

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered on 01/11/2022 between **StoryTech Private Limited** a company duly incorporated under the Companies Act, 1956 having its registered office at 8-2-293/82/A/481, Plot 481, Level 4, Road No 36, Jubilee Hills, Hyderabad, Telangana - 500033 ("STORYTECH") (hereinafter referred to as the Service Provider), which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their successors, executors, permitted assigns, transferees in interest and legal representatives) of the **ONE PART**

And

Pallavi Engineering College having its registered office at Kuntloor (V), Abdullapurmet (M), Near Nagole, R R Dist, 501505-Telangana(hereinafter referred to as the Client) which term or expression shall unless otherwise excluded by or repugnant to the subject or context hereof be deemed to mean and include its agents, assigns, representatives, successor or successors- in -interest) of the **OTHER PART**.

WHEREAS StoryTech Private Limited is a company that has expertise in the dense work of software development in the area of employment domain including enhancing and lubricating the process of matching job seekers and job providers with all related corollary activities. STORYTECH also ventures into avenues of educational hybrid factors like learning enhancements, skill assessments, feedback loops, and capturing emerging trends in the field of education at various levels which provides it a more full-fledged approach.

WHEREAS the service provider is providing services related to creating interactive, professional Resumes, Curriculum Vitae (CV's) and Cover Letters and also offers free and premium plans for users to choose from and avail any services of their interest through Workruit Resume Builder which is an interactive platform on web and mobile platforms, where Workruit is a platform (name trademarked and registered by StoryTech Private Limited).

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals, the Parties hereby agree as follows:

1. **Scope of Services.** The Service Provider is to provide the Client with the following services (the "Services"):
 - i. The service of providing a software "SaaS – Software as a Service" to Colleges & Universities to allow them to provide a platform to their students through which, the client will provide an access to:
 - **License** – A unique code will be given for entire number of licenses taken by the college and it can be accessed by those number of users who took the licenses (each license for each student to be availed by entering the code after they register.)
 - **Details regarding licenses to the client:** The service provider upon request of the client will provide the information in the form of a "scheduled report" with

regard to how many licenses have been used and remaining and anything relating to the agreement such as via email electronically. The service provider also upon further request of client will provide a "separate URL" with login credentials to the college to view how many licenses have been accessed and how many are remaining.

- ii. The service provider will provide options to exclusive professional Resumes, CV's and Cover Letter templates to the college for their students. The templates can have exclusive branding (logo, name, etc.) of the college to encourage and promote awareness if required. Each resume will also have a unique URL through which students can share the resume via the internet with anyone. The service provider will provide a category of templates for the client to choose from.
 - iii. The service provider will be charging the client an overall amount for the licenses and the validity period.
 - iv. The service provider will be providing the "college code" to the college and the service provider does not hold any accountability and will not be liable to anyone using the code of who they send it to or share it to. The service provider's objective is directly to deal with the college.
2. **Compensation:** Client shall provide compensation to the Service Provider as mentioned in Annexure 2, exclusive of taxes for the provision of Services. An invoice will be generated to the college upon confirmation and signing of this agreement. Complete payment has to be made before the license code is provided to the college. According to the "Refund policy" there will not be any refund once the payment has been made.
 3. **Validity Period:** This Agreement shall commence on 01.11.2022 and remain in effect until 31.10.2023. All the licenses can be used only during the stipulated period and upon the last date, all licenses (used and/or un-used) will expire ipso-facto and no roll over or extension of unused licenses will be there. This Agreement may be extended by mutual written consent of both parties. If either of the parties seeks to terminate this Agreement before the end date, the terminating party must provide 60 days' notice to the other party.
 4. **Independent Contractor Status:** The Service Provider is serving as an independent contractor in providing the Services. Under this Agreement, the Service Provider is neither an employee nor a partner of the Client College/university.
 5. **Non Exclusivity:** The Parties expressly agree and acknowledge that this Agreement does not create an exclusive relationship between the Parties and Service Provider is entitled to supply services to other third parties as well, and the Client is free to engage the services of other similarly placed entities, if necessary.
 6. **Consent of the Client to the Service Provider:** The client hereby consents to the service provider that the service provider has the ability to use the college & university logos, names, for any marketing collaterals, presentations, inside the templates, etc. so long as

the client (college/university) is in this agreement, including their college name, logo on its marketing materials, resume and cover letter templates, Web site, mobile applications or private placement memo, or offering materials etc.

