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Conduira Education & Training Services Pvt. Ltd.

CIN : U80211TG2009PTC102097

C5 104, Ground Floor, Vindhya C4, IIIT-H Campus,
Gachibowli, Telangana 500032

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into **11th January, 2022**

BY AND BETWEEN

Conduira Education & Training Services Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Plot no: C5 104, Ground Floor, Vindhya C4, IIIT- H Campus, Gachibowli, Hyderabad, Telangana 500032 (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

Balasore College of Engineering & Technology organized under the Indian Laws having its principal place of business at Sergarh, Remuna, Odisha 756060 (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

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:

Attached herein as Annexure A

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) & 4(b) below. This pricing applies to the current service offering only and may be subject to revision for subsequent transactions.

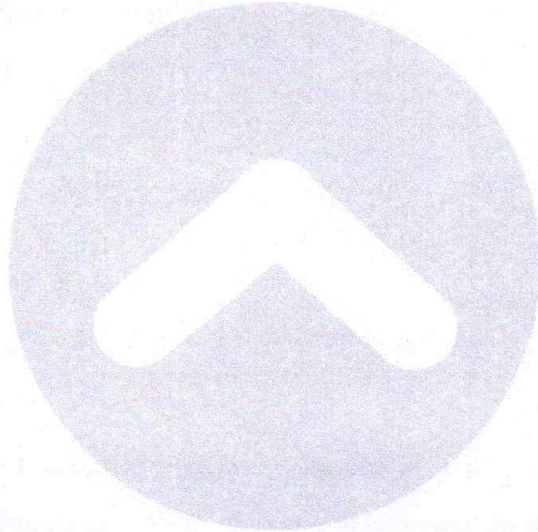
3. TERM:

As mentioned in Annexure A

4. PAYMENT TERMS:

- (a) The Member shall pay the Total Price to CETS, as mentioned below:
Total Cost of Service Provided: Rs 142890 + 0% GST
(CETS is an innovation funded partner of the NSDC and exempted from GST)
Detailed break up provided in Annexure A
- (b) The invoice of INR 50000 will be raised 7 days after the signup instruction sheet is shared with the college.
- (c) The Invoice of INR 50000 will be raised 30 days after the first Invoice.
- (d) The Invoice of INR 42890 (plus fee for any registrations above the minimum committed number) will be raised 30 days after the second Invoice.
- (All payments to be made in favor of "Conduira Education & Training Services Private Limited")**
- (e) Invoice would be sent to the below-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.



Member's Address for Invoicing / Correspondence:

Balasore College of Engineering & Technology

Sergarh, Balasore, Odisha 756060

Contact Name – Mr. Subhransu Sekhar Samanta

Email ID – samanta2007@gmail.com

Tel – 9040567566

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) To provide placement support to Member through access to a minimum of 10 recruitment drives on the platform. Participation of students is subject to meeting the eligibility criteria set by the recruiting companies.
- (d) 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.

- (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.

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: Mr. Subhransu Sekhar Samanta	Name: Mr. Manas Saran
Title / Designation: Deputy Director & Head - Training & Placements	Designation: VP – Sales and Marketing
College: Balasore College of Engineering & Technology	Phone: 9900511905
Address: - Sergarh, Balasore, Odisha 756060	Email: manassaran@conduira.com
City & Pin Code:	
Email: samanta2007@gmail.com	
Phone: 9040567566	For Conduira Education & Training Services Pvt. Ltd
Fax:	
Signature: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> DocuSigned by: Mr. Subhransu Sekhar Samanta D5A921A85F914B6... </div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> DocuSigned by: Manas Saran C9C474F2B5E744B... Authorized Signatory </div>