer Queries
- Project Job work
- New product installations, configuration, hardware and software connectivity test.
- Fault finding, Configuration of Settings, touch screen calibration, problem related to Hardware and Operating System.
- Configuration of TCP/IP address and installation & configuration of customer specific applications.

Authorised Products List			
SI No.	Model/ Range	AMC /Warranty	Type of Support
1	All OEM's Desktop, All in One PC's & Thin clients ( all End User Devices)	-do-	Customer On Site
2	Peripherals ( All OEM's)	-do-	Customer On Site
3	Entry Level Servers ( All OEM's)	-do-	Customer On Site

ITOSSINDIA reserves the right to make modifications to the above list by notifying ASP/AFFILATES.

**Name of OEMS:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>a. HP /Compaq</li> <li>b. DELL</li> <li>c. ACER</li> <li>d. Lenovo</li> <li>e. AGS</li> <li>f. IBM</li> <li>g. Wipro</li> <li>h. Epson</li> <li>i. Wep</li> </ul> | <ul style="list-style-type: none"> <li>k. TVSE</li> <li>l. Tally</li> <li>m. Lipi</li> <li>n. Printonics</li> <li>o. Modi Olivetti</li> <li>p. Canon</li> <li>q. Xerox</li> <li>r. Lexmark</li> <li>s. Rico</li> <li>t. Konica Minolta</li> <li>u. Panasonic</li> <li>v. Brother</li> </ul> |
|--|---|

**Annexure-B**

**Support Standards**

Listed below are the Service Level Agreement (SLA) requirements:

Sl No.	Products	Service Window	ASP/AFFILATES Response Time Commitment	ASP/AFFILATES Resolution Time – SLA Commitment	ASP/AFFILATES Resolution Time- SLA Commitment	Location
				90%	100%	
1	All OEM's Desktop, All in One PC's & Thin clients (all End User Devices), Workstations and Peripherals	9 am – 6pm, Monday to Saturday	NBD response for calls assigned before 2pm	NBD	<2 BD	In City
2	All OEM's Desktop, All in One PC's & Thin clients ( all End User Devices), Workstations and Peripherals	9 am – 6pm, Monday to Saturday	2BD response for calls assigned before 5pm	2BD	< 4 BD	Out City

- Response and Resolution time shall be calculated from the time of call allocation to the ASP/AFFILATES in the call management software (FFA) with respect to the service delivery window of 9 am to 6 pm.
- In case of time of call allocation to the ASP/AFFILATES in the call management software (FFA) after 5 PM, then Response & Resolution time shall be calculated from next working day for In city Calls
- In case of time of call allocation to the ASP/AFFILATES in the call management software (FFA) after 5 PM, then Response & Resolution time shall be calculated from next working day for Out City Calls.
- Sunday's and other public holidays will be excluded from the calculation of response and resolution time. However, on special cases, ASP/AFFILATES shall attend calls on these days also on request.
- SLA can be revised based upon the Project requirement time to time basis.
- Response Time states to the physical visit at customer place where on site distance between customer place & ASP/AFFILATES location (Drop Point) shall be <60 kms. For remote location distance more than 60 Kms telephonic response is mandatory and ASP/AFFILATES has to fix a schedule with customer on engineer site visit.
- Resolution Time states to the proper closure of calls. For part calls resolution TAT shall be on hold during part in transits.
- Distance charges shall be based upon the distance travelled from drop point location to customer place one sided.
- In case of multiple calls in same pin code on same day, distance charges will be applicable only on first call & rest calls of same pin code on same day will be treated as In-city.



## Annexure C

### AMC / Warranty Labour charges/ fees matrix

S no.	Product	Mode	Reimbursement Amount (Rs.) Per Solution	Remarks
1	All OEM's Desktop, All in One PC's & Thin clients ( all End User Devices), Entry level Servers and Peripherals – for all calls completed within defined SLA	OSM	Based on case and available on portal	H/w failure& per customer solution. ( L1 & L2)
2	FMS/TPM	OSM	Based on case and available on portal	As per Contract, commercials mutually agreed.
3	Installation	OSM	Based on case and available on portal	As per the SOW & per project wise.