7. **Proprietary Information:** All work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the service provider, and client hereby assigns to the service provider all right, title and interest therein, including but not limited to all audio-visual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Client retains no right to use the Work Product and agrees not to challenge the validity of the service provider’s ownership in the Work Product.

Client hereby assigns to the service provider all right, title, and interest in any and all photographic images and videos or audio recordings and documents and files made by the service provider during Client’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, or documents.

8. **Notice:** All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

Contact from Service Provider:

Name: StoryTech Private Limited

Attention: Mr. Mohit Kumar Fruitwala

Designation: Vice President - Business

Email: mohit@workruit.com

Address: 8-2-293/82/A/481, Plot 481, Level 4, Road No 36, Jubilee Hills, Hyderabad, Telangana - 500033

Contact From Client:

Name: **Pallavi Engineering College**

Attention: Mr. Pradeep Kumar A

Designation: Dean (Training ,Placements & Corporate Relations)

Email: tpo@pallaviengineeringcollege.ac.in

Address: Kuntloor(V), Abdullapurmet(M), Near Nagole, R.R Dist - 501505, Telangana State, India

9. **Governing Law:** The laws of the State of Telangana govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.
 10. **Assignment/Delegation:** The Client shall not assign any of its rights under this Agreement or delegate any performance under this Agreement to any third parties, except with the prior written consent of the Service Provider. Any purported assignment of rights or delegation of performance in violation of this condition is void.
 11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.
 12. **Waiver:** The failure of the Service provider to enforce at any time any of the provisions of this Agreement shall not be considered to be waiver of the right of the Service provider against the Client thereafter to enforce each and every such provision of this agreement. Waiver, if any, shall be in writing, signed by the then duly authorized signatory of the Service provider.
 13. **Severability:** If any provision of this Agreement is determined to be void or unenforceable under any law applicable for the time being, such provisions shall be deemed amended or modified or deleted in so far as is reasonably inconsistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with these terms.
 14. **Amendment:** No amendment, change, or modification of this Agreement shall be valid unless it is in writing and signed by both the Parties.
 15. **Relationship:** Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.
 16. **Interpretation:** In this Agreement, unless the context otherwise requires any references to words importing singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies, corporate and firms.
- The Annexures (1 & 2) will be read as part and parcel of this agreement.
17. **Jurisdiction:** Any dispute arising from the subject matter of this Agreement shall be adjudicated only in the Court of competent jurisdiction of Hyderabad.
 18. **Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by a mutual discussion. However, if the

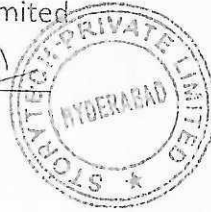
Parties fails to resolve its dispute or difference within fifteen (15) days through such mutual conciliation discussion then such dispute or difference shall be resolved through an arbitration proceeding conducted by a sole arbitrator to be appointed mutually, failing which such arbitrator shall be nominated in accordance with the Arbitration and Conciliation Act, 1996 (as amended) and the award made in pursuance thereof shall be binding on the Parties. The venue of arbitration proceedings shall be at Hyderabad.

Service Provider's name: StoryTech Private Limited

Service Provider's signature: _____

Representative: Mohit Kumar Fruitwala

Date: 1st NOV 2022



Client name: Pallavi Engineering College

Client signature: _____

Representative: Dr. M.B Raju

Date: 1st NOV 2022

