
AGREEMENT FOR PROVISION OF MAINTENANCE OF
COMPUTER EQUIPEMENT AND RELATED
EQUIPMENTS

BETWEEN

PYRAMID PHARMA LIMITED

AND

THE BRIDGE LIMITED

...../...../ 2012



Routine Computer Maintenance & IT Support

Why ?

- Regular maintenance procedures help protect against the most common causes of system crashes, slow performance, and damaged data.

Scope of support

- Routine maintenance will be offered four (4) times every month, with up to two on-demand calls every week. And it will include all Desktops, laptops and server(s) that Pyramid Pharma has in its Dar-es-salaam offices
- Services to be conducted includes;

No	Service
1.	Verify proper start-up
2.	Verify CMOS settings
3.	Check Device Manager Conflicts
4.	Empty Temp Directories/Internet Cache
5.	Check RAM-advice if upgrade needed
6.	System registry check and registry-error clean up
7.	Check hard disk for errors
8.	Clean startup processes
9	Hard disk defragmentation
10.	Clean-up desktop icons- with clients permission
11.	Check all fans
12.	Physically clean computer
13.	System updates



14.	Virus/spyware definition update , scan & removal
15.	Quality control inspection
16.	Other computer related issues raised by customer or customer's employee

Cost Implications

Total cost for monthly service is TSHS 650,000/= .

Note: This charge does not include cost of software(s) or hardware which may be needed



SERVICE LEVEL AGREEMENT

1. Definitions

'The Company' means The Bridge LTD of P.O. Box 35083, Dar es salaam, Tanzania having its registered office at Josam House "B", Ground Floor, Plot 16, Mikocheni Industrial Area, Dar es salaam, Tanzania.

"The customer' means Pyramid Company LTD is set out in the Agreement below.

'The Equipment' means the equipment owned by the customer as will be specified in schedule A, and any replacement hereof which may hereafter be made by agreement between the parties hereto and which shall be governed by these terms and conditions unless otherwise and in writing.

Business Hours of The Bridge LTD are:

Monday to Friday, 0830hrs to 1600hrs

Saturday 0830hrs to 1200hrs

For services outside the business hours a separate additional charge of Tshs. 50,000 per hour will be applied and be incurred.

2. Liability of the Company

The Company shall not be liable for any loss or damage suffered by the customer, except when it arises through the willful act or default of the company or (in respect of death or personal injury) through its negligence. The Company shall not be liable for loss of ,damage to or spoiling of programs, files, operating systems, or loss or damage due to a computer virus, power fluctuations, or loss or damage suffered by the Customer as a result of an actions brought by a third party, whether such loss or damage is direct or consequential.

3. Limitation of Service

1. The Bridge shall carry out **four** preventive service calls **per month**. Such services shall be provided at the customer's site during normal working hours as specified in '1' above. For the duration of this service order, the service calls shall be carried out on dates mutually agreed upon between the company and



the customer. You shall receive a copy of the scheduled dates of services covering the whole service period upon signing the maintenance service order.

- II. The Customer may make a maximum of **two** on-demand calls **per week** for the company to provide support service
- III. The Services to be provided shall be on equipment listed and will include:

No	Service
1.	Verify proper start-up
2.	Verify CMOS settings
3.	Check Device Manager Conflicts
4.	Empty Temp Directories/Internet Cache
5.	Check RAM-advice if upgrade needed
6.	System registry check and registry-error clean up
7.	Check hard disk for errors
8.	Clean startup processes
9.	Hard disk defragmentation
10.	Clean-up desktop icons- with clients permission
11.	Check all fans
12.	Physically clean computer
13.	System updates
14.	Virus/spyware definition update , scan & removal
15.	Quality control inspection
16.	Other computer related issues raised by



	customer or customer employees
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The company shall not undertake to replace or repair any items that require to be paid for without confirmed local purchase order from the customer.

4. Continuation of contract

- I. This agreement will continue for a period of twelve months at which date the agreement becomes renewable, subject to mutual agreement by both parties here to.
- II. Either party giving sixty days prior notice in writing in the event of a material or persistent breach of a material term thereof by the other part may terminate this agreement. Without prejudice to the generality of this sub-clause, failure by the customer to a pay maintenance charges provided for this agreement for a period of thirty days following the due on which payment of such charge is due shall be deemed a material breach of material term.

5. Relocation of products

- I. Customer will be responsible for relocation of customer's products. Customer must give the company thirty days written notice prior to relocating any products. Products that are relocated may be subject to additional support charges and modifications of response times.
- II. Products moved outside the specified location where initially located may continue to be serviced under this agreement, at the option of the company, subject to customer agreement to adjusted charges and response times.

6. Remedies and liabilities

For any breach of this agreement by the company, the customers remedy will be limited to refund of support charges paid by customer during the period of breach up to a maximum of three months support charges for the products at issue, provided, however, that the company will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control.



7. Responsibility of customer

- I. Product compatibility - Customer is responsible for the compatibility of products eligible for services under this agreement with products not eligible for service under this agreement.
- II. Confidential information – Customer is responsible for the security of its proprietary and confidential information.
- III. Data reconstruction – Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs.
- IV. Customer Representative – A representative of customer must be present at customer’s site at all times when service is being performed by the Company on site or by telephone.
- V. Health Hazards – Customer must notify the company if any product covered under this agreement is being used in an environment which poses a potential health hazard to the company personnel. The company may require such products to be maintained by customer under direct company supervision.
- VI. Export Regulations – Customer agrees not to export or re-export products and technical data provided in violation of the applicable export regulations. The company may suspend services under this agreement if customer deals with the products and technical data in violation of the applicable export regulations.

8. Force Majeure

The company shall not be liable of any failure or delay in the execution of any work of maintenance due to any circumstance beyond the company’s control. The company will resume services as soon as conditions allow. In the event that the conditions persists for a period exceeding three months and with no like hood of improvement this agreement shall automatically terminate.

9. Customer Obligation

The customer undertakes and warrants to the company for the duration of this agreement:



- I. To allow the company's employees full access during working hours to enter the premises for the sole purpose of carrying out the service and shall insure that the equipment is readily accessible to the said employees for such purpose, as long as such visits are properly co-ordinate between the authorized representatives of the company and the customer.
- II. That it has full power and authority to enter into this agreement and permit the company to perform its maintenance services hereunder at a time mutually agreeable to the customer and the company.

10. General

- I. The customer and the company shall not be entitled to assign this agreement or all or any part of their rights and obligations hereunder.
- II. The terms of this agreement can not be amended, altered, varied or modified in any way whatsoever, unless such amendment, alteration, variation or modification is in writing and signed by an authorized representative of the company and the customer respectively.
- III. Any notice or other document to be given hereunder shall be hand delivered or sent by first class post or by telex or fax to the address of the other part set out in this agreement and any such notice or other document shall be deemed to have been served at the time of delivery, or on expiry of seventy two hours after posting and, if sent by telex or fax, upon the expiry of twelve hours after transmission.
- IV. The company when on the customer's premises, shall strictly observe all customer's health, safety and security rules, and when access to the customer's system is required, this shall be granted such object to the company observing customer's systems security rules and procedures using such access under guidance from customer's employees for the purpose only of giving effect to the agreement and of no other purpose.

11. Terms and Termination

- I. This agreement will commence on the effective date specified above and continue until terminated by either party.



- II. Payment is requested in advance, upon signing of the contract and prior to any service being carried out.
- III. The minimum term of any order is twelve full months unless otherwise agreed and all orders will continue until terminated by either party under the provisions hereof. There after customer may terminate this agreement; terminate any order issued under this agreement or delete products services at any time upon sixty days written notice to the company.
- IV. The company may terminate this agreement or the provision of services under any order at any time after the twelve months upon sixty days written notice to customer. The company may suspend services at any time if customer fails to make any payment hereunder when due, or fails to perform or observe any material condition of this or any other agreement with the company. Either party may terminate this agreement at any time without notice should the other party fail to remedy and default within fourteen days or written notice(provided that should the breach be one which can not reasonably be remedied within 14 days, then that party should be allowed additional time as is reasonably required and necessary)

12. Miscellaneous

- I. Neither part may assign any rights or obligation under this agreement without the prior consent of the other.
- II. Any disputes arising in connection with this agreement will be governed by and construed in accordance with the laws of Tanzania and be referred to arbitration in terms of the arbitration act. The courts of Tanzania will have jurisdiction.

13. Construction

This agreement shall be governed by and construed in accordance with the laws of the republic of Tanzania.

If the customer fails to pay the maintenance charge within 30days of the due date of payment therefore, without prejudice to the company's right to terminate this agreement under clause 5, the company may withdraw its services to be provided hereunder until all outstanding charges are paid in full.



Date of this Agreement

The contract period shall commence on2012 and continue for a period of twelve months thereafter.

We, the customer, have read the terms and conditions of this agreement and we accept the said terms and conditions without condition. Our particular attention is drawn to the provision of clause 4 of this agreement.

Company Name: Pyramid Pharma LTD

Address:

Contact Name:

Email address:

Signature:

Date.....

NB:

In case of a company, a duly authorized officer must sign this agreement. In case of partnership, a partner must sign.

Signed on behalf of The Bridge LTD.

Contact Name: David Kagoma

Position: Director - IT

Signature:

Date.....