- The above reimbursements are for all calls attended within a radius of 60 Kms from the ASP/AFFILATES Locations (Drop Points).
- Additional reimbursement for the outstation calls – for all calls completed within defined SLAs are as follows:

a.	60 to 120 Kms (from ASP/AFFILATES location)	Base Price + Rs.150/-
b.	More than 120 Kms (from ASP/AFFILATES location)	Base Price + Rs.250/-

- Distance mapping shall be calculated on the basis of pin code using standard Geographical application.
- All Non-MR calls (no material required) which are not closed within 2 days from call assigned date, ITOSSINDIA will not reimburse for such calls
- Bonus/Penalty is meant for Service Excellence, which is mentioned as below.

Parameter	Goal	< 80%	80% -85%	86% - 92%	93% - 95%	>95%
Customer Experience	90%	Penalty of 2% on BV	Penalty of 1% on BV	0%	Bonus of 1% on BV	Bonus 2% on BV
SLA Commitment	90%	Penalty 2% on BV	Penalty 1% on BV	0%	Bonus of 1% on BV	Bonus of 2% on BV

NB: The above rates are subject to change at the sole discretion of ITOSSINDIA

## Annexure - D

### Classification of Cities

<b>S. No.</b>	<b>State</b>	<b>Location</b>	<b>Classification</b>
1	Andhra Pradesh	Hyderabad	A
2	Delhi	Delhi	A
3	Karnataka	Bangalore	A
4	Maharashtra	Mumbai	A
5	Tamil Nadu	Chennai	A
6	West Bengal	Kolkata	A
7	Andhra Pradesh	Visakhapatnam	B
8	Bihar	Patna	B
9	Chhattisgarh	Raipur	B
10	Coimbatore	Coimbatore	B
11	Gujarat	Ahmedabad	B
12	Gujarat	Vadodara	B
13	Haryana	Gurgaon	B
14	Jharkhand	Ranchi	B
15	Jharkhand	Jamshedpur	B
16	Karnataka	Mangalore	B
17	Karnataka	Hubli	B
18	Kerala	Cochin	B
19	Madhya Pradesh	Indore	B
20	Madhya Pradesh	Bhopal	B
21	Maharashtra	Pune	B
22	Maharashtra	Nagpur	B
23	Orissa	Bhubaneshwar	B
24	Orissa	Cuttack	B
25	Punjab	Chandigarh	B
26	Rajasthan	Jaipur	B
27	Uttarpradesh	Lucknow	B
28	Uttarpradesh	Kanpur	B
29	Uttarpradesh	Ghaziabad	B
30	West Bengal	Siliguri	B
31		All other cities	C

Note: The classification of categories of location may vary from time to time.

**Annexure- E**

**List of Locations**

The ASP/AFFILATES is obliged and authorized to render Onsite Service and Maintenance support for the ITOSSINDIA products at the following locations:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

## **Annexure - F**

### **Reporting/ Documents**

ASP/AFFILATES shall provide reports to ITOSSINDIA in the specified formats and at intervals so required by ITOSSINDIA. In addition, ASP/AFFILATES agrees to provide any other reports (as directed from time to time by ITOSSINDIA) based on the ground conditions and competitive situation.

ASP/AFFILATES shall submit the reports/documents as specified below: -

1. Daily open call registers- daily report;
2. Spare inward & Spare Outward register with proof -Monthly report;
3. List of ITOSSINDIA Certified engineers engaged for providing Services under this Agreement, with photo identification. – Monthly report
4. Service Call Note and I Note (Installation Note) with customer signature with stamp. – must be submitted with reimbursement claim(s).
5. Proof of approval for exceptions from the process. Example: The mutually agreed distance charge for any calls greater than 120 KMS is 250 INR, if an engineer needs to be sent to Leh there is extra expense which needs to be approved by ASP/AFFILATES Manager.
6. Duly completed service call report on a weekly basis.

