

**Service Agreement Between
MONSTER.COM INDIA PVT. LTD.
& ARYA Group of Colleges
2015**



monster

Plot No.1024 & 1024/1, Road No 45,
Jubilee Hills, Hyderabad 500033.

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this / /2015 at Place Jaipur Rajasthan
BY AND BETWEEN

Monster.com India Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Plot No.1024 & 1024/1, Road No. 45, Jubilee Hills, Hyderabad - 500 033 (hereinafter referred to as 'Monster', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**;

AND

Arya Institute of Engineering & Technology

) organized under the Indian Laws having its principal place of business at (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**.

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

WHEREAS Monster is inter alia in the business of e-recruitment solutions and is responsible for the functioning of its websites www.monsterindia.com, www.jobsahead.com, www.rozgarduniya.com and www.monstercollege.in

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

WHEREAS the Parties intend to facilitate Monster's online recruitment solution by bringing the Member's placement activities online thereby attracting more corporate and other entities for recruitment of registered users ("users") of Monstercollege.in.

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 Monster are as follows ("Service"):

Institute -(Member)	<i>Arya Institute of Engineering & Technology</i>		
Name:			
Service:	On the Subscription of www.monstercollege.in		
Quote No:	NA		
Duration:	2015-106	2015	-2016.
No. of Students	ALL		

2. PRICE:

In consideration of the Service as per Clause 1 above, the Member agrees to pay to Monster a sum of **INR 1,14,000 (inclusive of Tax)** Parties agree that the Price is exclusive of any applicable service tax or any other applicable taxes / tariffs, which taxes / tariffs shall be paid by the Member to Monster in addition to the Price **INR 1,14,000** (inclusive of tax)

Description of Service	Sale Value	Service tax	Total
Annual subscription on monstercollege.in	1,14,000/-	14000/-	1,14,000/-

NOTED AND ACCEPTED:

Nishu
Monster India Pvt. Ltd.



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3. TERM:

This Agreement shall be valid and be in force from the Start Date (30/08/2015) till the End Date (30/09/2016). The Member is bound to make the full payment for the Term, irrespective of whether they use the service(s) or not. Member shall also be liable to pay the legal costs which may be incurred by Monster towards recovery of any of the dues from Member.

4. PAYMENT TERMS:

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

1. The agreement to be signed on 24/07/2015 and 100 % of the amount to be released on the same date.

Details of Payment

Cheque /DD Number	Date of cheque / DD	Bank	Amount (INR)
004240	24 July 2015	Bank of Baroda	1026 00/-

(All payments to be made in favour of "Monster.com India Private Limited")

- (b) An invoice for the Total Price will be issued (") by Monster to the Member after execution of this Agreement at the abovementioned address unless otherwise a different address for billing is specified¹ 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 Monster 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, Monster 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:

Contact Name : Piyush Sharma

Name of the organization/Address: Anya Group of Colleges, Jaipur.

Email: placements @ anya.jaipur .com

Tel: 9314883559

Fax:

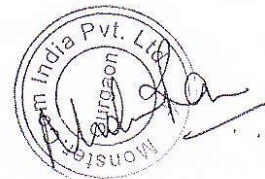
5. IMPLEMENTATION AND TRAINING:

- (a) Training on Monster products and services, wherever applicable, will be scheduled by Monster's Client Relations Contact appointed for the Member. The said training will take approximately 1-2 hours and the concerned authorized staff of the Member will be provided with a training manual.
- (b) Monster may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other purpose.

6. MONSTER'S OBLIGATION:

- a) To provide online customized platform to the Member on www.monstercollege.in (website) along with SMS enabled tools for effective communication.

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- b) To assist Member for online recruitment solution of registered users.
- c) Enhance visibility of the Member as a brand among corporate and other business entities.
- d) Placement Process Management including 24*7 online profiles to attract companies; SMS enabled online platform, Inviting companies and other entities to view users profiles online and providing access to its website www.monstercollege.in who have subscribed for the website services.
- e) Provide the following opportunities to registered users
 - i) Participation in campus drives, pooled campus drives, placement weeks and walk- in interviews.
 - ii) Monster Will provide end number of opportunities.
 - iii) Monster's dedicated corporate sales team will endeavour to help Member by making available opportunities from companies as well as small & medium enterprises.
- g) To provide awareness through various means thereby resulting into increased chances of employment of users:
 - i) To provide informative articles and content delivered through platform and to improve chances of users employability
 - ii) Assist in industry awareness
 - iii) To conduct mock practice tests as per Industry specification along with comprehensive performance report of the users. This shall help the Member to identify skill gaps of the users and take proactive measures.

