



Service Level Agreement

This Agreement is made and executed at New Delhi on this **01-Jun-2025** (For Short “Effective Date”) between

Blackmelon Advance Technology Co Pvt Ltd., a company registered under the Companies Act, 1956 and having its registered office at LGF-18, Lower Ground Floor, Vasant Square Mall, Vasant Kunj, New Delhi, Delhi – 110070 and corporate office at CODESQ, 8th Floor, Platina Heights, C-24, Sector -62, Noida, Uttar Pradesh -201309 (hereinafter referred to as “**247around**” which expression shall mean and include its Authorized Representatives, Successors-in-Interest, Agents and Assigns) on the one part;

AND

Reach Distributers India Pvt Ltd., a company registered under the Companies Act, 1956 and having its registered office at No.34, 4th B-cross, Industrial layout, Koramangala, 5th Block, Bangalore-560095 India (hereinafter referred to as the “**Partner**” which expression shall mean and include its, representatives, successors-in-office and assigns) of the other part.

The following service-level agreement (SLA) is established to ensure that the provision of service defined in this agreement is performed according to the specifications stated within this agreement.

Description of Services

The following services are covered by this service-level agreement:

1. Provide Demonstration and Installation of Appliances for customers as per agreed price mentioned in Annexure 2 & 3.
2. Provide Appliance Repair (listed in Annexure 1) for customers during the warranty period and out of warranty period as per agreed price mentioned in Annexure 2 & 3. Appliance list is covered in Annexure 1.
3. Provide PDI (Pre-Delivery Inspection) service for Appliances at Distributor/Dealer/Warehouse.
4. Warehousing Services for Spare Parts as per agreed price mentioned in Annexure 3.
5. Logistics of Spare Parts between warehouse and service centers at different locations in India as per price agreement in Annexure 3.
6. Call Center services as per agreed price mentioned in Annexure 3.
7. Refurbishment of Appliances as per agreed price mentioned in Annexure 3.

Scope of services

The scope of the above-mentioned services is as follows:

Installation & Demo (I & D):

- I & D service will be provided at customer's premise. Prices will be paid by Partner or Customer as per the Annexure 3.
- For Television, provide table top installation or wall mount installation as desired by customer. Drilling in wall to place bracket and hanging of the TV is covered in the contract. Accessories like Wall mount bracket, remote, cables etc. will be provided by the Partner. Either Partner provides the accessories or 247around can arrange the same on paid basis.

Repair:

- Repair services will be provided at customer's premise and/or 247around service franchisee workshop. Under warranty charges will be paid by Partner and out of warranty will be paid by customer.

Spare Parts:

- Warehousing services for Partner's spare parts are on payment basis.
- Logistics of spare parts between warehouse and service centers at different locations in India on payment basis. The locations in India will be as per CRM

Duration of services

- All the services mentioned in this agreement will be delivered during India business hours between 9:00 am - 6:00 pm from Monday-Saturday each week.
- Services will not be delivered on National Holidays in India namely 26th January, 15th August, and 2nd October and other city-wise holidays in India in the year. 247around Employee's Holiday list is available on Partner CRM before start of every calendar year.

Location(s) for provision of services

1. Services in the scope of the document will be provided for the set of locations mentioned in **CRM**
2. Service locations can be expanded on a need basis as per Partner requirement for additional cities as applicable.
3. Any location where 247around has a service setup inside the city will be called as local area (R1). Any location that 247around will cover from its service center and is outside the municipal limits will be called as upcountry (R2). In upcountry location, out-station charges will be applicable as per **Annexure 2**

Responsibilities of 247around

It will be the responsibility of *247around* to deliver the agreed-upon services in accordance with the agreed-upon time schedule, in the manner(s) agreed to by both parties, and with the quality of performance as stated in this agreement.

- *247around* will generate periodic status reports and deliver to Partner representative in a manner and time frame acceptable to Partner.
- It will be the responsibility of *247around* to provide a suitably equipped environment and work area for the services being provided to the Partner.
- *247around* will take Appointment from customer within 6 business hours of getting customer information. If appointment call is made before 2PM then booking will be scheduled for the same day else it will be scheduled for next day.
- *247around* will allocate jobs among its service centers by its smart load balancing algorithm to ensure maximum customer satisfaction and minimum resolution time.
- *247around* will provide serial number of the Appliance being installed / demoed /repaired post call completion. *247around* does not collect physical signatures of customers and does not maintain hard copies of job sheets for its calls.
- *247around* will not be responsible for correctness of Appliance serial number if verification logic is not provided by Partner. No deduction will be allowed from service charges in such cases.
- Warehouse management, if required by Partner, for storing spare parts for repair jobs on a paid basis.
- Trainings for service engineers, as per requirement.
- *247around* will return the spares that are found defective during the service to the Partner within three (3) month of receipt of new spare provided by Partner at Service Franchisee office. In case multiple spares are required for completing a booking, all respective defective spares may be returned together within three (3) month of call completion.
- *247around* shall return all defectives parts to Partner failing which a reasonable amount (not exceeding new spare value provided by Partner while shipping new spare) for same may be set off from future payables to *247around*.
- *247around* will take complete care in providing Services mentioned earlier to Partner & Customers. However, if accidental damage happens to the Product or Spare Parts of the Product being installed or repaired, *247around* will not be liable to pay any damage to Partner or Customers.
- *247around* will be shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location. *247around* will take utmost care to assign a reputed courier company. However, *247around* will not be responsible for any loss or breakage of spare parts during transit by courier company or *247around* official.
- *247around* will be shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location. *247around* will take utmost care to assign a

reputed courier company. However, 247around will not be held responsible by Partner for any delay in shipment.

- Force Majeure – No party hereto shall be responsible or liable to the other in any manner for failure or delay in performing its obligations under this Agreement, other than the obligations to make payments provided for hereunder, when such failure, or delay is directly or indirectly due to an act of God, Governmental or local body orders or restrictions, or any other cause or circumstances beyond the reasonable control of the party concerned, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.
- There are no pending legal or administrative actions against 247around which could adversely affect the consummation of the transactions contemplated by the agreement.
- 247around agrees to provide one-month service warranty on all repairs carried out by 247around service center. One-month service warranty means no service charge will be charged if repeat issue arises due to same problem in the appliance. If some other section of the appliance develops problem or if repeat problem comes due to spare part failure then it will not be covered under 247around service warranty.

Responsibilities of Partner

It will be the responsibility of Partner to provide the following:

- Provide appliance details, service manuals, user guides, datasheets and other relevant documents required to install and repair the appliance
- Share Customer information and the job details in a timely manner to enable 247around to plan, schedule and deliver the services. These details will be provided to 247around in the format agreed upon by both organizations from time to time.
- Share Appliance serial number pattern, if any, which would be used by 247around CRM to validate serial number entered by Service Center.
- Deliver genuine spare parts as requested by 247around in a timely manner. Partner will arrange and provide spare parts that are found to be defective during the service delivery at no extra cost to 247around.
- **Partner agrees to provide spare parts against Delivery Challan/Invoice to 247around. Partner has the right to invoice spare parts used in out warranty bookings.**
- **Partner agrees that unused new and defective spare parts will be taken back by Partner. Partner agrees that unused spare parts will not be adjusted against monthly service invoices at any point during the contract or at end of the contract.**

- **Partner agrees to approve/reject defective & unused new spare parts through 247around CRM which 247around has sent through their warehouses. If the spare parts are not acknowledged within timeline, these spare parts would be deemed acknowledged by 247around.**
- Support 247around in providing training to its service engineers for installation and repair jobs to achieve better service quality. Partner will provide instruction manuals and other supporting documents about the electronic appliances of the Partner for which services are being provided by 247around.
- Make payments as per agreed price sheet Annexure 3 and payment timelines, against issuing invoice/cash bill.
- Inform 247around about shortage of any spare parts in advance
- Provide pricing information for the spare parts in advance
- Respond to 247around's queries on calls or meetings
- In case of any loss to the product or to the customer due to defective material or spare shipped by Partner, the Partner shall be solely responsible for the same and shall be liable to compensate 247around as well as the customer for the losses incurred by 247around and customer. Liability of Partner in such cases is limited to the value of the product under consideration.
- Partner shall be in regular contact with the 247around officials to provide required support or information.
- Partner shall maintain a minimum stock of all spares for providing Services for Products within the Warranty Period, which shall be provided to 247around on FOC basis.
- At all times Partner will try to maintain minimum stock of all the spares required so that 247around can provide timely services to customers.
- Partner will bear the cost of shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location and any other new entity formed by 247around for smooth customer performance.
- If any difference shall arise between the parties relating to or arising out of the terms of this agreement, all disputes shall be referred to one arbitrator to be mutually appointed by both the Parties. The Venue of the arbitration shall be New Delhi and shall be subject to the jurisdiction of NewDelhi courts only.
- There are no pending legal or administrative actions against the Partner which could adversely affect the consummation of the transactions contemplated by the agreement.
- Partner cannot onboard directly any 247around SF for a period of 2 years after the contract is over.
- Partner agrees that installation calls for LED/IFPD category will be equal to or greater than 50% of total calls failing which the repair prices will be revised upwards to meet out warranty charges.
- Partner agrees to update all spare parts shipment to SF in the CRM. In case of no entry of any spare part shipment, 247Around will not hold any responsibility of neither returning the same nor taking a financial loss.