## Annexure-G

### Technical qualification requisites

The technical staff on the rolls of ASP/AFFILATES or hired by ASP/AFFILATES must have the below mentioned minimum qualifications:

1. Minimum ITI /BCOM, BSC, BTECH, BE, with 0 to 3 years Diploma from a reputed institute.
2. Graduate from any recognised university
3. ITOSSINDIA's relevant certification or equivalent (as recommended by ITOSSINDIA).
4. For some qualifications, ITOSSINDIA requires Partner engineers to pass third party exams as a pre requisite – Microsoft, Linux OS, etc. among others. Eg. For Dell project, MCSE certification is must.

## Annexure -H

### Standard Operating Procedure ("SOP")

This Standard Operating Procedure is an integral part of the Agreement. ITOSSINDIA may amend this SOP from time to time and shall provide a copy of the updated/revised SOP to the ASP/AFFILATES . The revised SOP shall supersede all preceding SOPs and the same shall be effective from the 'effective date' specified by ITOSSINDIA.

1. The ASP/AFFILATES shall not attempt to repair spare parts and shall only replace defective parts. Also any parts found as damaged due to customer's handling should not be replaced without written approval from ITOSSINDIA. In case of any deviation found, the cost of the spare parts will be recovered from ASP/AFFILATES for the Customer Induced Defect or Vendor Induced Defect. In case the ASP/AFFILATES fails to make payment of such costs, ITOSSINDIA shall deduct the then current cost of the material from the charges or fees payable to the ASP/AFFILATES , without any notice. Vendor Induced defect is limited to wrong diagnosis or defect due to part mishandling by ASP/AFFILATES . Customer Induced defect is limited to physical damages, defects caused by improper handling of the Product by the Customer or due to burn or unauthorised use of the product by the Customer.
2. ITOSSINDIA shall provide the required spare parts to ASP/AFFILATES .ASP/AFFILATES shall use only the spares parts supplied by ITOSSINDIA unless otherwise agreed to by ITOSSINDIA in writing.ASP/AFFILATES shall not use any other spare parts for providing Services without the prior written consent of ITOSSINDIA.
3. During the support of the designated products, the ASP/AFFILATES shall promptly return the defective parts to its logistics centres wherever present or to the places as mutually agreed. On receipt of the spare parts that are catered by the ITOSSINDIA for replacement of such defective parts, each returned defective spare parts should be complemented by a copy of dully filled Service Note signed by ASP/AFFILATES 's Field Engineer. Service Note shall have necessary information including, serial number/ IMEI number of the equipment, exact nature of the problem, action taken and status of the spare (Faulty / Good) etc., with customer stamp and signature. Any defective part not returned to ITOSSINDIA within 7 days from the date of status declaration in the FFA, will be debited to the ASP/AFFILATES 's account.
4. ASP/AFFILATES shall be responsible for timely return of defective parts to ITOSSINDIA store within the Service window of 7 days starting from call closure date and in case ASP/AFFILATES fails to submit the defective spare parts, the same shall be billed after 30 days from the date of the written reminder letter sent by ITOSSINDIA.
5. ASP/AFFILATES shall make payment at the rate of then current tax paid market price for spare parts for such parts not returned by ASP/AFFILATES . ITOSSINDIA shall have the right to deduct such price from the monthly charges payable to the ASP/AFFILATES . ASP/AFFILATES shall give a statement of inventory of parts and defective part returns to ITOSSINDIA once in a week in a mutually agreed format. Further, the Parties shall reconcile the account on a monthly basis, as mutually agreed, by 10th of the following month.
6. ASP/AFFILATES shall maintain the spare movement / stock register for the spares received from ITOSSINDIA and for the defective spares sent to ITOSSINDIA along with the spare dispatch details. ITOSSINDIA will conduct periodical audit as per mutual agreement. Any discrepancy with the stock, including damages, loss, shortage, will be assessed at actual cost and same shall be adjusted / deducted from outstanding amount payable to the ASP/AFFILATES . If no outstanding is due to ASP/AFFILATES , ITOSSINDIA shall invoice ASP/AFFILATES and ASP/AFFILATES shall make payment of such amount to ITOSSINDIA by way of cheque or Demand Draft immediately as notified by ITOSSINDIA. In case of failure to

pay such amount, ITOSSINDIA shall be entitled to adjust the same against the Security Deposit.

