

SERVICE AGREEMENT AND THE SERVICE LEVEL
AGREEMENT
(SA-SLA)

Timenet Solutions Pvt Ltd

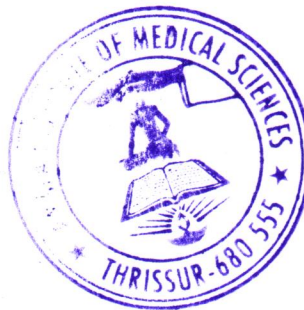
And

Amala Institute of Medical Sciences



Effective Date: 15-09-2023

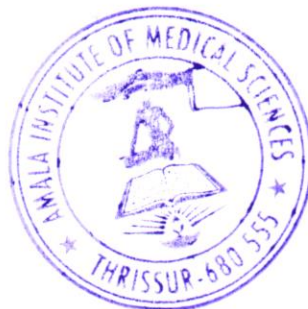
Expiry Date : 14-09-2028



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Contact Information

Please feel free to contact the following individuals for information about this document:

| Sales Contact | Technical Contact |
|---|---|
| Branch Manager | IT Technical Manager |
| C : 9778428300 | C: Subin |
| T : 7510666610 | T: 9562922055 |
| rasheed@timenetindia.com | subin@timenetindia.com |

| Corporate Address |
|---|
| <p>Timenet Solutions Pvt Ltd Door no: 27/1175, D1 , First floor, Peters Enclave, Panampilly Nagar, Kochi 682036</p> <p>Tel: 9778428300 www.timenetindia.com</p> |



COVER LETTER

Amala Institute of Medical Sciences
Amala nagar, Thrissur

It is with great pleasure that we submit the commercial proposal for Nutanix HCI solution for a five year subscription module with supporting 3 node Lenovo appliances.

TIMENET SOLUTIONS PVT LTD, a leading network solution provider in South India, with its inception in 2004, delivers a portfolio of IT solutions and also helps support complex scalable operations, by providing Customized Solutions, Expert Consulting, and Strategic Integration. Led by our technology experts with market experience, we are handling all infrastructure solutions. We, an ISO 9001:2015 and ISO 27001:2013 Certified Company make Organisations aware of ways to enhance the performance of their IT assets and to meet and exceed their business objectives with the right solution considering confidentiality and security of customer data. We also help in simplifying and refining the process flow of an Organisation, to optimize and align IT infrastructure to generate the desired revenues.

We hold up the responsibility to instruct and support our clients, throughout all phases of their projects from the "beginning" until the "end". We strive hard to build technical competencies to provide the best and most updated service to our clients and accomplish customer satisfaction.

If you decide to invest on the following request, we can assure you the rest that the company and its offering afford consistent performance, longevity and stability. Please let us know if there is anything more that we can do to support your decision process. We look forward to working with you on this project.

Finally, if you have any questions after reviewing this proposal please contact us.



1: SERVICE AGREEMENT

This Services Agreement and the Service Level Agreement ("SA-SLA" or the "Agreement") is entered on this days of 18th November ,2023 (the "Effective Date") by and between:

1. **Timenet Solutions Pvt Ltd** , an individual establishment existing and organized under the laws of India, having its registration number 1010239690 whose principal place of business is located at Door no: 27/1175, D1, First Floor, Peters Enclave , Panampilly Nagar P.O ,Kochi,Kerala, India, 682036 (hereafter referred as the "Service Provider" or "NAF") And
2. **Amala Institute Of Medical Sciences** , existing and organized under the laws of India, located at Thrissur,Kerala,India (hereafter referred as the "Customer" or "CUSTOMER NAME") : Amala Nagar Po , 680555, Kerala ,India

The Service Provider and the Customer are referred to individually as a "Party" and collectively as the "Parties" in the sections that follow document.

WHEREAS this Agreement defines the parameters of the covered Resource Outsource responsibilities to provide the Services agreed upon and service level agreement (SLA) of such services as mutually understood by the parties hereto.

WHEREAS the Service Provider and **CUSTOMER NAME** desire to execute the agreement for the smooth implementation,functioning and post-sales support for the contract period of 60 months

The Service Provider's business consists of providing the necessary IT services and the qualified sources to support and maintain the product or service.

- Based on the Service Provider's expertise and qualifications, the Customer is agreed to hire the Service Provider to perform specific services (as defined herein and in accordance with this Agreement).



