



# Aretha Techno Solutions

Excellency in Service

## ANNUAL SERVICE CONTRACT (ASC) AGREEMENT

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We **ARETHA TECHNO SOLUTIONS** and (**CLIENT**) located at (address) make the following agreement, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### SCOPE OF WORK FOR ASC:

- 01.** Replacement of all spares is chargeable will be equivalent or higher in configuration however service will be given at free of cost.
- 02.** All standby's and sub-systems will be provided within 24 working hours.
- 03.** A response time within 3-4 working hours from the time of receiving a call.
- 04.** Failure to repair/servicing the equipment in question within specified time without adequate reasons or to return the repaired machine within a week's time may entail proportionate deduction in the bill in respect of the period, to be decided by the **ARETHA TECHNO SOLUTIONS**.
- 05.** The firm shall provide services between 09.00 AM to 6.00 P.M. on all working days.
- 06.** Since **ARETHA TECHNO SOLUTIONS** will have access to highly sensitive data while servicing or carrying out the necessary repairs we undertake that all data or information will be kept with the utmost confidentiality and security.
- 07.** **ARETHA TECHNO SOLUTIONS** agrees to refund part or the entire amount if we do not undertake the necessary services as mentioned herein this agreement accordingly.

### CLIENT WILL UNDERTAKE TO PROVIDE THE FOLLOWING REQUIREMENTS UNDER THIS AGREEMENT:

- 01.** **CLIENT** will pay a total amount of Rupees ₹ **XXXX.XX** In advances every quarterly for the Annual Maintenance Contract of equipment specified in the schedule attached. This is inclusive of Service Tax (currently at a rate of 15%, but should there either be an increase of this amount or subsequent introduction of any new Tax (es) by any Government body throughout the duration of this aforesaid ASC – Agreement, then the total new costs of this will be borne entirely by the **CLIENT**.
- 02.** Will use standard voltage stabilizers or Un-interrupted Power Supply (UPS) to ensure regulated power supply.
- 03.** The work is to be carried out in the Office premises itself. However, only such work as cannot be done in the Office premises will be allowed to be done outside with written permission of the competent authority and extra payment would be made only for the spares in this account.
- 04.** Will take precautionary steps, as far as possible to avoid viruses etc., from entering the computer systems.
- 05.** Will only undertake System-upgrades after informing **ARETHA TECHNO SOLUTIONS** in advance, in writing.





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06. Will ensure as far as possible the equipment is kept away from dust and heat.
07. ASC would be non-comprehensive i.e. including cost of new/original spares for proper functioning of all systems and sub-systems. If any part gives repeated problems i.e. 3 repairs in a maximum period of two month's time then, it must be replaced immediately by the firm with an original new one (charges applicable).
08. Will ensure that the computers under this ASC signed with us, are not rendered transferable to any other company/party.
09. The number of PCs/Peripherals under ASC mentioned in the list can be increased or decreased at the discretion of this Office. The payment shall be made for actual number of hardware under ASC on pro-rata basis.
10. Will take periodical back up of the data (daily or weekly or monthly basis only).
11. Once invoice has been raised from the firm, payment should be made by vendor within 15 days or else 2% extra amount will be charged per month from the firm.
12. Any item, which is under Annual Service Contract, requiring spare parts, will be replaced at actual price of spare/item.
13. In case of any dispute all matters are to be settled in the Court of Bangalore alone.
14. If any system is discarded or terminated, which is under ASC or any system is relocated to any place other than the original site, then this must only be done after informing **ARETHA TECHNO SOLUTIONS**, in writing & giving them one week's prior notice thereby. If **ARETHA TECHNO SOLUTIONS** does not receive any prior intimation of this from **CLIENT** in writing then all resulting incurred ASC charges will also therefore have to be also paid accordingly by the **CLIENT**.
15. The duration of this ASC is twelve (12) Calendar Months from the inception date previously mentioned in this document. **CLIENT** not wishing to renew/extend this agreement (ASC) must advise **ARETHA TECHNO SOLUTIONS** in writing of such, thirty (30) days prior to the termination of the current agreement, Failure to inform of this will result in **ARETHA TECHNO SOLUTIONS** assuming in principal, that the existing agreement shall be renewed & will run concurrently thereafter the due expiry date & all charges accrued there will be made by **CLIENT** on a monthly pro-rated basis accordingly. A formal renewal agreement will be usually otherwise be made & signed by both parties by or prior to the expiry date of this ASC Agreement, to take then subsequent effect.

**ARETHA TECHNO SOLUTIONS WILL NOT BE RESPONSIBLE FOR:**

01. Pests that invade the equipment and cause damage.
02. Damage to the equipment due to Robbery, Fire, Floods, Riots, Will full damage & or neglect, capricious-violence, short circuit due to improper grounding or due to any other extraneous reasons.
03. Any external connections, attachments or improper software materials, other than the equipment or programs specified in the Manufacturer's Manual or Scheduled Instructions.





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04. If its engineers/personnel are not allowed by force to do the necessary repairs to the equipment, or are delayed to

carry out the necessary repairs due to refusal of access or permission.

05. For loss of data under any circumstances **ARETHA TECHNO SOLUTIONS** is not responsible for any illegal software loaded on your computer.

The duration of this agreement is from **DD MMM YYYY** to **DD MMM YYYY**.

**ARETHA TECHNO SOLUTIONS** will give the service to **CLIENT** as listed below:

**System Number:**       ATS/20 - /XXX-PCXX to XXX-PCXX

**LAN/WAN Number:**   ATS/20 - /LAN-XXXX

SL. NO.	DESCRIPTIONS	QTY	RATE	AMOUNT
01	<u>Annual Service Contract: Desktop Computer System</u> (Non-Comprehensive: Excluding spares and service will be free)	XX	XXXXXX	₹ XXXXXX (incl. VAT 15%)
02	<u>Annual Service Contract:</u> <b>LAN/WAN Service Maintenance Existing Set Up</b> (Spare parts are chargeable on actual and availability)	XX	XXXXXX	₹ XXXXXX (incl. VAT 15%)
<b>TOTAL</b>	<b>Amount in Words</b>			₹ XXXXXX





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**PLEASE NOTE:**

- [1] Annual Service Contract Means Spares Are Chargeable at Actual and Service will be free of cost.
- [2] In case of any matter relating to terms and conditions not specified, the same shall be decided by mutual agreement of CLIENT and the ARETHA TECHNO SOLUTIONS. You are requested to read carefully and understand the terms and conditions of maintenance contract in the foregoing paragraphs before sending your quotations. No violation of the aforesaid terms and conditions shall be permitted once this office accepts your quotation.
- [3] CLIENT has paid the total amount of Rupees ₹ XXXX.XX in advance.
- [4] **Payment will be 100% Advance Every Quarterly/Yearly.**

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Signed on this DD<sup>th</sup> day of MMM, YYYY.

**Place: Bengaluru**

**On behalf of Client**

(Authorized Signature & Seal)

**On behalf of Aretha Techno Solutions**

(Authorized Signature & Seal)

**Witnesses:**

1.

2.