- Partner agrees to reconcile the spares transaction based upon the data stored in the 247Around CRM only.
- Partner has to make the spare part available at SF location within 30 days of request made by the SF in the CRM for a repair call, failing which service charges will be auto billed to the Partner & call will be closed in 247 CRM. After Parts availability new call will be registered by the brand.
- Partner agrees to appoint 247around as Producer responsibility organization PRO / Collection Centre to collect defective spares and replacement / Exchange units and play such role as indicated in the authorization for Extended Producer Responsibility granted to the producer. Under Extended Producer Responsibility of partner 247around will channelize the defective spares and replacement / Exchange units from service locations.
- Partner will pay Rs. 10,000 + GST if place a request of changing the GST number, any time after onboarding. The charges are NIL for the first request.

Acceptable performance levels

For the provision of service as stated in this SLA, 247around is required to provide services in ways that are acceptable to the Partner. These include the following:

Performance metrics

Monitoring, tracking, evaluating performance and reporting service delivery

Criteria used for evaluating 247around performance will include the following:

1. Periodic status reports submitted by 247around highlighting work performed, results achieved, successful activities, unsuccessful activities, other performance metrics
2. Closure of calls as per the agreed turn-around time (TAT).
3. Escalation of calls going beyond agreed TAT.
4. Defective spares will be returned within 90 days from shipment by brand.
5. For TAT Delivery- Refer Annexure

Process for resolving performance issues

Escalation mechanism for any performance issues faced by the end customer-

Our internal online system provides an Escalation matrix that allows tele-calling support staff to immediately reach our service center director for immediate action.

Communication to Partner – Partner's management team can periodically discuss any performance issues on part of 247around. This can be in the form of a face-to-face meetings or online conferences like Skype, Goto Meeting etc. Issues shall be presented by Partner representatives and 247around should have the opportunity to explain its performance. Minutes

of such meetings shall be recorded. Partner shall give 247around 1 (one) working week to provide suitable explanation and proposal for remediation for issues under discussion.

Remedies for failure to provide acceptable performance, escalation procedures

Failure to provide acceptable performance by 247around under the terms of this agreement will result in the following penalties:

KPI Achievement Range	KPI Credit / Penalty
100% < TAT > 85%	Targeted TAT
85% < TAT > 80%	5% of total service fee on all cases that are outside the defined TAT, to be adjusted from the monthly invoice as penalty.
TAT<70%	10% of total service fee on all cases that are outside the defined TAT, to be adjusted from the monthly invoice as penalty.

Note: Working days include all calendar days in a week excluding Sundays, national and state government holidays.

Any penalties will apply after three months of association.

247around agrees to pay of cost of the spare part broken or declared not usable due to engineer fault if such breakage crosses 3% of the total calls handled by 247around in that month.

Payment Terms

Partner shall maintain a prepaid account on CRM. Prepaid account means that partner will deposit an amount equivalent to monthly consumption in advance. Partner will have the option to recharge the prepaid balance any time in a month.

Post termination of contract, unused prepaid amount paid by the Partner to 247around is refundable post adjustment of all pending dues.

Partner agrees that unused/used/defective spare parts will not be adjusted against monthly service invoices at any point during the contract or at end of the contract.

For Grievance redressal, please contact at following:
Invoice related: ar@247around.com

Protection of intellectual property

247around agrees to safeguard any intellectual property (IP) developed in the course of providing the aforementioned services to Partner. The Partner agrees to safeguard any IP that 247around makes available to it in the course of this agreement.

247around will not be sharing the SF list with the partner as it is considered a part of the company's intellectual property.

NON-SOLICITATION

During the term of this Agreement and for a period of 1 year after termination of this Agreement (for any reason), both the parties mutually agree that it will not either for itself or for any other commercial enterprise solicit, divert, hire or take away or attempt to solicit, divert or take away any of the parties employees, contractors, and Service Franchisees who are involved in any direct or indirect role in providing services under this Agreement.

In case any party is found to be in breach of the above-mentioned clause, party shall be liable to pay a penalty equal to the fees received/receivable or paid/payable by either party under this Agreement, which shall be without prejudice to other legal remedies as may be available to the parties.

Compliance with legislation, regulations, practices

247around warrants that the services to be provided are in compliance with all applicable laws, statutes, regulations and other legal provisions to this agreement.

Termination of agreement

This agreement will be valid until termination of the same by either party according to terms of agreement. Either party may terminate this agreement for cause with 60 (sixty) days written notice. Further, any pending or unresolved operational issues, unpaid fees and any other remedies must be satisfied before this agreement could be terminated.

INDEMNITY

- **Each Party** agrees to indemnify and hold harmless each other, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the either Party to comply with any covenant or agreement made by the either Party herein or in any other document furnished to any of the foregoing in connection with this transaction.
- The provisions of this clause shall survive the termination and expiry of this Agreement.

LIMITATION OF LIABILITY

- In no event shall 247around be liable to the Partner for special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort, even if 247around has been advised in advance of the possibility of such loss, cost of damages, arising out of or in connection with this Agreement.
- In no event shall 247around or any of its directors, officers, employees, representatives or agents shall be liable for any liability whatsoever for any losses or expenses or any nature suffered by the Partner arising directly or indirectly from any act or omission of the Partner or its employees, agents or representatives hereunder.
- In no event will 247around's total aggregate liability under this Agreement exceed the actual (deprecated) value of appliance under consideration at the point of claim even if 247around is advised of the possibility of such damages.
- The provisions of this and expiry of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

Reach Distributers India Pvt Ltd.

Blackmelon Advance Technology Co. Pvt. Ltd.

(Signature of the Authorized Signatory)

(Signature of the Authorized Signatory)

Name: RICKY GOSAIN

Name: Bharat Singh Malik

Designation: MANAGING DIRECTOR

Designation: COO

Email: ricky@reachindia.co.in

Email: bharatm@247around.com

Annexure 1

List of Appliances for which services will be provided by 247around:

1) Television

Annexure 2

❖ One Time Management Charges: ~~Rs. 75,000~~ NIL

One-time charges are valid indefinitely from the commencement of the agreement. These charges include 247 Management fee, partner on-boarding processes & execution, technical training & product enablement. These charges are non-refundable.

❖ Commercial – Per Call Charges

PRODUCT	SIZE	DEMO/ INSTALLATION (Rs.)	On-site Repair charges (Rs.)	
			Non-Part	Part
LEDTV	<32"	NA	300	325
	32"- 40"	310	350	375
	41" - 47"	350	375	400
	48"- 60"	425	500	525
	61" -74"	700	750	800
	75"-86"	800	900	1000
	>86"-100"	1500	1500	1650

➤ Rs 4 per extra kms on Upcountry calls (above city Municipal Limit) for In-warranty calls.

❖ Technology charges Per Month: Rs 3000 per month (upto 5 ID's)

❖ Warehousing Charges:

➤ **Spares Handling & Inventory Management (Both GZB & MH Warehouse):**
Warehouse Handling & Processing Charges to manage defective spares - Rs 3,000

Per Month

- **Transaction charges:** ~~NIL 2% of spares inward value in a month to cover the insurance of stored spares & 100% returns of defective spare given us on Invoice.~~
- **Spare Packing Charges (in case of forward shipments through 247around):**
Rs. 50 Per Spare Packing. In case brand provide packaging material (FOC) above charges not applicable.
- **Spares Courier Charges:** As per invoice issued by 247around on actual.

❖ **Out Warranty Margin for 247around:**

Partner allows 247around to add additional 20-30% margin on top of billing price of spare parts. Courier charges for OOW spares are included in the margin.

❖ **Broad assumptions taken in absence of actual data:**

- ✓ Installation v/s Repair % = 60:40
- ✓ Local v/s Upcountry % = 60:40
- ✓ Replacement v/s Total Calls % = < 2%
- ✓ Monthly Call volume (Install. & Repair) = 300-500
- ✓ Minimum Monthly MG Charges Prepaid Recharge = Rs 1,00,000
- ✓ LED/Panel Broken in transit liability is not with 247around

Prevalent Taxes extra as applicable

Annexure 3

Blackmelon Advance Technology Co Pvt. Ltd is registered under MSME.

MSME Certificate

 भारत सरकार Government of India सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय Ministry of Micro, Small and Medium Enterprises		 सूक्ष्म, लघु एवं मध्यम उद्यम MICRO, SMALL & MEDIUM ENTERPRISES																					
UDYAM REGISTRATION CERTIFICATE																							
UDYAM REGISTRATION NUMBER		UDYAM-UP-28-0147119																					
NAME OF ENTERPRISE		BLACKMELON ADVANCE TECHNOLOGY COMPANY PRIVATE LIMITED																					
TYPE OF ENTERPRISE *	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Classification Year</th> <th>Enterprise Type</th> <th>Classification Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2024-25</td> <td>Small</td> <td>13/02/2025</td> </tr> </tbody> </table>	S.No.	Classification Year	Enterprise Type	Classification Date	1	2024-25	Small	13/02/2025														
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DATE OF INCORPORATION / REGISTRATION OF ENTERPRISE	21/08/2012																						
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* In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the M/o MSME. Disclaimer: This is computer generated statement, no signature required. Printed from https://udyamregistration.gov.in & Date of printing:- 13/02/2025																							
For any assistance, you may contact:																							
1. District Industries Centre: GAUTAM BUDDHA NAGAR (UTTAR PRADESH) 2. MSME-DFO: DELHI (DELHI)																							