

OW+Word-7/26
EXAM - 20/05/2025

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SERVICE AGREEMENT

This **SERVICE AGREEMENT** is entered into on 27th May 2025 ("Effective Date")

BYAND BETWEEN

KAAM Services Pvt Ltd incorporated under the [Indian] Companies Act, 2013, having its registered office at No-483, Seetha Complex, 16th Cross, 8th Main Road, RR Nagar, Bangalore - 560098 (hereinafter referred to as '**HireMee**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**;

AND

Shree Guru Gobind Singh Tricentenary University (SGT University), located at Gurgaon-Badli Road, Chandu Budhera, Gurugram, Haryana 122505 (hereinafter referred to as '**User**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**.

HireMee and User are hereinafter collectively referred to as "the Parties" and severally as "Party".

WHEREAS HireMee is an Online Assessment company which gives access to state of art assessment platform and AI Proctoring.

WHEREAS User is a University desirous fusing the services of HireMee as described hereunder to administer the University exams using HireMee platform, on the terms agreed and contained here in;

WHEREAS the User benefits from HireMee's platform as it helps in conducting online assessments successfully.

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:


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Budhera Gurugram





1. HIREMEE OBLIGATION

- 1) Provide an option to create an assessment (MCQ and Subjective Questions) for the college
- 2) Provide options to schedule assessments for the students by the college
- 3) Provide options to manage and monitor assessment
- 4) Provide options to enable AI driven image and window proctoring in the assessment
- 5) Provide options to view and download reports
- 6) Provide options to correct answer-script with images present in a secure location
- 7) Provide training to university staff on complete usage of platform limited to scope of work
- 8) Ensure server availability during the testing event
- 9) Option to create sub department accounts under the main admin account for university
- 10) The validity period of the E-pins will last for one year.
- 11) Ensure availability of onsite support during first two examinations and continuous telephonic support for the duration of the examinations.
- 12) We can facilitate standard API Integration with the university's ERP system.

2. USER OBLIGATION

- 1) User shall create question pool and add MCQ and Subjective problems
- 2) Users shall create assessments using questions from the question pool
- 3) Users shall schedule assessment for the students and send invitations
- 4) User shall view and download reports for the assessments
- 5) User shall correct answer-script with images and update scores
- 6) User has to ensure each candidate opens the email comprising of the Test Link and Test pin
- 7) User shall ensure that each candidate has a laptop/desktop with webcam / smart-phone for taking the test.
- 8) User shall ensure that each candidate has minimum of 3G internet speed while conducting the test
- 9) User shall be solely responsible for the submission of any wrong, incomplete or incorrect data or profile in the test platform.
- 10) User shall ensure that candidates download the HireMee's mobile app before taking the test on the Phone.
- 11) User shall ensure the necessary payment for the services rendered from HireMee.
- 12) User shall ensure that the service is not resold or transferred to any other person, corporate body, firm or individual.
- 13) User shall not engage in any conduct prohibited by law or usage of services in any manner so as to impair the interests and functioning of HireMee or its users may result in withdrawal of service.

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COMMERCIALS

- 1) The User agrees to a pay Rs. 50/- + Tax for 2000 Test Instances.
- 2) 100% Fees shall be paid in Advance by the User before starting the Test
- 3) Any additional customization requests other than mentioned in the Obligation, will be on additional cost
- 4) The price offered will be applicable only for the current set of 2000 tests

3. TERM AND TERMINATION

- a) This Agreement will be in force for an initial period of one year (1) Year from the Effective Date and expires on 27th May 2026. The agreement may be renewed upon the mutual agreement of both the parties.
- b) Either Party may terminate this agreement wholly or in part at any time without providing any reasons after giving prior written notice of Thirty (30) days to the other Party. However, obligations and commitments already contracted for shall be honoured and continued by both parties until such commitments are completed.
- c) In the event of termination of this Agreement, either Party shall ensure that any confidential information, data, assets, documents, etc., belonging to the other Party which is in its possession, shall be either returned or destroyed or deleted from its systems, as instructed in writing by the other Party. This shall be followed by a written confirmation of destruction or deletion duly signed by an authorized official of such Party.

4. Confidentiality

HireMee agrees that it will fix any vulnerability found in software and would promptly notify the User if it learns of a security breach or unauthorized access related to the service. User ID and Password would be provided only to the authorized User. HireMee agrees to restrict User id and password to the student/college concerned only. HireMee agrees that it will maintain the confidentiality of any information that HireMee has access to pursuant to the service engagement and the information shall be restricted to use explicitly for internal use if required. HireMee will neither sell nor share any confidential information of the User with third parties not involved in training and hiring. HireMee will not use the Confidential Information for any purpose other than the purpose for which such information is provided.

5. Privacy:

a) Collection of Personal Information

KAAM Services Pvt Ltd collects personal information of clients for relevant and appropriate purposes only, in a reasonable and lawful manner as indicated in our Privacy policy.

The collection and use of Client's personal data in the business context is essential to the operation of the company, and particularly to the operational functions

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b) Use, Retention and Disposal Principle

Service Provider shall limit the use of personal information to the purposes identified in the Agreement and for which you have provided implicit or explicit consent. Service Provider can retain any personal information for only as long as necessary to fulfill the stated purposes or as required by law or regulations and thereafter appropriately. The information is appropriately deleted/returned on the termination of the Agreement.

c) Handling of Personal Information

Specific instructions or requirements for handling personal information shall be communicated to employees to whom personal information is disclosed

d) Disclosure of Personal Information

Client's Personal Information shall be disclosed only to those employees who have Signed Non-disclosure agreements, and shall be disclosed only for the purposes for which the client has provided implicit or explicit consent, unless a law or regulation specifically requires or allows otherwise

Service Provider shall not disclose any personal data of the client; make onward transfers or sale of Personal Information/data for commercial gain

e) Consistence of Privacy Policies and Procedures with Laws and Regulations

Policies and procedures are reviewed and compared to the requirements of applicable laws and regulations at least annually and whenever changes to such laws and regulations are made. Privacy policies and procedures are revised to conform to the requirements of applicable laws and regulations. HireMee acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by the HireMee under this Agreement. HireMee further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act.

The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

6. GOVERNING LAW AND ARBITRATION

This Agreement will be governed by all applicable laws of India. In case of any dispute, controversy or claim, the Parties agree to resolve the same within thirty (30) days through negotiation by senior level managers of HireMee and User, before initiating any legal proceeding. All disputes arising out of this Agreement, which cannot be settled through mutual discussion, shall be referred to arbitration and decided finally in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto by Sole Arbitrator nominated by the First Party. The dispute resolution process shall be initiated by a Party through written notice of the dispute being delivered to the other Party. The award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Gurgaon, Haryana. The arbitration proceedings shall be conducted in the English language. Execution of the arbitral award shall be subject to

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the exclusive jurisdiction of the Courts at Gurgaon, Haryana, India.

Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurgaon, Haryana

7. LIMITATION OF LIABILITY

- a) In no event will either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damage (even if the party has been advised of the possibility of such damage) arising from any provision of this agreement.
- b) Notwithstanding anything contained herein under this agreement, user's liability under this agreement shall not exceed the total amount payable by the user to HireMee under this agreement.
- c) The Parties agree and undertake that there shall be no limitation of liability in respect of breach of the provisions of this agreement in respect of fraud, confidentiality, intellectual property rights, indemnity, data protection, privacy, injury to person or death in the course of providing services to the user.

8. MISCELLANEOUS

- a) **Entire Agreement:** This Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto. Subsequent schedules or addendums can be added on mutual agreement and will be considered as part of this Agreement. Parties mutually agree that in case of any conflict between the terms and conditions of this Agreement and terms and conditions of any Service Details executed under this Agreement, the terms and conditions of this Agreement shall supersede and prevail over such Service Detail/s.
- b) **Notices:** Any notices under this Agreement will be sent by registered post acknowledgement due, to the respective address of Parties as contained in this Agreement, or to any other address subsequently communicated in writing by a Party and served to the other Party in the manner specified herein.
- c) **Publication:** The User hereby expressly agrees that HireMee can use the results of assessments for internal analysis for betterment of the platform/offering.
- d) **Branding:** - HireMee would use the User's Name and Logo (hereinafter referred to as "Marks") for Branding and Marketing purpose. While using the said Marks, HireMee shall comply at all times with the current version of the applicable mark and logo guidelines of the User without any fail.

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- e) **Uptime** - HireMee will endeavor to maintain its hiremee.co.in website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the User in providing the Service; bring- downs in the ordinary course that are necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond HireMee's reasonable control.
- f) **Intellectual Property Rights** - This Agreement will not be construed to grant any licence with respect to the Intellectual Property of one Party to the other Party. Each Party will own and retain all of its right, title, and interest in and relating to its Intellectual Property. Each Party agrees that any proprietary rights whatsoever, including but not limited to, patents, copyright, knowhow and design rights of all works of a Party exposed to the other Party during or as a consequence of provision/use of Services, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material shall vest with the Party owning the IPR absolutely.
- g) **Severability** : In the event, any provision of this MOU is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this MOU, and all other provisions shall remain in full force and effect as valid and enforceable.
- h) **Indemnity**: HireMee will indemnify, defend and hold harmless the User and its officers, employees, agents, representatives and successors and assigns from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought that arise out of or relate to any allegation of deficiency in services or performance of obligations of HireMee under this Agreement including any third party claims for infringement of intellectual property rights.
- i) **Assignability**: This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party

This Agreement is on a principal-to-principal basis between the Parties hereto. The Parties understand that this Agreement does not create and shall not be deemed to have created any partnership, joint venture, employer-employee or a principal agent relationship between the HireMee and User. Either Party shall not be entitled to, by act, word, and deed or otherwise to make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent to the other. Both Parties are and shall always be and remain independent entities.

