HireMee
Discover Your Diamond

SERVICE AGREEMENT

This SERVICE AGREEMENT is made and entered into this on **23rd May 2024**

BY AND BETWEEN

HireMee, a unit of Kaam Services Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at No-483, Seetha Complex, 16th Cross, 8th Main Road, Ideal Homes Co-Operative Building Society Ltd Layout, 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

Babu Banarasi Das Institute of Technology & Management under the Indian Laws having its principal place of business **Sector-I, Dr. Akhilesh Das Nagar, Ayodhya Rd, Lucknow, Uttar Pradesh 226010** organized (hereinafter referred to as 'Institution', 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 Institution are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS HireMee has developed a program to empower the students from employability the colleges across India with skills by providing relevant content, recommendations, evaluation and mentoring, subject to the job aspirants as per details provided in services section.

WHEREAS User is a college desirous of using the services of HireMee as described hereunder to fulfill the job aspirations of students, on the terms agreed and contained herein;

WHEREAS the User benefits from HireMee's solution (Namely HireMee Jobility & Industry Specific Tests) as it helps in securing a job.

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 Institution has agreed to take from HireMee are as follows (**"Service"**):

1) HireMee Employability Test with Jobility Report For All Final Year Students
2) HireMee Industry Specific Coding Test for Computer Science & IT Students in Final Year.
3) HireMee Industry Specific Non Coding MCQ Based Test for Other Branches Final Year Students.

Subha Mahata

Director

Program Flow :

STAGE - 1 : HireMee Employability Test with Jobility Report For All Final Year Students

STAGE- 2 : HireMee Industry Specific Coding Test for Computer Science & IT Students in Final Year.

STAGE - 3 : HireMee Industry Specific Non Coding MCQ Based Test for Other Branches Final Year Students.

HireMee's Obligation :-

HireMee shall

1. Once the candidates are enrolled in the program, they are provided access to one assessment at a time, on a pre-decided day as per the college / University schedule.
2. To create an assessment (MCQ and Coding Questions) to the college
2. Provide option to schedule assessment for the students by the college.
4. Candidates will receive an email indicating the date, time, and unique test pin for them.
5. Candidates take the assessment in the time slot provided and submit their code.
6. Reports with scores and detailed analysis of each challenge, with test cases status, and shared with the candidates through proper channel.
7. Candidate can view the reports and analyze their submissions of code.
8. The reports can also be made available to college instructors, so that they may track the progress of each student and guide them to use better methods.
9. As per the college's request, separate test sets for Cognitive analysis and Coding proficiency would be Curated and delivered.
10. All assessments are completely browser based, and so do not need any special downloads or hardware. Any modern web browser like Chrome, Firefox, Edge, etc. on Pc/laptop with a decent internet bandwidth is enough to run the assessment

TERM AND TERMINATION :-

1.This Agreement will be in force for an initial period of One (1) year from the Effective Date and expires on 22 May 2025. Upon expiry of the initial Term, this Agreement shall stand renewed automatically for a further period of one (1) year (Renewed Term), unless terminated by either Party to this Agreement by giving one (1) month advance notice to the other Party.

2. 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.

3. 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

Director

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.

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.

USER'S OBLIGATION :-

a) The user has to register college on HireMee's website within 7 days of signing the agreement.
b) User shall ensure submission of users' data online on HireMee's website i.e. www.hiremee.co.in for registration and also provide the list of students who have opted for HireMee Round zero plus Service.
c) Users' data shall include Username, contact details etc. Inability of User to register and verify the user's data shall not entitle the users in availing the services under this Agreement. User shall be solely responsible for the submission of any wrong, incomplete, or incorrect users' data or profile in the www.hiremee.co.in website.
d) The User shall be responsible to download the HireMee's mobile app.
e) The User shall ensure the necessary payment for the services rendered from HireMee.
f) Initial Payment of 50% Will be released before the start of the program i.e Test -1
g) Remaining Payments of 50% will be released after the completion of Test-2, Once the payment is released we will release the reports.
h) This service is neither resalable nor transferable by the subscriber to any other person, corporate body, firm or individual.
i) Engaging in any conduct prohibited by law or usage of services in any manner to impair the interests and functioning of HireMee or its users may result in withdrawal of service.

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 Lucknow / 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 Lucknow / Bangalore, India.

Director
BBDITM, Lucknow

SIGNED ON BEHALF OF HIREMEE:

Signature Subha Mahata

Name: Subha Mahata

Designation: Associate Director- Institutions

Date : 23.05.2024

Email Id : subhamahata.mk@hiremee.co.in

SIGNED BY/ ON BEHALF OF USER:

Signature: S.S Director BBDITM, Lucknow

Name : Dr. Shailendra Singh Chauhan

Designation : Director

Date : 23.05.2024

Email Id : director@bbdnitm.ac.in