7. MEMBER'S OBLIGATION:

- (a) Member shall provide Monster the name of its authorized representative who shall serve as single point of contact with Monster.
- (b) Ensure submission of users' data online on Monster's website i.e. www.monstercollege.in for registration within 20 days of signing of this Agreement.
- (c) Verification of the users' data by an authorized representative of Member. Users' data shall include education qualification, roll number, branch and name. Inability of Member to register and verify the users' data shall not entitle the users in availing the services under this Agreement. Member shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the Monstercollege.in website.
- (d) The authorized representative of Member shall be responsible for incorporating the users' data on the Monster website and make changes from time to time in the event of any change in the users data and profile.
- (e) The Member shall be responsible for appropriate use of the Services subscribed under this Agreement.
- (f) Member agrees to appropriate the subscribed Services as per the terms and conditions stipulated for the Services on Monster College Website and shall not offer to the candidate(s) and / or users of such subscribed services at a price more than the price as stipulated by Monster for the Career Services on the relevant Monster website.
- (g) Member shall be solely responsible for the Monster College Services appropriated by it under this Agreement to users and / or candidates. Member further 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 and not for its commercial use / purpose.
- (h) By posting user data ("User Content") to Monstercollege.in OR any Monster Site, User / Candidate and Member automatically grant, and represent and warrant that they have the right to grant, to Monster an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.
- i) No unauthorised / 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 are also prohibited. Monster shall have the sole right to decide as to what constitute as a breach of these requirements by Member.

9. MISCELLANEOUS PROVISIONS

- a) Monster does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Member after the Services commenced by Monster under this Agreement.

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- b) Monster neither guarantees nor offers any warranty about the credentials of the prospective employer/organisation, which would receive the information and subsequently contact the Member and/or candidates.
- c) The amount paid for the services by the Member is not refundable under any circumstances.
- d) Monster reserves its right to reject any insertion or information/data provided by the Member in the Monstercollege.in without assigning any reason,
- e) Monster will endeavor to maintain its Monstercollege.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 Member 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 Monster's reasonable control.
- f) Breach any provision of this Agreement by the Member may lead to discontinuance of subscribed service by Monster and /or pursue all other available remedies under applicable laws.

10. DISPUTE RESOLUTION:

Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by the First Part, the award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Hyderabad. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, India.

MEMBER'S ACKNOWLEDGEMENTS: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements and is binding upon the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised 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 MONSTER:
Name: <u>Arvind Agarwal</u>	Name: <u>Nishi Rai</u>
Title / Designation: <u>President, Anya Group of Colleges</u>	
Educational Institute/Company: <u>Anya Group of Colleges</u>	Designation: <u>Manager Campus Solutions</u>
*CIN:	
Address: <u>SP-40, R11CO Industrial Area</u> <u>KUKAS, Jaipur</u>	Phone: <u>9717916624</u>
City & Pin code: <u>Jaipur 302028</u>	Fax:
Email: <u>arvind @ anya college . org</u>	
Phone: <u>9829058655</u>	Signature : <u>Nishi Rai</u>
Fax:	

Signature: Arvind Agarwal

Date:

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

*Notes: 1. In case of Ltd. / Pvt Ltd. Company CIN No. is mandatory and Agreement should be rubber stamped.

NOTED AND ACCEPTED:





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TERMS OF AGREEMENT:

This Agreement is between your company or organization ("You") and Monster.com India Pvt. Ltd. ("Monster") and governs use of the Monster website or websites referenced at the end of this Agreement (each a "Site" and, together, the "Sites"). This agreement shall continue and be effective till the validity period of the product and services subscribed by you. If you breach any provision of this Agreement, Monster may (i) discontinue Your service and/or (ii) pursue all other available remedies to enforce this Agreement and obtain payment hereunder. In such event, Monster shall be entitled to collect and recover from You all of its costs and attorneys' fees incurred. Monster may assign to a third party the right to trace and/or collect and receive payment on its behalf but in that event also all Payments shall be made in favor of "Monster.com India Private Limited".

In the event service is not commenced / activated on the Start Date mentioned in the Service Agreement due to any reason whatsoever, the service will be provided from the date of commencement / activation of service for the period for which service is subscribed by Member and the Start date and End date above will be deemed to be construed accordingly. Any postponement of services covered under the scope of the Service Agreement shall be at the sole discretion of Monster. In such events the Term of the agreement shall be deemed to have amended accordingly.

Monster may, in its sole discretion, impose a late fee equal to 1.5% per month on all overdue accounts. In addition, you shall be liable for any collection or enforcement costs of collection in the event of late payment. You shall also be liable to pay to Monster any charges for dishonor of payments instruments, by cheque, ECS electronic payment, or any other method of payment instructions by you. Any re-activation of a deleted or expired job posting and any refreshing of any job posting constitutes use of an additional job posting hereunder. This Agreement shall not apply to, and you shall have no rights with respect to, any website not listed at the end of this Agreement.

Each webSite's Resume database (each a "Resume Database") is a private database for use by licensed members only. A licensed member is defined as one unique user with one unique password. If You (including any or Your employees or consultants) are found to share passwords with any non-licensed users, Monster may revoke all login & passwords deactivate your account and no refund will be given. You agree to notify Monster promptly after the departure of any person to whom a password was provided & failure of your notification in this regard shall not make monster liable under any circumstances and Monster reserves the right to cancel such password or issue a new password in lieu thereof. Monster reserves the right to periodically change the issued passwords. You agree not to resell any of the products and services subscribed by You from Monster including but not limited to any job postings or any database access or the unique services stated above to any third party. Amounts paid for use of the Resume Database are non-refundable. The services may be deactivated if the payment is not made by the due date(s) mentioned in the agreement / invoice. Any deactivation of your account by reason of your breach of provisions of this Agreement, Terms of Use, and / or Terms and Conditions of website in which services subscribed, Privacy Policy and third party rights shall not absolve you from the liability of making payment for the product and services subscribed.

You agree to comply with all the applicable local, national and international laws, including but not limited to the laws relating to contracts, labour and employment laws, data privacy laws, cyber laws and law relating to intellectual property.

Navigation/Search Engines: Notwithstanding anything to the contrary contained herein, You shall not use or attempt to use, and shall cause each party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search any Site other than the search engine and search agents available on such Site.

The contents of the website (including without limitation all job postings and all resumes), and all elements, which are a part of the foregoing, and all intellectual and other proprietary rights therein, are the property of Monster. Neither you nor any of your employees shall do anything, which

would in any way damage, injure or impair the validity of Monster's rights in the contents of the web Site. Notwithstanding the above, any job postings placed on any Site by You hereunder, and all elements which are a part of the foregoing, and all intellectual and other proprietary rights therein, are and shall at all times remain Your property.

To the extent permitted by law Monster makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or any site, or results of use thereof and all warranties and conditions, express or implied are hereby excluded.

You agree to Indemnify Monster, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from Your breach of this Agreement or from Your provision of any material to any Site, including but not limited to claims of breach of third party intellectual property rights.

Notwithstanding anything to the contrary contained herein, except as may arise under the immediately preceding paragraph, neither party will be liable to the other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind - including lost revenues or profits, loss of business or loss of data - arising out of this agreement (including without limitation as a result of any breach of any warranty, or other term of this agreement), regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. moreover, Monster's maximum liability arising out of or relating to the transaction, which is the subject matter of this agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed the amount paid by You to Monster.com India Pvt. Ltd hereunder.

Notwithstanding anything to the contrary contained herein, Your use of the Site is subject to the Terms of Use, and / or Terms and Conditions of relevant website in which services subscribed, & Privacy Policy available from such web Site's homepage. By your execution hereof you hereby agree to abide by such Terms of Use and / or Terms and Conditions of relevant website in which services subscribed, & Privacy Policy, as they may be amended from time to time.

This Agreement (i) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by Monster that have been or may from time to time be submitted by you, (ii) may be signed in counterparts, (iii) shall be governed by the laws of India. The Courts of Hyderabad have the exclusive jurisdiction to try and entertain any dispute arising out of the Agreement. (iv) may not be amended, terminated or waived orally, and (v) may not be assigned, in whole or in part, directly or indirectly, by operation law or otherwise, by you and only comes into existence when signed by You and Monster. Monster will be entitled to assign all or any of its rights and obligations hereunder. Any terms of this Agreement that may be invalid shall not affect the validity of enforcement of the remaining valid terms of this Agreement. The terms and conditions of this Agreement may not be amended without the affirmative written consent of Monster.com India Pvt. Ltd.

MONSTER SITE GOVERNED BY THIS AGREEMENT:

www.monstercollege.in

TERM OF AGREEMENT: Any Extension/ Up-gradation of the Services of the Member after the date of expiry of this agreement shall be given effect only after executing a fresh Agreement between Monster and Member. Monster will accordingly raise a fresh Invoice for a price as may be agreed by the Monster and Member for the aforesaid extension/up-gradation and there will be no nexus between the Agreement for Extension/up-gradation & earlier Agreement in relation to the terms, conditions and payment terms.

NOTED AND ACCEPTED:

