

Date: 17th Oct 2017,
Hyderabad.

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this 17th Oct, 2017.

BY AND BETWEEN

Conduira Education & Training Services Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Vaibhav Enclave, Plot- 83, Arunodaya Complex, 1-98/7/3, Madhapur, Hyderabad - 500 081 (hereinafter referred to as 'CETS', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

CMR College of Engineering & Technology, Hyderabad organized under the Indian Laws having its principal place of business at Survey No. 69, Medchal Road, Kandlakoya Village, Hyderabad, Telangana 501401, INDIA (hereinafter referred to as 'Member', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(CETS and Member are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS CETS is inter alia in the business of providing e-learning solutions and is responsible for the functioning of its websites www.conduira.com and www.conduiraonline.com.

WHEREAS Member is in the business of 'Education Provider' and is desirous of taking service from CETS as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate CETS's e-learning solution


S. Srinivas
CONDUIRA EDUCATION & TRAINING SERVICES PRIVATE LIMITED



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Hyderabad-501 401
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NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. SERVICE DETAILS:

The details of the service that Member has agreed to take from CETS are as follows ("Service"):

Member Name :	CMR College of Engineering & Technology, Hyderabad
GST No:	NA
PAN No:	AAATM8456M
Service:	Access to CETS' conduiraonline.com services as elaborated below
Start Date :	1 Dec, 2017
End Date :	1 Dec, 2018
Number of Logins	500

Item#	Product	Features Included
1.	Online Campus Recruitment Training	<ul style="list-style-type: none"> ✓ Student Access to <ul style="list-style-type: none"> ○ Learning Center <ul style="list-style-type: none"> ▪ 900+ Learning Videos ▪ 325+ Chapter Tests ○ Test Center <ul style="list-style-type: none"> ▪ 250+ Hours of Testing Content ▪ 60+ Module Tests ○ Vocab Prep - Vocabulary Tool ○ Blogs & Discussion Forms ✓ College Admin Login Access

Price of Service (per login)	Rs. 400 + GST
Value of Service (for minimum 500 logins)*	Rs. 2,00,000/-
Add: GST (as per GOI norms, 18%)	Rs. 36,000/-
Total Invoice value (including GST for 500 logins)	Rs. 2,36,000/-

*in case of any increase in the number of logins, the total value of invoice would be computed by CETS at the above agreed price of service per login, for the final number of logins provided by CETS.





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27/10/17

2. PRICE:

In consideration of the Service as per Clause 1 above, the Member agrees to pay to CETS the amount as agreed in Clause 4 (a) below. This pricing applies to the current service offering only and may be subject to revision for subsequent transactions.

3. TERM:

This Agreement shall be valid for **Twelve Months** and be in force from **1 Dec, 2017** till **1 Dec, 2018** ("Term")

4. PAYMENT TERMS:

(a) The Member shall pay the Total Price to CETS, as per the following payment schedule:

Payment Due Date	% of payment
2-12-2017	50%
7-12-2017	50%

(All payments to be made in favor of "Conduira Education & Training Services Private Limited")

(b) An invoice for the Total Price will be issued by CETS to the Member within 7 days of signing of this Agreement. This would be sent to the above-mentioned address unless otherwise a different address for billing is specified by Member under section "Member's Address for Invoicing/Correspondence" herein below and shall be payable as per the aforesaid payment terms. All invoices are payable to CETS in full, on or before the due date of the invoice as per the said payment terms. In the event any payment is not made within the said period, CETS shall, without prejudice to its other rights under this Agreement or in law, have the right to terminate this Agreement and / or deactivate Member's account without any liability to Member.



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17/10/17

Member's Address for Invoicing / Correspondence:

CMR College of Engineering & Technology

Survey No. 69, Medchal Road, Kandlakoya Village, Hyderabad, Telangana 501401

Contact Name: Dr. Hima Bindu

Email: cmrcetplacements@cmrcet.org

Tel:+919246805053

5. IMPLEMENTATION AND TRAINING:

- (a) CETS may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other service purpose.
- (b) CETS would provide the necessary training for the moderators selected by the Member for successful implementation of the Service at the start of the program. This training would include how to manage moderator and student logins, manage the workflow, and escalate issues to CETS as detailed in Clause 7(i).

6. CETS' OBLIGATION:

- (a) To provide online customized platform to the Member on www.conduiraonline.com
(Website)
- (b) To assist Member for online implementation of e-learning solution for registered users as per the agreed Day Plan.
- (c) Provide the following assistance to Member on issues raised as per Clause 7 (i) related to the implementation of e-learning solutions.
 - (i) Acknowledge the messages related to problem within 12 working-hours of their receipt from the Members
 - (ii) Address the Member's issues within 48 working-hours of the above acknowledgment

7. MEMBER'S OBLIGATION:

- (a) Shall provide CETS the name of its authorized representative who shall serve as single point of contact with CETS.
- (b) Shall provide the information sought by CETS in requisite format of all users in the Admin Module of www.conduiraonline.com to provide login facility to the members.



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12/10/17

- (c) Shall be responsible for appropriate use of the Services subscribed under this Agreement, and Terms & Conditions mentioned in www.conduiraonline.com.
- (d) Undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates (its own students as indicated by this agreement) and not for its commercial use / purpose.
- (e) Undertakes that there would be no unauthorized/fraudulent use of user content: Member shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement is prohibited. CETS shall have the sole right to decide as to what constitutes as a breach of these requirements by Member.
- (f) Member shall raise any operational issue hindering the implementation of the Service to CETS in writing using the "Help" section available in the website.

8. OTHER TERMS:

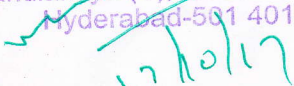


- (a) Member shall share details of students selected by various companies, along with the companies selected to. This information will be kept confidential by CETS and will be used for analytics and improving the algorithms for future batches. CETS would refrain from sharing this information with any third party without a written authorization from the member.
- (b) CETS can send notification regarding its other products to the member's students in this platform.
- (c) CETS can seek student and Member's feedback/ testimonials from time-to-time and the same can be used by CETS for its branding purpose.



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Handwritten signature in green ink.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF THE MEMBER:	SIGNED ON BEHALF OF CETS:
Name: Major Dr. V.A.Narayana	Name: Mr. Sumanth Palepu
Title / Designation: Principal	
College: CMR College of Engineering & Technology	Designation: Chief Marketing Officer (CMO)
Address: Survey No.69, KandlaKoYa Village, Medchal Road	Phone: 9666003735
City & Pin Code: Hyderabad, Telangana- 501401	Email: sumanth.palepu@conduira.com
Email: principal@cmrcet.org	For Conduira Education & Training Services Pvt. Ltd
Phone: +919248727200	
Fax:	
Signature:  PRINCIPAL CMR College of Engineering & Technology Kandlakoya (V), Medchal Road, Hyderabad-501 401.	
	
	 Authorized Signatory