



AGREEMENT

This SERVICE AGREEMENT ("Agreement") for various services is made and executed at Jaipur on this ___ day of _____ 2022 by and between:

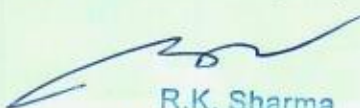
RAJCOMP INFO SERVICES LTD. ('RISL'), a wholly owned company of the Government of Rajasthan incorporated under the provisions of the Companies Act, 2013 / 1956 having its registered office at C Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) (hereinafter referred to as "**RISL**" / "**Service Recipient**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators and/ or any survivors or survivor of the **FIRST PARTY**

AND

HawksCode Softwares Pvt. Ltd, a company incorporated under the provisions of Indian Companies Act, 1956, and having its registered office at 603, 6th floor, Kailash Tower, Lalkothi, Tonk Road, Jaipur, Rajasthan - 302015, India (hereinafter referred to as "**EasyShiksha**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns legal representatives, executors, administrators of the **SECOND PARTY**, referred as **Service provider**

WHEREAS

A. Department of IT & Communication (DoIT&C), through RajCOMP Info Services Ltd. (RISL), in collaboration with District e-Mitra Societies (DeGS), is running e-Mitra project. e-Mitra project is an integrated IT enabled platform for delivery of various services and information to rural and urban masses under single roof by setting up of kiosks at various locations in all districts across Rajasthan with the objective of ushering in e-Governance in the State. e-Mitra Project is being implemented on a 3-tier model. The first level is that of DoIT&C/RISL. At the second level, there are Local Service Providers (LSPs) selected through open tendering process by RISL & at the third level are the kiosk holders selected by LSP with whom they have signed Agreement / MoU. RajCOMP Info Services Limited (RISL) is the executive agency under the e-Mitra project on behalf


R.K. Sharma
Additional Director



क्रमांक: 2487 दिनांक 09-12-2021
 मुद्रांक का क्र. 507
 क्रेता/दाता का नाम: डा. वा. प्रताप सिंह
 पिता/पति का नाम: श्री. प्रताप सिंह
 निवास का पता: 6-2-603, लोहा चौक, जयपुर
 वास्ते: राजपुर

रजि. जैन
 ल. स्टाफ विकेंत
 ला. नं. 45/2011-12
 ज. वि. प्र. पारसूर, जयपुर

राजस्थान राजपत्र अधिनियम 1998 के अन्तर्गत संख्या 101/2021 के अन्तर्गत अधिसूचना	
1. अर्जित अकाउंटिंग शुल्क का हवा छात्र 3-21 - 10% रुपये	50/-
2. एम. एम. उमका जे. के. के. और संज्ञा के छात्र 3-21 - 10% रुपये	100/-
कुल योग 150/-	
[Signature] [Name]	

of the Government of Rajasthan. District e-Governance Societies (DeGS) are Societies formed in all districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra in the respective districts. The DeGS is responsible for the day-to-day monitoring and management of the project at district level. The mechanism of service delivery consists of a Back Office and a Front Office. The Back Office contains infrastructure and application required to enable the system while Front Office hooks on to the back office and provide interface between citizen and government. Front Office management is carried out through Local Service Providers.

- B. **EasyShiksha** has developed a set of services including **Online Courses, Online Test Series and Career Helper services for students to buy the courses from EasyShiksha through eMitra and access in EasyShiksh.Com website and Mobile Applications. Once payment made from eMitra side service for the student will activate instantly and student can start learning.**
- C. **RISL & EasyShiksha** are desirous of joining hand for **Enroll students in EasyShiksha's Online Courses, Online Test Series and Career Helper Services** through e-Mitra website (www.emitra.rajasthan.gov.in, hereinafter referred to as e-Mitra Portal).
- D. The distribution of services given in Annexure-by Service providers (service list) services through www.emitra.rajasthan.gov.in shall be using the web services integration method of distribution. In this method, service provider would provide APIs to e-Mitra portal for them to connect with service provider backend for accessing services on service provider platform and also to perform other available processes.
- E. Both Parties have confirmed to join hands for providing **Enroll students in EasyShiksha's Online Courses, Online Test Series and Career Helper Services** through e-Mitra portal on following terms and conditions.

