

SERVICE AGREEMENT

This SERVICE AGREEMENT is made and entered into this **18/04/2016** at Place **Pune** ("AGREEMENT") BY AND BETWEEN **Monster.com India Private Limited**, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Plot No 102A & 102A/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 **ISB&M SCHOLL OF TECHNOLOGY** organized under the Indian Laws having its principal place of business at Sr. No. 44/1/2, Nande, Pashan - Sus Road, Near Busgaon, Taluka Mulshi, Pune, Maharashtra, India - 412115 (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.jobahead.com, www.rozgarduniya.com and www.monstercollege.in and Member is in the business of "Education Provider" and is desirous of taking service from Monster as described here under to facilitate Monster's online recruitment solution online for opportunity to registered users ("users") at Monstercollege.in in the terms agreed and contained herein.

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 & TERM

The details of the service that Member has agreed to take from Monster are as follows ("Service"):

Member Name:	ISB&M SCHOLL OF TECHNOLOGY
Service:	Access to www.monstercollege.in portal (free of cost) " Monstercollege.in Platform Access - FOC "
Quote No:	
Start Date:	18/04/2016
End Date:	17/04/2016

- Monster shall provide to Member 1 Practice Test for 1 Stream. The stream will be selected by the Member at its end subject to the approval of Monster.
- Member shall provide the details of its authorized representative ("TPO") to Monster for the Service operation. Monster will provide the login details to TPO after execution of this Agreement. TPO shall be responsible for the Member's Candidates/Students login with Monstercollege.in.
- The Service provided for the period mentioned above without any financial consideration to the Member. Member agrees to bear any obligations on taxation for free service.

2. IMPLEMENTATION AND TRAINING :

- Training on Monstercollege.in subscribed Service, wherever applicable, will be provided by concerned authorized staff of the Monster.
- Monster may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other purpose.

3. MONSTER'S OBLIGATION:

- To provide online customized platform to the Member on www.monstercollege.in (website) and to assist Member for online recruitment solution of registered users, as per Service subscribed. Enhance visibility of the Member as a brand on Monstercollege.in platform and Placement Process Management including 24*7 online display of profiles to attract companies; and providing access to its website www.monstercollege.in who have subscribed for the website services.
- Provide informative articles and content delivered through platform and to improve chances of users employability and 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. 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. 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. Monster reserves its right to reject any insertion or information/data provided by the Member in the Monstercollege.in without assigning any reason. Breach of 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.

4. MEMBER'S OBLIGATION:

- Member shall provide Monster the name of its authorized representative (TPO) who shall serve as single point of contact with Monster and ensure submission of Candidates / users' data online on Monster's website i.e. www.monstercollege.in for registration within 20 days of signing of this Agreement.
- Verification of the users' data by TPO 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 and 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.
- The Member shall be responsible for appropriate use of the Services subscribed under this Agreement and 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.

NOTED AND ACCEPTED:



- (d) 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.
- (e) 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.
- (f) 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.
- (g) Member (college /institute) undertakes and warrants that the Mobile No. of the candidates provided/uploaded by it//Monster to Monster's website (www.monstercollege.in) for communicating them for the career/tests related information/communication is verified by Member (college /institute) before submission and is correct and Member (college /institute) further warrants that the candidates have consented to use their Mobile No. provided/uploaded by it to Monster's website (www.monstercollege.in) for communicating them through SMS by Monster and/or its service providers for the career/tests related information/communication. In the event of any complaint at the end of candidates with respect to DND and other issues, Member (college /institute) shall provide all the relevant details desired by Monster for resolving any such issues.

5. TERMS OF AGREEMENT:

This Agreement is between your Institution or company or organization ("You") and Monster.com India Pvt. Ltd. ("Monster") and governs use of the Monster website or websites in which services are subscribed under 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 protect it. 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. If You (including any or Your employees or consultants) are found to share passwords with any third Party, Monster may revoke all login & passwords deactivate your account. 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 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 and/or share any of the products and services subscribed by You from Monster. You agree to comply with all the applicable 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. 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, 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. 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, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Your use of the Monstercollege.in Site is subject to the Terms of Use, and / or Terms and Conditions of the website available from such web Site's homepage as 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 (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. Any Extension/ Up-gradation / renewal of the Services of the Member after the date of expiry of this Agreement shall be given effect only after executing a fresh / renewal Agreement between Monster and Member on mutually agreed terms. 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

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.

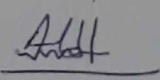
SIGNED ON BEHALF OF THE MEMBER:

Name: Prof. Khan Mustafa Nadeem
 Designation: Training and Placement Officer
 Email: wwwnadeem@gmail.com
 Phone: 09922112013



SIGNED ON BEHALF OF MONSTER:

Name: Altaf Shaikh
 Designation: Sr. Campus Relationship Manager
 Email: altaf.shaikh@monsterindia.com
 Phone: 08698030308



NOTED AND ACCEPTED:

