

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this 10th July, 2018.

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 Technical Campus, Hyderabad organized under the Indian Laws having its principal place of business at Village Kandlakoya, Medchal, 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


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CMR Technical Campus
Kandlakoya (V), Medchal (M&D),
Hyderabad, Telangana-501 401.





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 Technical Campus |
| GST No: | |
| PAN No: | |
| Service: | Access to CETS' conduiraonline.com services as elaborated below |
| Start Date : | 17/08/2018 |
| End Date : | 17/08/2019 |
| Number of Logins | 500 |

| Item# | Year | Price | Product & Features Included |
|-------|------|-------|----------------------------------|
| 1. | 2022 | 590 | Attached herein as Annexure A |

| | |
|------------------------------------|--|
| Price of Service (per login) | Rs. 590(Inclusive of GST, if any) |
| Total Invoice value for 500 logins | Rs. 2,95,000/- (Inclusive of GST, if any) |

*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.

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.


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3. TERM:

As mentioned in Annexure A

4. PAYMENT TERMS:

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

| Payment Due Date | Amount Payable |
|------------------|----------------|
| 24-08-2018 | Rs. 2,95,000/- |

(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.

Member's Address for Invoicing / Correspondence:

CMR Technical Campus

Village Kandlakoya, Medchal, Hyderabad, Telangana 501401


Contact Name: Dr. A Raji Reddy

Email: director@cmrtc.ac.in

Tel- 9248727220


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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.
- (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

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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, under intimation to the member.

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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: Dr. A Raji Reddy | Name: Mr. Sumanth Palepu |
| Title / Designation: Director | |
| College: CMR Technical Campus, Hyderabad | Designation: Chief Marketing Officer (CMO) |
| Address: Village Kandlakoya, Medchal, Hyderabad, Telangana | Phone: 9666003735 |
| City & Pin Code: Hyderabad & 501401 | Email: sumanth.palepu@conduira.com |
| Email: director@cmrtc.ac.in | For Conduira Education & Training Services Pvt. Ltd |
| Phone: 9248727220 | |
| Fax: | |
| Signature:  | |
|  |  Authorized Signatory |
| Director | |

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Annexure-A

| Program Details | Program Foundation Course and C&DS |
|---|--|
| Target Year | 1 st Year |
| Learning Content | 100+ Hours/ Year |
| Chapter Tests (10 Questions, 20-30mins minutes per test) | 320+ |
| Level-wise Programming Tasks/ Assignments | 220+ |
| Diagnostic Test | 1 |
| Live Online Sessions, Performance Review Sessions & Workshops | To be provided right through the program at regular intervals |
| Smart Analytics & Personalized Recommendations | Yes |
| Programming-skill based Analysis | Yes |
| Virtual Compiler | Yes |
| Doubt Clarification Mechanism | Yes |
| All- India Percentiles & Benchmarking across every Test & for each Topic | Yes |
| Vocab Prep App (Exclusive Vocabulary Building Mobile App) | Yes |
| College- Admin Portal Student Performance Reports to help college track & focus on students who need improvement | Yes |
| Study- Plan customized to College Schedule | Complete Learning & Testing schedule customized to college requirements |
| Validity | 12 Months |

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