



SERVICE AGREEMENT

This **SERVICE AGREEMENT** is entered into on 26th April 2024 ("Effective Date")

BY AND BETWEEN

HireMee, unit of KAAMServices 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) Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505, India (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 an University desirous of using the services of HireMee as described hereunder to administer the University exams using HireMee platform, on the terms agreed and contained herein;

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:


Registrar
SGT University
Budhera, Gurugram

1. HIREMEE OBLIGATION

- a) Provide option to create an assessment (MCQ and Subjective Questions) to the University.
- b) Provide option to schedule assessment for the students by the University
- c) Provide option to manage and monitor assessment
- d) Provide option to enable AI driven image and window proctoring in the assessment
- e) Provide option to view and download reports
- f) Provide option to correct answer-script with images present in a secure location
- g) Provide training to university staff on complete usage of platform limited to scope of work
- h) Provide server infrastructure to conduct a maximum of 2000 concurrent test takers
- i) Ensure server availability during the testing event
- j) Provide 12 department accounts to the university
- k) 100 mock practice pins (free of cost) for hands-on practicing on the platform

2. USER OBLIGATION

- a) User shall create question pool and add MCQ and Subjective problems
- b) User shall create assessment using questions from the question pool
- b) User shall schedule assessment for the students and send invitations
- e) User shall view and download reports for the assessments
- f) User shall correct answer-script with images and update scores
- c) User has to ensure each candidate opens the email comprising of the Test Link and Test pin
- d) User shall ensure that each candidate has a laptop/desktop with webcam / smart-phone for taking the test.
- e) User shall ensure that each candidate has minimum of 3G internet speed while conducting the test
- f) User shall be solely responsible for the submission of any wrong, incomplete or incorrect data or profile in the test platform.
- g) User shall ensure that candidates download the HireMee's mobile app before taking the test on the Phone.
- h) User shall ensure the necessary payment for the services rendered from HireMee.
- i) User shall ensure that the service is not resold or transferred to any other person, corporate body, firm or individual.
- j) 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.



3. COMMERCIALS

The User agrees to a pay Rs.1,18,000 /- all inclusive for 2000 Test Instances @ Rs 50 + Tax.

- 10% Payment of the Project cost to be made along with Purchase Order
- Balance payment within 30 days from the first payment date.
- Free 100 Test Pins (For Mock Test) along with 2000 Pins order request from University.
- Pins will remain active in the account of party regardless of whether they are not consumed.
- Any additional customization requests other than mentioned in the Obligation, will be on additional cost

Payment Instruction:

Account No : 3664597678
Beneficiary Name : Karpaga Assessment App Matrix Services Pvt. Ltd
Address : Corporate Finance Branch, Bangalore
IFS Code : CBIN0283816
Bank Name : Central Bank of India

4. TERM AND TERMINATION

- a) Test pin will be marked as "used" or "consumed" as soon as it is booked and sent to the candidate via email from the platform. Even if the test invite has not been sent via the platform, the test pin booked will be considered as consumed. If the candidate does not take up the assessment, due to any reason other than the platform unavailability, the test pin will be considered as consumed. The test pins will be expiry after a period of 3 months from the date of activation, even if they are not consumed. There will be no liability on HireMee for making the students/candidates to use the test pins, other than ensuring that the platform is available for the candidate to login for the assessment.
- b) Any scheduled maintenance downtime will be informed to the client at least 6 hours in advance, and will be done mostly in non-business hours.
- c) This Agreement will be in force for an initial period of one year (1) Year from the Effective Date 26th April 2024 and expires on 26th April 2025.
- d) 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.
- e) The Un-used balanced Pins will remain active in the account of party after the One-year agreement is over.
- f) 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

Reg. strar
SGT University
Budhera, Gurugram

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.

5. DATA PROTECTION & COMPLIANCE WITH PRIVACY LAWS

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.

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 Bangalore. The arbitration proceedings shall be conducted in the English language. Execution of the arbitral award shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India.

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 damages (even if the party has been advised of the possibility of such damages) 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.


Registrar
SGT University
Budhera, Gurukulam

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 postacknowledgement 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 for Branding and Marketing purpose.
- 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.


Registrar
SGT University
Budhera, Gurugram



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.

SIGNED ON BEHALF OF HIREMEE GOLD:

SIGNED BY/ ON BEHALF OF USER:

Signature : <i>Subha Mahata</i>	Signature : <i>[Signature]</i>
Name : Subha Mahata	Name : Dr. Joginder Yadav
Designation : Associate Director-Institutions	Designation: Registrar
Date : 26 th April 2024	Date : 10/6/2024
Email : subhamahata.mk@hiremee.co.in	Email : registrar@sgtuniversity.org

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