



Ascent e-Digit Solutions Pvt Ltd.,
No-15, Mashthan Ali Garden,
SV Lingam Road, Vadapalani
Chennai-600 026

Telephone: 044-4234 8081
CIN: U72501TZ2010PTC016610
E-Mail: info@aedinida.com
Website: www.aedinida.com

Partner Agreement

Ascent e-Digit Solutions Pvt Ltd., – No: 15, Mashthan Ali Garden, SV Lingam Road, Vadapalani, Chennai-600 026.

This agreement is made at Chennai on 09th May 2022 between Ascent e-Digit Solutions Pvt Ltd a company incorporated under the Companies Act, 1956 and having its Registered office at No:64, Kalaimagal School Road, Erode, Tamilnadu 638001. And Corporate Office No-15, Mashthan Ali Garden, SV Lingam Road, Vadapalani, Chennai-600 026., hereinafter referred to as “Company” and

M/s. DIKSHITA IT SOLUTIONS having its address at HARBANSHPUR, HARBANSHPUR SADAR, Azamgarh, Uttar Pradesh, 276001 as “PARTNER”

Which expression shall, unless repugnant or meaning thereof, be deemed to mean and include, in the event of the PARTNER being a company – its successors and permitted assigns).

WHEREAS:

A. The Company inter alia is in the businesses of Service & marketing of various kinds of computers, computer accessories and peripherals, components' (products herein after) under the Name “Ascent e-Digit Solutions Pvt Ltd”, Nationwide, which enjoy a high reputation for quality of services.

B. The Company desires certain services as described in this Agreement.

C. PARTNER has represented to the COMPANY that it is in a position, has the necessary infrastructure including trained personnel, equipment, vehicles etc.; to undertake and render the services as set out in this Agreement, which is in its normal course of business.

D. Based on the representation of the PARTNER, the COMPANY desires to engage the services of the PARTNER for the purposes of providing the services described within this Agreement to which the PARTNER is agreeable and willing.

E. The Parties hereto therefore desire to record the terms and conditions agreed to between the parties as follows:

1. Appointment & duration: This agreement shall be valid until 09th May 2024
2. Products Authorized: The Partner would be authorized to service the parts as detailed in
3. Scope of Work



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The COMPANY hereby appoints the PARTNER and the PARTNER hereby accepts its appointment as a non exclusive service provider for the specific territories as given and decided.

It is specifically understood.

The PARTNER would provide service to the customers of Ascent e-Digit Solutions Pvt Ltd on the Products Authorized under this agreement.

In providing the services the PARTNER would ensure that the Service Level Agreement mentioned in Clause 10 of this contract are strictly adhered to. Failure to adhere to the terms as set out in Clause 10 would make this contract liable to be terminated at the option of the Company.

3.1 : This agreement is a Principal to Principal basis and does not give rise to any agency relationship. The employees of the Partners would not be Employees of The Company. The PARTNER is not authorized to bind the Company to any contractual obligations.

3.2 The PARTNER agrees to comply with all the laws and statutory provisions required to complete the job.

3.3 The PARTNER agrees that it will pay all dues of the employees employed to do the current services. Further the PARTNER also agrees to pay the statutory dues which are required by the Central and State Laws of India.

3.4 The PARTNER covenants to hold the Company indemnified in case of any suits/ obligations/ claims by either its employees of the statutory authorities with regards to dues relating to the payments to workmen or PF/ ESI/ Gratuity or any obligations arising on account of such services having been rendered.

3.5 The PARTNER unconditionally agrees that in case any such claim is presented to the Company, the Company can use the dues pending towards the PARTNER to settle such claims.

3.6 For New Site Installation work, primary responsibility of the PARTNER is to:

3.6.1 Check the materials available at site & inform all shortages or damages due to transportation etc.

3.7 Break Fix

3.7.1 Identify or diagnose the problem of Server / Desktop / Laptop/ Printers/ SMPS/Plotter, etc. all related equipment & work

3.7.2 In case of Part required take the approval in terms of prices/Brand From respective Ascent authorized member then install the part.

3.7.3. After installation/resolution of call, engineer has to get signature and stamp with Mobile number on the Service Report from respective customer/ authorized member. In case of Material/New



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part/Working part, delivered at customer site receiving copy of delivery challan has to signature and stamp with Mobile number from respective customer/ authorized member.

3.7.4 Partner will ensure that his engineer will be calling to customer at same time when call will be assigned to him. (Response time maximum within 4 hours to be recorded and shared with Ascent e-Digit Solutions Pvt Ltd.

3.7.5 Either Incident gets First Time Fix or in case of pendency, exact communication should be exchanged immediate with IM without leading any delay.

3.8 Provide engineer name and contact no., serial number, model & type of equipment/component installed/serviced at customer site in call report.

4 Limitation of Liability

4.1 Any damages/ loss to equipment or part or to other customer site materials, due to mishandling / negligence by PARTNER's staff or his representative will be borne by PARTNER.

4.2 The PARTNER shall be liable to the COMPANY for any and all losses and expenses of any nature whatsoever arising directly or indirectly from any wrongful, dishonest, criminal or fraudulent act of any of the representative, agents and/ or employees engaged in providing services under/pursuant to this Agreement.

5 Type of Services

5.1 Call Basis services (on call closure)

5.1.1 For application / Software calls Minimum visits are 2.

5.1.2. For hardware / Break fix calls Minimum visits are 3.

5.2 Back to back AMC (Comprehensive)

5.3 Back to back AMC (Non-Comprehensive)

6 Terms & Conditions:

6.2 PARTNER will mention ticket ID on the invoice.

6.3 Partner will have to send daily scan copy of Customer Satisfaction Report and the original hard copy should be sent within 10 days.

6.4 PARTNER should submit invoices against Purchase Order immediately on completion of work. No invoices will be entertained after 7 days of closure of work / completion of project against purchase order or as agreed between the parties.."

6.4.1 Partner shall raise and submit all invoices monthly and that too by the 10th of next month.



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- 6.5 Payment shall be released as per the payment terms mentioned in the Purchase Order/ Work order Issued by the Company or as agreed between the parties.
- 6.5.1 Payment will be generally made within 20 days after receiving the Invoice.
- 6.6 No payment will be made for partial or incomplete work.
- 6.7 There will not be any additional / extra charges on any account / expense which the PARTNER is supposed to bear like compensation of its employees, miscellaneous charges, tools, insurance, statutory compliances, personal accidents, medical expenses or any other such expense.
- 6.8 The charges to be reimbursed towards the services rendered shall be as per the annexure (SLA / Service window) attached. These charges shall be inclusive of Service Tax or any other Govt. levy and will be subject to the deduction of the TDS as applicable.
- 6.9 PARTNER has to be equipped with proper tool kits/equipment as prescribed at their own cost.
- 6.10 If any customer complaints for misbehavior or unprofessional attitude of Partner's representative, we will terminate this contract with immediate effect.
- 6.11 Ascent e-Digit Solutions Pvt Ltd would not be liable for visit charges in case of multiple visits due to skill issues or spare.
- 6.12 The other duties, obligations and services as described in this agreement or as may be mutually agreed between the parties hereto from time to time.
- 6.13 The PARTNER will offer and provide the Services to customer as per the agreed timing and SLA or with the Support window in between 9:00 am to 11:00 pm X 7 Days in 365 Days in year including Public Holidays, or in accordance with service level agreement as specified by the clients.
- 6.14 Provide separate invoices for both material as well as services.
- 6.15 Wherever applicable provide TIN No. / Service Tax No.
- 6.16 Partner ensures that the call flow given by the Ascent e-Digit Solutions Pvt Ltd (Mentioned in document) will be followed up and if it fails to meet our quality criteria we do deserve the right to penalize to Partner for this.
- 6.17 PARTNER shall commit the SLA and will be penalized in case of failure while delivering the service within committed time of SLA.
- 6.18 PARTNER will have to provide the manpower required for any Particular projects.



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7 Termination / Expiry

7.1 If the PARTNER fails to provide the services as mentioned in Annexure 1, or breaches the Service Level Agreement the Company can choose to terminate this contract forthwith. Such a termination might include the liability to pay damages by the PARTNER as decided by the Company.

7.2 If there is breach of confidentiality by the PARTNER as mentioned in clause 9 this agreement is immediately terminable by the Company.

7.3 If the PARTNER acts in a manner contrary to company interest in general or puts the Company goodwill at stake, including but not limited to overcharging, company reserves the right to discontinue immediately, to refuse and/or to terminate forthwith any agreement made with company by giving a notice in writing of such termination. This termination can be terminated by either party by giving one month notice in writing. In case of termination/expiry.

8. If the partner fails to provide service as mentioned in clause 10, this agreement subjects to immediate penalty or termination or both.

9. Confidentiality and Customer Protection

9.1 THE CONTRACTS which is going to be handed over to PARTNER would entail the PARTNER to interact with external customers. The PARTNER covenants that it would not solicit at any time a direct relationship with the customer. The PARTNER also agrees that it would hold any commercial information which confidential and at no time would it be used to solicit business of the customer in competition with the Company

9.2 The PARTNER agrees that to hold the Company indemnified against any claims on account of breach in confidentiality. This clause shall outlast this agreement in for a period of 2 years after expiry.

10 Service Level Agreement

PARTNER shall ensure the following Service Level Agreement and will be strict towards adherence of committed SLA. Ascent deserves the right to penalize PARTNER in case of SLA violation. PARTNER will also bear the penalty panelized by customer while being failed to meet SLA.

SLA Commitment-

Scenario A (No Spare Required.)

Response Time from Partner base and serviceable location and is 24 working Hours and SLA adherence is 95%.

Resolution Time from the partner base is same business day (24hours) and SLA adherence is 95%. Note:

Any call received before 12 noon to be closed same day. Any call received after 12 should by next business day.



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Scenario B (Spare Required.) (Applicable after delivery of spare)

Response Time from Partner base and serviceable location and is 24 working Hours and SLA adherence is 95%.

Resolution Time from the partner base is same business day (24hours) and SLA adherence is 95%. Note:

Any call received before 12 noon to be closed same day. Any call received after 12 should by next business day.

Resolution Time from the partner serviceable is same business day and SLA adherence is 95% Please Note: Partner SLA will be counted from the day it is allotted to the partner.

Any Notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be addressed to the COMPANY or the PARTNER at their respective addresses mentioned herein above or to such address as may be notified by the concerned party to the other party in accordance with the provisions of this clause. The communication should be shared either company or party intimate before 30 days.

IN WITNESS, WHEREOF, this agreement is hereby executed between both the above mentioned parties by putting their respective signatures on the date & year mentioned hereinabove

For Ascent e-Digit Solutions Pvt Ltd

For PARTNER

Name: Velmurugan GR
Designation: DGM-Operations



Name:
Designation:

WITNESSES: 1.

WITNESSES: 2.

Notes:

1. All the charges quoted above are exclusive of all taxes and govt levies like GST etc.
2. All payments are subjected to TDS as applicable
3. There will not be any additional / extra charges on any account / expense which the PARTNER is supposed to bear like compensation of its employees, travel, lodging, boarding, miscellaneous charges, tools, insurance, statutory compliances, personal accidents, medical expenses or any other such expense which the PARTNER may incur at any point of time.

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