



தமிழ்நாடு தமில்நாடு TAMILNADU

COLOR CLOUD HEALTHCARE INDIA PVT LTD
08.01.2025

EF 856070
G. ELMALAI
STAMP-VENDOR
L. No: 27/2010 Ch(S)
30, Kalaingar Street, Pammal,
Chennai-75 Cell: 9444429318

Per Copy Rate Service Contract Agreement FOR CISCOM

CONTRACT AGREEMENT FOR 'Color Cloud Healthcare India Pvt. Ltd' RANGE OF EQUIPMENTS

This Agreement is made on 11th January 2025 between the Following parties:

Name & Address: Sri Venkateswara Medical College Hospital and Research Centre, 13-A, Pondy-Villupuram Main Road, Ariyur, Ariyur, Puducherry-605107 here in after referred to as the "Customer", and Color Cloud Healthcare India Pvt. Ltd., having its corporate office at Sr. No. 81/5, PI-13, Aakasa Niwas, Chandragupta Co. Op. Society, Behind Maharaja Complex, Paud Road, Kothrud, Pune - 411038, here in after referred to as "Company"

[Handwritten Signature]

Color Cloud Healthcare India Pvt. Ltd hereby rents to the customer the equipment from Color Cloud Healthcare India Pvt. Ltd against Customer PO Dated 31/12/2024, in accordance with this comprehensive service agreement, the equipment specified in article 1 of the agreement, in accordance with the terms and any additional terms and conditions shown on the reverse and /or appended to this agreement.

1. This Agreement relates to the equipment(s) listed below, herein after collectively or singly referred as "Equipment":

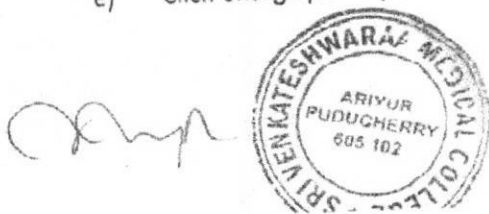
Main Machine Model: DICOM X.M1

CISCOM Software DICOM Image Editor OR Direct Print Software

2. The Agreement is entered into a period of 60 months from the date of installation of the equipment(s). The customer is liable to pay full amount of equipment's (2,20,000/-Two lacks Twenty thousand Rupees) to Color Cloud Healthcare India Pvt. Ltd if this agreement is terminated by the customer during the tenure of the agreement and provided there has been no violation of terms of this agreement or lapse in services from Color Cloud Healthcare India Pvt. Ltd.

3. The charges agreed between parties are follows:

- a) Total Security Deposit: Rs. 1,25,000/-
Rs. 1,25,000/- (After Completion of Agreement Period)
- b) Refundable Security Deposit:
- c) Click Charge per impression Mono/Colour: Rs. 18/- + 18% GST (Special German Lycam Glossy Paper 220-240 GSM) @A4 per print/Copy for X-RAY
- d) Click Charge per impression Mono/ Colour: Rs. 35/- + 18% GST (Special German Lycam Glossy Paper 220-240 GSM) @A3 per print/Copy for CT/MRI
- e) Click Charge per impression Mono/ Colour: Rs. 15/- + 18% GST (Special German Lycam Glossy Paper 180 GSM) @A4 per print/Copy or USG



f) Minimum Print Commitment

5000 Print per Month (All Modality)

4. Invoicing of Monthly charges against click counter under article 3 (c), (d) and (e) above will take place monthly.
5. After installation, Location address and the date of installation will be recorded in color cloud's equipment installation report, to be duly signed by the customer. This installation report is an integral part of the agreement.
6. All the terms and conditions as shown on the reverse and / or appended hereto shall apply to this Agreement. The Customer declares acceptance to these terms and conditions by signing this Agreement.
7. In witness, hereof the parties hereto have caused this agreement to be executed through their authorized representatives on the day and year first written.
8. Customer cannot terminate the agreement before 60 months (5 Years). In case customer opt to terminate the contract within contract period, refundable security deposit if any will not be refunded by the company (Color Cloud Healthcare), if the termination from the company (Color Cloud Healthcare) the company will provide the 100% refund of deposit to the customer.
9. Refundable Deposit, if any, will be equally adjusted in the bills of last quarter of the contract period, i.e. 59 to 60th month of contract period.

CONTRACT AGREEMENT: TERMS AND CONDITIONS

1. **Applicability:**

These terms and conditions of the per click Agreement shall apply to all relating to equipment(s) entered into between **Color Cloud Healthcare India Pvt. Ltd**, hereinafter referred to as Company, and the Customer. Any general condition(s) from the Customer shall have no effect whatsoever and accordingly will not apply, unless **Color Cloud Healthcare India Pvt. Ltd** has explicitly accepted their applicability in writing.



2. **Description of Services:**

Color Cloud Healthcare India Pvt. Ltd shall provide the following services against no extra charges:

- a) Deliver and install the equipment(s) at the Customer's premises;
- b) Provide all reprographic supplies, i.e. Consumables and spare parts for the equipment without any extra charges, except power, staples and any other output copy material;
- c) Repair and service the equipment(s) at the Customer's request within reasonable time (3 to 24 working Hours) of receipt of communication From the Customer;
- d) Provide training for operating the equipment to two persons nominated by the Customer.
- e) Insure the equipment against loss/ damage due to accident(s).

3. **Period of Agreement:**

This Agreement shall commence on the date of installation of the equipment(s) as evidenced by **Color Cloud Healthcare India Pvt. Ltd's** Equipment Installation Report duly signed by the Customer and shall continue a period of minimum 60 months. Customer cannot breach the agreement during five years.

4. **Prices:**

The Customer shall make the following payments to **Color Cloud Healthcare India Pvt. Ltd** towards the services rendered: -

- a) Monthly Click Charges payable within 15 Days of the receipt of the Original Invoice at our Head Office in Pune.

5. **Invoicing and Payment:**

- a) The reading in the meter as shown by the Meter installed in the equipment shall be conclusive proof of such number of copies / impression made / generated by the Customer in any month/ months.
- b) In the event wherein the meter reading could not be taken for any reason whatsoever, **Color Cloud Healthcare India Pvt. Ltd** reserves the right to raise the invoice based on its own estimate considering previous usage of the Customer. However, the required adjustment(s) and correction(s), if any, will be suitably made in the next invoice based on actual meter reading.



- c) Meter Reading shall be collected manually Meter readings will also be noted down in a register maintained at the site and countersigned by the person taking the reading on behalf of **Color Cloud Healthcare India Pvt. Ltd.** Further, the Customer shall not have any objection on towards mode of collecting the meter reading by Color Cloud Healthcare India Pvt. Ltd reserves its right to check Meter Reading information by any of the stated modes as mentioned in this clause.
- d) The Customer shall not be entitled to any discount, deferment or settlement with regard to any obligation of him to make necessary payment(s) to Color Cloud Healthcare India Pvt. Ltd as per this Agreement unless so agreed in writing by Color Cloud Healthcare India Pvt. Ltd.
- e) All payments under this Agreement shall be paid by the Customer within fifteen days of receipt of the Original Invoice at the **Color Cloud Healthcare India Pvt. Ltd** Head office in Pune. Color Cloud Healthcare India Pvt. Ltd reserves the right to stop services and supplies, should the payment be delayed.

