

Techno-Commercial proposal for IT hardware Rentals

Confidentiality Clause

This preliminary document is being submitted to Sash Infotech for their evaluation and consideration. The information contained herein is confidential and proprietary to SOGO Computers Private Limited and shall not be disclosed to any third party without the prior written consent of SOGO Computers Private Limited. This document is intended solely for the recipient and may not be reproduced or distributed without permission. Any unauthorized use, disclosure, or copying of this document is strictly prohibited. The recipient acknowledges that the information provided is highly sensitive and valuable, and agrees to take all necessary precautions to prevent its unauthorized access, use, or disclosure. This clause remains in effect even after the termination of any discussions or agreements related to this proposal. By accepting this document, the recipient agrees to be bound by the terms of this confidentiality clause.

Terms and Conditions

1. Rental Duration: 6 Months
2. Payment Terms: Advance
3. Delivery Charges: The delivery charges to major metro cities are free. The client shall pay for the transport charges at actuals for non-metro locations.
4. Delivery lead time: 1-2 Days
5. Billing Cycle: Advance Billing
6. Taxes & Deductions: The client is expected to file their GST inputs on-time. The client is expected to remit and file the quarterly return on time and furnish the TDS certificate, failing to file TDS on-time, the members shall remit the deducted amount.
7. Client Onboarding procedure: Only Indian legal business entities are supported and served by SOGO Computers Private Limited. SOGO Computers Private Limited requests proof of business establishment from its clients and adheres to "Client Onboarding" guidelines. In order to conduct a "Background Verification (BGV)", SOGO Computers Private Limited collects "Know Your Customer (KYC)" documents related to the company, stakeholders, and counterparts of the business entity or entities. SOGO Computers Private Limited ensures the strictest confidentiality while the client shares this information. During the onboarding process, the client may be required to disclose the organisational hierarchy of their IT infrastructure management team, accounting & finance team, chartered accountants, company secretaries, and stakeholders. If the client is satisfied, SOGO Computers Private Limited may, at its sole discretion, enter into a business transaction with them.
8. Software: Installation of Microsoft Office software and the server operating system must be requested directly by the client because it is a paid service. The client is responsible for non-Microsoft operating system installation. SOGO Computers Private Limited does not retail or distribute any software created by a third party, and the company makes no such claims.
9. Hardware feasibility, performance & up-gradation: Before placing an order, it is the client's responsibility to confirm that the ordered goods will meet their needs. Every IT hardware operates and delivers its best while under optimum conditions, and the customer must order the appropriate hardware for the intended use. Underperformance will come from overloading the IT hardware above its limit, and SOGO Computers Private Limited will not be held accountable for this. The client may, however, upgrade the hardware for a small additional rental fee.
10. Authorization by the stakeholders: SOGO Computers Private Limited is aware of and accepts the fact that the IT managers, executives, procurement heads, board members, finance departments, and other stakeholders are in charge of the procurement of IT rental devices. SOGO Computers Pvt Ltd may request an Authorization Letter, which must be attested by the stakeholders on their Company letterhead, in order to confirm that the enquiries and rental orders are genuine and valid and that the stakeholders of the Clients' organisation are aware of the transaction.
11. Service & Support: The client should email akashrao.n@sogoindia.com with their service and support issues, and include their appropriate account manager in the Cc. Upon receiving a service request, a service call will be immediately logged, and a service engineer will fix the problem within four hours of the call being logged. The services are provided to Bangalore, Mumbai, Cochin, Chennai, and Hyderabad regions within 24 hours of the date of logging in. In order to test and diagnose the reported issue,

SOGO's engineers may or will visit the client location. To make this possible, the client must provide power accessibility, internet connectivity (if needed), and a suitable atmosphere for servicing. If the requested service requires a part replacement, the engineer will inform the customer of the anticipated completion date. Only the place where the gadgets were first delivered can receive the services. If a purposeful attempt is made to tamper with the hardware, the service and support become null and invalid. The client is responsible for making good on any damage to the rented IT goods by having them fixed or replaced at their own expense.

12. Rental Order: Any order from SOGO Computers Private Limited is only carried out if a valid Rental Order has been submitted. To carry out orders, a Rental Order from a reliable source with an attested signatory is required.

13. Rental Order Extensions: By filing a Rental Order Extension at least 15 days before the expiration, clients are permitted to utilize the rented devices for longer than the initial committed rental term. Rental Order Extensions that are submitted late may incur a penalty of up to 24% of the monthly rent.

14. Material Collection: When the rental order expires, the client must return the IT products that were rented. To check the device's health, SOGO Computers Pvt. Ltd. will perform a POST (Power on Self-Test) activity. The client is responsible for making good on any thefts, damage, or other severe aesthetic issues with the gadgets.

15. General:

a. At the time of receiving the IT devices, the client should ensure a proper check is done concerning the quality and report discrepancies if any.

b. The client shall mandatorily authenticate a Delivery Challan at the time of collecting the materials from SOGO.

c. The client shall facilitate SEZ inward & outward, and SOGO Computers Pvt. Ltd. shall share all relevant documents.

d. Insurance of the IT rented devices is the Clients' responsibility.

e. SOGO Computers Private Limited is not responsible for any data loss, low internet speed, poor Wi-Fi connectivity, and 3rd party software support.

16. Limited free Service Warranty cover of rented IT products: The client is entitled to the limited free service warranty policies as under.

a. Manufactural defect on the aesthetic of the device.

- b. Dead on Arrival cases.
- c. Display Flickering, color fades, and color reversed.
- d. Malfunction of Keys on the Keyboard.
- e. Mouse pad/Trackpad malfunction.
- f. Wi-Fi card & LAN failures.
- g. Unable to detect USB and communication ports.
- h. Speakers, Mic & Camera malfunction.
- i. Battery bulge.
- j. Chargers not working.
- k. Exhaust fans making noise beyond the threshold.
- l. Hard disk and RAM failures.
- m. Server rails mismatch.
- n. Server RAID & NIC card failures.
- o. Server Memory & storage failures.

17. Services not covered under free service warranty:

a. User absconding with the asset: the company shall pay the asset value in full in the occurrence of such an event within 15 days from the date of reporting.

b. Damages/Failures caused due to mishandling of the equipment's.

c. Damages caused due to liquid spills.

d. Damages caused due to accidentally dropping the device.

e. Pilferages.

f. Damages caused when deliberately attempting to open the cabinet and repair the hardware.

g. Damages made to communication ports while force connecting to non-compatible external devices

h. Extreme damages beyond repair/service/support/replacement. The client shall pay for the new device/accessories cost that prevails in the market at the time of occurrence of such a case.

i. Equipment getting exposed to extreme weather conditions and damaged.

j. Damages/Failures caused due to power fluctuations.

k. Damages/Failures caused due to overloading the equipment beyond its standard optimal usage.

18. Termination: Clients may choose to cancel their IT rental subscription after using 75% of the previously contracted rental time. Clients who choose to end their membership before it reaches 75% utilization, must pay the balance owed as compensation for the equal value up until 75% usage. In the event that it is discovered that a client has missed the payments or engaged in unethical business practices, SOGO may decide to end the contract and collect all pending payments and recover the assets.