ON-LYNE
COMPUTER SYSTEMS

TERMS & CONDITIONS FOR NON-COMPREHENSIVE AMC

1. Payment will be 100% in advance for one year
2. This Contract extends only to the problems arising out of normal functioning of the equipment and does not cover breakdowns arising out of, whether partly or wholly, misuse of the equipment, or its use under environmental conditions not prescribed by ON-LYNE or unsuitable for electronics equipment or arising out of any circumstances not normal. The agreement specially excludes damages caused due to fire, theft, riots, accidents and other exceptional circumstances. ON-LYNE suggests that the customer cover the machines by an insurance policy for such contingencies.
3. ON-LYNE engineer shall endeavour to attend the service call the same day if the call is registered before 10 am or else the next day within 24 hours between Monday to Saturday in Bombay.
4. The customer shall not directly, or indirectly open, alter, try to tamper or in any way do any act which will result in intruding with the internal operation of the system and peripheral units (except routine input/output, data processing) and do any modifications to the configuration supplied by ON-LYNE without the presence of the ON-LYNE. engineer and/or without written prior approval of ON-LYNE.
5. No person other than authorised personnel of ON-LYNE. shall have the authority to alter or change any item in the system or peripheral unit during the period of the contract.
6. The Contract will be considered null and void and System warranty automatically stands terminated without any financial obligations if the customer permits a third party to undertake repairs etc., or makes any modifications, change of locations, alterations of any sort without prior written consent from ON-LYNE.
7. **For any failure of component(s), repair or service will be free but part cost will be charged at actual rates.**
8. On-lyne shall not disclose to any one, any information of confidential nature which might have come to our knowledge in the course of the contract in whatsoever manner,

which may adversely affect the interest of the client.

9. Maintenance of equipment to be provided at the specified location only and within Greater Bombay limits.
10. The customer will permit our engineer to have complete access to the system and provide necessary manpower assistance.
11. Any part/parts replaced in the regular course of maintenance shall become the customer's property. Similarly, the part/parts removed shall become the property of ON-LYNE.
12. The contract charges will remain firm till completion of the contract period and the prevailing rates at the time of renewal shall be applicable.
13. Both the parties shall not be liable to each other for delay in or failure of the performance of the respective obligations due to causes, contingencies, or circumstances beyond their reasonable control, such as act of God, change in Govt. policy, accidents, strikes etc.
14. The customer shall not be entitled to assign this service arrangement or any benefit or interest here in to any other person or external agency without the prior written consent of ON-LYNE. during the period of contract.
15. In case of breach in the terms, either party has the right to terminate the contract giving one month's prior notice.
16. The above conditions are subject to change from time to time and the then current conditions would apply at any point of time.
17. If anu components - software or Hardware are purchased from vendor other than ON-LYNE, the cost of installation / support will be chargable to the client.

Document Revision Date: 1st September 2015.