7. Service engineer/ Field Engineer engaged for providing Services must conduct themselves in an exceptionally professional and courteous manner. Acceptable dress is as follows: smart business casual attire is appropriate; Polo-style or button-down shirts are not preferred. No tears or holes in garments are permissible. Service engineer/Field Engineer will wear no commercial branding or advertising of non ITOSSINDIA companies. Comfortable shoes that is clean and with no holes is acceptable. No sneakers are allowed. ASP/AFFILATES 's service engineer or Field Engineer shall display the ITOSSINDIA badge / ITOSSINDIA Authorisation letter while attending the Customer complaint and shall use tool kits provided by ASP/AFFILATES as directed by ITOSSINDIA.ASP/AFFILATES shall adhere to guidelines specified by ITOSSINDIA for providing services to ITOSSINDIA Customers.  
Non-compliance of the said terms shall be treated as a material breach of the terms of the Agreement.
8. ASP/AFFILATES shall promptly refer to ITOSSINDIA all suspected product defects or safety problems and keep ITOSSINDIA informed of customer complaint.
9. ASP/AFFILATES shall check the products/ parts for physical defects at the time of call attendance and report immediately to ITOSSINDIA of such problems.
10. ASP/AFFILATES shall utilise the required computer hardware/ software or internet facility at ASP/AFFILATES 's expense, have electronic access to the ITOSSINDIA's technical database and to perform any electronic exchange with ITOSSINDIA.
11. ITOSSINDIA shall assign the calls to ASP/AFFILATES for the Products listed in Annexure-A at the designated locations by electronic mode ("FFA- Field Force Automation"). ASP/AFFILATES has to update the status on real time of the calls in the FFA which are assigned through the FFA.
12. During the course of fault rectification, ASP/AFFILATES 's engineer has to raise a request to "Technical Assistance Center" ("TAC") at ITOSSINDIA for part requirement against the defective part/s.
13. Spare requirement against the defective part(s) has to be demanded through the FFA after approval from TAC by using part codes which are assigned by ITOSSINDIA.
14. ASP/AFFILATES should facilitate the smart phones (Android OS) to the service engineers to update the real time status of the assigned calls without any additional cost to the ITOSSINDIA. ITOSSINDIA shall provide one FFA engineer login per 75 monthly call volumes and number of Call Coordinator login limited to number of ASP/AFFILATES Drop Points in designated area. ASP/AFFILATES shall avail additional FFA logins as required at its cost, as mutually agreed between ASP/AFFILATES and ITOSSINDIA for performance of Services.
15. ASP/AFFILATES shall monitor SLA performance on the call status / report available in FFA call coordinator login and ASP/AFFILATES shall use correct RC code to update the status of call in the FFA. ASP/AFFILATES shall upload the copy of Service Note with customer signature and stamp while closing the call in FFA.ITOSSINDIA shall not be responsible for SLA breach caused due to wrong RC code updation or call closure without proper Service Note in FFA.
16. ASP/AFFILATES will follow the call management policy laid down by the ITOSSINDIA. The requested parts through the Field Force Automation tool would be delivered by ITOSSINDIA.
17. ITOSSINDIA shall conduct audit on individual calls based on below mentioned parameters and may levy bonus/ penalty depending on the percentage of customer experience as per clause 4 of Annexure - C:
  - a. How would you rate our Engineer technical skills from a scale of (1-10) where 1 being the lowest and 10 being the highest
  - b. How would you rate our Engineer communication and customer handling skill from a scale of (1-10) where 1 being the lowest and 10 being the highest
  - c. Rate your overall satisfaction with the service provided by the Field engineer (1 -10)
  - d. Rate your overall satisfaction with ITOSSINDIA service? (1 - 10)

- e. Rate from 1 to 10, How likely you would recommend ITOSSINDIA to a friend or colleague, with <1> being the least likely to recommend and <10> the highest.
17. The ASP/AFFILATES shall maintain record of all transactions under this Agreement, as per the format prescribed by ITOSSINDIA, including the Service Note (Call reports). ITOSSINDIA representative shall have the authority to audit these documents during the term of the Agreement and for a period of 3 years after the expiry / termination of this Agreement.
  19. Any faulty spares/ parts, components and modules that have been replaced shall become the property of ITOSSINDIA and the ASP/AFFILATES shall return the same to ITOSSINDIA within 7 days of replacement.
  20. ASP/AFFILATES shall give a service warranty of 15 days. If the same problem is reported by the Customer within 15 days of closure of a service, ASP/AFFILATES shall perform the services without any additional charges. Such customer requests shall not be considered as a new complaint. No claim shall be honoured for such new customer service calls for the same equipment serial number/ Product.
  21. ASP/AFFILATES shall at all times remain fully responsible for the Service Stock, Service Training and Tools or swaps/loaner unit provided by ITOSSINDIA for ASP/AFFILATES 's use and shall make good to ITOSSINDIA any loss or damage due to non-return of the said items.
  22. Accounting SOP
    - a. The service claim shall be submitted by the ASP/AFFILATES on 5<sup>th</sup> of every month for the successive month along with copy of Service Note (Service Call Report) with customer stamp and signature along with proof of defective spare parts return if any to ITOSSINDIA. On receipt of a claim, ITOSSINDIA shall, after reconciliation/ setting off or adjusting any penalty/ bonus, if applicable, and confirm the final payable amount to the ASP/AFFILATES by 20<sup>th</sup> of the month. Based on such final confirmation, the ASP/AFFILATES shall raise an invoice on ITOSSINDIA and ITOSSINDIA shall make the payment, within 60 (sixty) days of receipt of an invoice. Any discrepancy in payment must be brought to the notice of ITOSSINDIA before the 30<sup>th</sup> of the following month failing which no such claims or disputes shall be accepted by ITOSSINDIA. Payment will be made after deducting TDS as applicable. ASP/AFFILATES shall bill the Service Tax, as applicable, separately in the invoice.
    - b. ITOSSINDIA reserves the right to reject and forfeit those claims or bills, which are not received by ITOSSINDIA within the time limits specified above.

**ANNEXURE I  
SELF DECLARATION**

I / We ..... declare that I am the ..... of M/s  
..... (The“Firm”) with principal office at .....  
..... declare as follows:

**(The ASP/AFFILATES / VENDOR MUST delete one of the Following Two sets of Declarations before signing below)**

1. That we M/s ..... have formally opted for Composition Scheme under GST and have updated such option with the appropriate authority in GSTN. Accordingly, our Firm’s invoices to you shall not add GST in invoice value. I will comply with GST Rules as applicable on the Composition Scheme under GST.
2. As soon as we reach the prescribed turnover threshold that makes our Firm ineligible under Composition Scheme, I shall take all necessary steps to ensure full compliance with GST Rules and Laws and shall promptly inform ITOSSINDIA about change in our GST Registration Status.

----- OR -----

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A. That I am not registered under GSTN as my annual turnover during previous year was less than the prescribed minimum amount for levy of GST on my sales / services.

B. As soon as we reach the prescribed turnover threshold that makes our Firm ineligible under exemption from GST, I shall take all necessary steps to ensure full compliance with GST Rules and Laws and shall promptly inform ITOSSINDIA about change in our GST Registration Status.

For.....

SIGNATURE  
NAME  
DESIGNATION  
ADDRESS