6. Customer's Responsibilities:

- a) The Customer shall allow **Color Cloud Healthcare India Pvt. Ltd.**'s representative or personnel during the normal working hour's proper access to the equipment for the purpose of meter reading.
- b) **Color Cloud Healthcare India Pvt. Ltd** shall be entitled, without any let or hindrance, to depute its employee or authorized representative to enter the Customer's premises at all reasonable times to inspect, service or repossess the equipment,
- c) The Customer shall be accountable to **Color Cloud Healthcare India Pvt. Ltd** for all reprographic supplies left with the Customer, who shall ensure that such supplies are used only for the equipment covered under this Agreement. **Color Cloud Healthcare India Pvt. Ltd** reserves the right to charge the Customer for any supplies which are unaccounted for, to **Color Cloud Healthcare India Pvt. Ltd.**'s satisfaction, at prevailing prices.
- d) The Customer shall pay the costs towards any repair(s), adjustment(s) or replacement(s) caused by the Customer's use of unapproved supplies or spare parts, or by its employee's negligence, willful acts or defaults. Further, the Customer shall ensure that the equipment is retained in its original configuration and form during the entire term of the Agreement. In the event of any alteration of the equipment or any attachment made there to, the Customer shall pay for repair, replacements and adjustments required for restoring the equipment to its original state.



- e) The Customer shall nominate two persons who shall be instructed / trained free of charge by Color Cloud Healthcare India Pvt. Ltd on the proper usage and routine care of the equipment. The Customer shall ensure that the equipment is operated in accordance with the Operating Manual provided to them. Color Cloud Healthcare India Pvt. Ltd reserves the right to charge at the prevailing rates for any service calls made by it necessitated by reason of the Customer's failure to comply with his obligations under this clause.
- f) The Customer is forbidden to sub-lease the equipment to third parties, to lend it or make available to third parties under whatever title.
- g) The Customer shall use the equipment on the basis of good practice in accordance with its nature and purpose. The insurance arranged by Color Cloud Healthcare India Pvt. Ltd In case of any event affecting the value of the equipment, the Customer should be obliged to inform Color Cloud Healthcare India Pvt. Ltd within 24 hours of the happening of such event and to provide with all relevant details.
- h) The Customer is obliged to draw the attention of Color Cloud's right of serviceable ownership over the said equipment(s) to anyone who wishes to exercise its right in any way and is also supposed to promptly notify Color Cloud Healthcare India Pvt. Ltd towards happening of these events.

7. **Location of Equipment:**

- a) The customer shall ensure that installation area has electrical outlets and steady power with exclusive dedicated power plug point and access ways etc. for installation, passage and electrical of the equipment at its premises. All these should be accordance with **Color Cloud Healthcare India Pvt. Ltd.'s** installation site requirements as indicated to the customer, the customer further ensures that the equipment remains maintained the same way during the currency of this agreement. The customer is deemed to be in compliance with government-imposed safety requirement.
- b) The Customer shall not relocate the equipment, since this Agreement is only in respect of the present equipment site, unless the relocation is mutually agreed between the Parties and that too prior to relocating. This Agreement does not cover charges for relocating.



8. Termination of the Agreement:

- a) **Color Cloud Healthcare India Pvt. Ltd** is empowered to dissolve the Agreement with immediate effect, if:
- i. The Customer fails to comply with any of the provision(s) of the Agreement, in particular failing to make payment(s) as per the Rental Agreement.
 - ii. The Customer transfers the ownership and / or use of the equipment to a third party (ies).
- b) In the event of termination of this Agreement due to any reason whatsoever as mentioned in this Agreement, the Customer shall be obliged to settle it's outstanding within 15 days of such termination having come into effect:
- c) If the Customer is in breach of any or all the terms of this Agreement including his obligation to pay monthly invoicing charges promptly and such breach remains un-remedied for over 15 days following or in the event of any change in the financial, legal or creditworthiness of the Customer, Color Cloud Healthcare India Pvt. Ltd may, during the currency of this Agreement, terminate the Agreement and suspend service and support to the Customer notwithstanding anything to the contrary contained herein, without being liable in any manner to the Customer of the same.
- d) If several rental Agreements exist between Color Cloud Healthcare India Pvt. Ltd. and the Customer or if any Agreement in force between them relates to several equipment's, the provisions of this paragraph shall apply to all equipment's rented by Color Cloud Healthcare India Pvt. Ltd to the Customer. The decision not to enforce strict compliance with any provision on the Customer does not create any rights for him in respect of Color Cloud Healthcare India Pvt. Ltd

9. Limitation of Liabilities:

- a) **Color Cloud Healthcare India Pvt. Ltd** shall make every effort to perform its activities under the provisions of the Agreement such that the equipment is kept in a ready-to-use state.
- b) **Color Cloud Healthcare India Pvt. Ltd** is not liable, however, for any damage howsoever suffered by the client in particular as a result of the equipment ceasing to work, faults or working poorly or any part thereof, or as a result of delay in carrying out repairs or performing maintenance work or replacing parts, unless the damage is attributable to Color cloud intention or culpable negligence.