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.

Page | 6

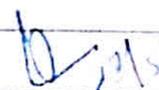
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Bidhera, Gurugram





SIGNED ON BEHALF OF HIREEE:

SIGNED BY / ON BEHALF OF USER:

Signature : Praveen Kumar V 	Signature : 
Name : Praveen Kumar Vishwakarma	Name : Dr. Joginder Yadav
Designation : Associate Director	Designation : Registrar
Date : 27 th May 2025	Date :
Email : praveen.v@hiremee.co.in	Email : registrar@sgtuniversity.org

The person listed above is authorized to sign for our organization.

Tax Invoice

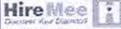
e-Invoice



IRN : 4e6b9cf37fc2e943c97450964272b8-
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43d7

Ack No. : 112525042094067

Ack Date : 20-May-25

 Karpaga Assessment App Matrix Services Pvt Ltd No.483, Seetha Complex, HBCS Ideal Homes Layout, 18th Main Road, Rajarajeshwari Nagar Bangalore-560098 GSTIN/UIN: 29AAGCK7164C1ZF State Name : Karnataka, Code : 29 CIN: U72900KA2017PTC105426	Invoice No. 62/2025-26	Dated 19-May-25
	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
	Buyer's Order No. U/G/153/2025-26	Dated 16-May-25
	Dispatch Doc No.	Delivery Note Date
	Dispatched through	Destination
	Terms of Delivery	
Buyer (Bill to) Shree Guru Gobind Singh Tricentenary University Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505 India GSTIN/UIN : 06AAATD2705K1ZZ PAN/IT No : AAATD2705K State Name : Haryana, Code : 06 Place of Supply : Haryana		

Sl No.	Description of Services	HSN/SAC	Quantity	Rate	per	Amount
1	HireMee ProEx	998511	2,000.000 QTY	50.00	QTY	1,00,000.00

continued to page number 2

This is a Computer Generated Invoice

Tax Invoice(Page 2)

 Karpaga Assessment App Matrix Services Pvt Ltd No.483, Seetha Complex, HBCS Ideal Homes Layout, 18th Main Road, Rajarajeshwari Nagar Bangalore-560098 GSTIN/UIN: 29AAGCK7164C1ZF State Name : Kamataka, Code : 29 CIN: U72900KA2017PTC105426	Invoice No.	Dated
	62/2025-26	19-May-25
	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
	Buyer's Order No.	Dated
	U/G/153/2025-26	16-May-25
Dispatch Doc No.	Delivery Note Date	
Dispatched through	Destination	
Terms of Delivery		

Buyer (Bill to)
Shree Guru Gobind Singh Tricentenary University
 Gurgaon-Badli Road Chandu,
 Budhera,
 Gurugram,
 Haryana 122505
 India
 GSTIN/UIN : 06AAATD2705K1ZZ
 PAN/IT No : AAATD2705K
 State Name : Haryana, Code : 06
 Place of Supply : Haryana

Sl No.	Description of Services	HSN/SAC	Quantity	Rate	per	Amount
	IGST Output @ 18%				18 %	18,000.00
Total			2,000.000 QTY			₹ 1,18,000.00

Amount Chargeable (in words) E. & O.E
INR One Lakh Eighteen Thousand Only

HSN/SAC	Taxable Value	Integrated Tax Rate	Integrated Tax Amount	Total Tax Amount
	998511	1,00,000.00	18%	18,000.00
Total	1,00,000.00		18,000.00	18,000.00

Tax Amount (in words) : **INR Eighteen Thousand Only**
 Remarks:
 Being Inv no:62/2025-26 Dt:19 May 2025 raised to Shree
 Guru Gobind Singh Tricentenary University for the month
 of May 2025
 Company's PAN : **AAGCK7164C**

Declaration
 We declare that this invoice shows the actual price of
 the goods described and that all particulars are true and
 correct.

Divya for Karpaga Assessment App Matrix Services Pvt Ltd
Authorised Signatory