- Accordingly, the Parties wish to memorialize the terms and conditions of this Agreement;
- **Services** - Services refers to the technical support provided to the Customer about hardware, HCI and Network support for the IT Infrastructure;

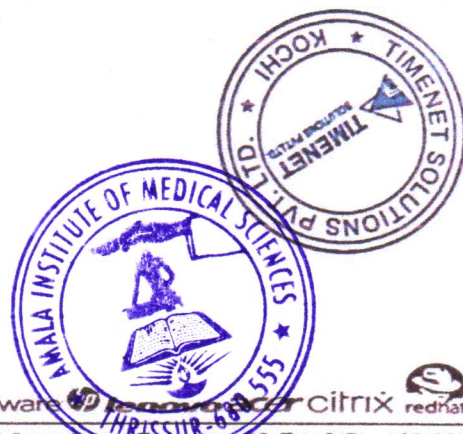
2: GOALS AND OBJECTIVES

This Agreement is intended to ensure that the Service Provider acknowledges that it has the necessary elements, qualified resources, and commitments in place to provide consistent Support Service and delivery to the Customer. The objective of this Agreement is to the provision of the required IT services by this Agreement's terms by the Service Provider(s) to Customer(s).

- the provision of HCI and related network services and support for CUSTOMER NAME's network infrastructure through the qualified and sufficient IT and Networking Engineers of Timenet Solutions Pvt Ltd.
- Provide a distinct reference to service ownership, accountability, and/or roles and responsibilities.
- Provide the consumer with a clear, concise, and quantifiable description of service delivery (SLA).
- Align perceptions of anticipated service support and delivery with actual service support and delivery.

Services Provided

- Delivering three Lenovo servers
- Delivering 2 Cisco TOR Switch
- Delivering 42 U Netrack server rack
- Stacking servers and Switches
- Configuring Nutanix HCI Solutions
- Creating VMs as per requirement



3. STAKEHOLDERS

- The following Service Provider(s) and Customer(s) will serve as the Agreement's foundation and are the primary stakeholders for this SA-SLA:
- Service Provider(s): Timenet Solutions Pvt Ltd.
- Customer(s): **Amala Institute Of Medical Sciences**

4. PERIODIC REVIEW

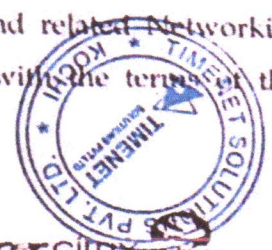
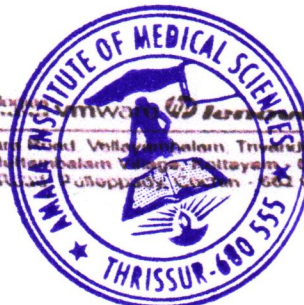
The Sales Manager (the "Document Owner") is responsible for ensuring that this document undergoes regular evaluations. This document's contents may be modified as necessary, provided that consensus is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner is responsible for

- incorporating all subsequent revisions and obtaining all necessary agreements/approvals.
- Sales Manager :- Abdul Rasheed (Timenet Solutions Pvt Ltd.): **Update this field with respective Sales manager**
- Period for Review: once a year (12 months).

5. SERVICE MANAGEMENT AND MAINTENANCE

The Service Provider is responsible for the following specific service parameters for the duration of this Agreement.

- In accordance with the current IT infrastructure of the Customer and its subsidiaries -as defined in hereof-, the Service Provider shall provide on-site engineer HCI and related Networking services to all the aforementioned locations and support for the products complete satisfaction.
- The Service Provider shall provide technical support for HCI and related Networking Services and on-call assistance to the Customer in accordance with the terms of this Agreement.



- In the event of any defect in the provision of services, the Service Provider shall make commercially reasonable efforts to remedy / correct the defect on a priority basis and provide urgent solutions and maintenance service.
- Response with remote support will be in 30 minutes, OEM support will be based on support priority of the issue raised (minimum 30-40 minutes)
- For supporting our on-site Network engineer, the Service Provider will offer remote technical support in response to a support request from the Customer. On urgent support requests, the Service Provider must provide onsite technical assistance within four hours. Here mention the support model . Onsite or remote
- Any Hardware or its peripheral replacements will be as per the OEM replacement policy.

6. AGREEMENT VALUE AND PAYMENT TERMS- UPDATE PAYMENT TERMS AS AGRRED WITH CUSTOMER

- The total value for the products and services rendered by the First Party to CUSTOMER NAME under this agreement for a period of 60 months shall be (INR 5900000.00) Indian Rupees Fifty Nine Lakhs Only.
- All payments under this agreement to the Service Provider must conform with the payment terms as detailed in this Agreement

7. GOVERNING LAW AND DISPUTE RESOLUTION

- This Agreement shall be interpreted and governed according to Indian law.
- Any and all disputes, differences, or claims ("Disputes") relating to this Agreement or arising out of this Agreement and/or in accordance with the terms of this Agreement shall be settled amicably by mutual discussion. In the absence of such an agreement, the Dispute shall be resolved by the Indian Courts.
- The Parties agree to submit to the exclusive jurisdiction of the courts in Ernakulam, India for any claims or disputes originating out of or relating to this Agreement terms and conditions.



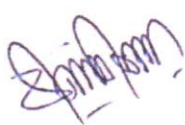
IN WITNESS WHEREOF, executed on the Effective Date by the Parties.

Authorized Signatory for Timenet Solutions Pvt Ltd

Name - Abdul Rasheed

Position - Sales Manager

Date -

Signature - 

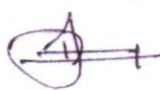


Authorized Signatory for -Amala Institute Of Medical Sciences

Name - Saiju. C. Edakkalathur.

Position - COO

Date - 19/9/2023

Signature - 



ANNEXURE A

Location:

- Amala Institute Of Medical Sciences Company Holding (CUSTOMER NAME) Head Quarters Thrissur

ANNEXURE B

Services:

| Service | Agreement Period |
|--|--------------------------------|
| Provision of the Agreed Services under this Agreement (HCI and related Network Services to all CUSTOMER NAME and its Subsidiaries locations and support for the products) including IT and Network Engineers - On Site | 15-09-2023 To 14-09-2028 |

Costing :

| The Services | Unit Price | Qty. | Total Cost (INR) |
|---|----------------|------|------------------|
| Lenovo ThinkAgile HX5531 with Nutanix Certified Node, Nutanix Cloud Platform Pro software license with Mission Critical Support, Subscription, NCI , Starter Software License | Rs 16.67 lakhs | 3 | Rs 50 Lakhs |
| Tax @ 18% | | | Rs 9 Lakhs |
| GRAND TOTAL of the Services Rendered for 60 months inclusive of Taxes is: INR Fifty Nine Lakhs Only | | | Rs 59 Lakhs |



Terms and Conditions :

- The above rate is inclusive of taxes, transportation, freight, installation, etc.
- Subscription and Warranty for software and hardware for 5 years
- Payment of 30% advance and 70% balance only after the successful installation and DR completion.
- Delivery and installation within 6-8 weeks, if delayed, 1% per day will be deducted from the total value.
- Training and all certifications like Installation Qualification, Performance Qualification, and Operational Qualification will be given by the Service Provider free of cost
- We hereby agree to set the DR setup with the existing Lenovo Servers, Veeam backup and replication costs will be extra
- All the legal disputes will be settled at Thrissur jurisdiction
- One number of 42U Rack (Make: NetRack) will be provided free of cost
- Billing address: Amala Cancer Hospital Society, Medical College Division, Amala Nagar, Thrissur.
- GST No : 32AAATA4065B1ZH. Delivery address: Amala Hospital, Central Store, Chavara Block
- E-Way Bill, Part A & B is compulsory if the invoice amount is exceeding Rs 50,000/- or above
- Do Not bill the invoice from 26th to end of the month

Payment Terms: **advance on PO for every 3 months.**

Payment Mode: Cheque in the name of "TimeNet Solutions Pvt Ltd" OR Account Transfer to TimeNet Solutions Pvt Ltd bank account as follows:

Contractor's Name: TIMENET SOLUTIONS PVT LTD

Bank Name : UNION BANK OF INDIA

Account Number: 361205040050190

IFSC Code : UBIN0536121



Commencement Date:

The date on which services under this Service Agreement (SA-SLA) shall begin is
15-09-2023.

The Effective date, Renewal date and Expiry date of this Maintenance Agreement shall be as follows;

Effective date: 15-09-2022

Expiry date: 14-09-2028

Period of contract: 60 Months

Managed Services

- The following Services are covered by this Agreement;
- Service Provider shall provide an onsite Engineer/Remote Engineer for managing scoped cyber security and infrastructure.
- In the event of any defect in providing Services at any time, the Service Provider shall take commercially reasonable efforts to repair / rectify the defect on priority basis and provide urgent Maintenance Service
- The Service Provider shall provide L2 remote technical assistance upon support call from the Customer for escalated issues.
- The Service Provider shall ensure that Services provided shall not have a material adverse effect on the Customer's business operations.
- The Service Provider shall ensure to obtain approvals and maintain proper documentation for the changes on the scoped systems and infrastructure.



Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components

Service Availability & Contact Details

Escalation Matrix

| | |
|----------------------------------|---|
| 1 st Level Escalation | <p>Abdul Rasheed Sales Manager Mob: +91 97784 28300 Email: rasheed@timenetindia.com</p> |
| 2 nd Level Escalation | <p>Subin Raj IT Technical Manager C: +91 95629 22055 Subin@timenetindia.com</p> |
| 3 rd Level Escalation | <p>Kishore Ramakrishnan Nair Chief Business Officer Mob: +91 94477 22055 Email: Kishore@timenetindia.com</p> |



Betsy