- c) **Color Cloud Healthcare India Pvt. Ltd** shall not be liable in any manner whatsoever to indemnify the Customer for any loss or injury, or damage, or liquidated damages of any kind whatsoever, howsoever caused, by or in connection with the equipment, use of the equipment, or its state of repair.

10. **Machine Transfer Terms:**

Machine cannot be transferred to another company unless all dues to **Color Cloud Healthcare India Pvt. Ltd.** are settled & written NOC certificate from **Color Cloud Healthcare India Pvt. Ltd** is obtained.

11. **Machine Parts Terms:**

The part replaced/removed of the equipment by the company during any maintenance work, the said part replaced/removed shall become the property of the company.

12. **Machine Damage Terms:**

The Color Cloud Healthcare provided safety materials to our equipment's, incase any reptile, rats and Humidity moisture affected by the equipment's, cables, etc will discuss to first party (CISCOM) and replaced immediately.

13. **General Communication Terms:**

Any notice required to be issued under this Agreement shall be in writing, in English language and same may be served by email or by registered A.D and shall be deemed effective upon receipt by the party at the address specified hereunder:

Notice to the company at:

Color Cloud Healthcare India Pvt. Ltd
Sr. No. 81/5, PI-13, Aakasa Niwas,
Chandragupta Co. Op. Society, Varun Complex
Behind Maharaja Complex, Paud Road
Kothrud, Pune - 411038.

Notice to the Customer at:

Sri Venkateswaraa Medical College Hospital and Research Centre,
13-A, Pondy Villupuram Main Road, Ariyur,
Puducherry-605107.



14. Payment Terms:

Payment shall be made via RTGS/NEFT/IMPS within 15 days after submitting the invoice. There will no payments via Cheque only through online transfer.

15. The customer shall allow in the normal working hours the representatives or personnel duly authorized by the company to access the equipment for meter reading, and for any reason whatsoever the customer fails to permit the companies representatives or authorized person as aforesaid the company is entitled to reserve its right not only of termination but shall not provide any free service under this agreement and customer shall not be entitled to claim any damages whatsoever and customer shall forthwith return all the stock of balance consumable lying forthwith. The company is entitled to issue invoice of ad-hoc estimate of such meter reading and customer shall pay the said amount of the invoice within Seven (7) days from the date of the said invoice without any delay whatsoever.
16. The Customer shall be accountable to the Company for supplies stock left in trust with the customer who shall ensure that such stock is used only in the equipment specified under this agreement. The company reserves the right to charge customer for any stock, which are unaccounted to The Company at the prevailing prices.
17. Over a period of 5 yrs. there is going to wear and tear of the machine so Customer will have to accept the machine as & where it is after 5 yrs.
18. In case of replacement of part or accessories during the period of 5 yrs. It will be the responsibility of **Color Cloud Healthcare India Pvt. Ltd** to bear the expenses. The hospital is not payee for any additional AMC, Accessories, parts and paper / film etc. for the machine.
19. If due to any reason **Color Cloud Healthcare India Pvt. Ltd** or a company ceases to exist then the person who has signed this agreement on behalf of the company will be responsible for complete execution of the agreement including refund of amount



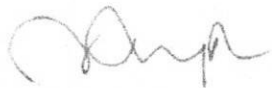
Mr. Kumar Kamal
Managing Director
Signed and delivered by the within
For the M/s. Color Cloud Healthcare India Pvt. Ltd

The company herein in the presence of

1.

2.

Dr.B. Vidhya
COO



Sri Venkateswaraa Medical College Hospital and Research Centre,

The customer herein in the presence of

1.

2.