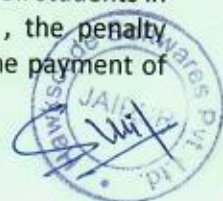
The term "**Party**" shall refer to RISL and EasyShiksha individually, while collectively they shall be referred to as the "**Parties**".

Now, it is hereby agreed by and between the Parties hereto as follows:

IN consideration of due observance & performance of all the terms and conditions mentioned in this Agreement, RISL and EasyShiksha agree to sign this Agreement on non-exclusive basis to provide as per Enroll students in EasyShiksha's Online Courses, Online Test Series and Career Helper Services conditions contained in various parts, annexures which are integral parts of the Agreement and are binding between the Parties.

1. **Non-Exclusivity:** EasyShiksha understand and agrees that Agreement is on "Non Exclusive Basis".
2. **Scope of services:** RISL shall provide EasyShiksha Enroll students in EasyShiksha's Online Courses, Online Test Series and Career Helper Services i.e. to customers. Transaction once successful on e-Mitra i.e. e-Mitra transaction id is generated will not be cancelled at any stage. Consumer will consider date of generation of e-Mitra transaction id as the date of availing the service . In case, any penalty is imposed on consumers for delay in deposition of fund associated with service provider wherein consumer has already deposited the fund on e-Mitra through EasyShiksha Enroll students in EasyShiksha's Online Courses, Online Test Series and Career Helper Services i.e. , the penalty amount or any losses to RISL will be payable / recoverable from EasyShiksha from the payment of


R.K. Sharma
Additional Director



the Services.

3. **Specifications of work, conduct, requirement, standards and operating procedures:** Service Provider hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in Agreement without any deviation and reservation of any kind, unless mutually agrees between the parties at any given time.

4. **Commencement of the Agreement:**

4.1 This Agreement shall become effective upon the date first hereinabove written ("Effective Date"). This Agreement shall be valid for a period of 3 (three) years from the signing of Agreement and may be extended on terms and conditions as mutually agreed by both Parties, 2 (two) months prior to the expiry of the Agreement.

4.2 In case, any future statutory provision warrants variation in the Agreement, in any material way, both Parties will in good faith use their best endeavor to agree to such terms and conditions as may be necessary. However, in case of no such Agreement can be reached, either Party shall have the right to withdraw from this Agreement.

4.3 The effect of withdrawal from the Agreement under clause 4.2 would be that the Agreement shall stand terminated with immediate effect.

5. **Extension:** The Agreement may be extended for year-to-year basis for a period of 2 (two) years with mutual consent of both the Parties.

6. **Exit Clause:** Either party may, by giving 60 days' notice in advance to the other party, exit from Agreement and the Agreement shall stand terminated on expiry of 60th day from receipt of such notice.

6.1 Cancellation or termination or expiry of Agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement

7. **General obligation of EasyShiksha:** RISL reserves the right to suspend the operation of this Agreement, at any time, due to change in its policy or upon directions from the competent government authorities. In such a situation, RISL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, suspension of the Agreement will not be a cause or ground of extension of the period of Agreement and suspension period will be taken as period spent.

8. **e-Mitra Service Charges and Payment Procedures:**

8.1 **RISL (e-Mitra) Services charges as below:**

As per contract e-Mitra will charge 100/- Rs as a service fee of each transaction

8.2 **Account Details**

RISL, for e-Mitra, will transfer the funds collected against this service to following service provider bank account within T+1 RISL working days, where T is the date of transaction.

Bank Name : Axis Bank LTD
Account No : 921020046532116
Branch Name : Tonk Road, Lalkothi
Beneficiary : HawksCode Softwares Pvt. Ltd
NeFT/IFSC Code : UTIB0001388




R.K. Sharma
Additional Director

8.3 Settlement Model: The amount collected at kiosks / online for services mentioned in this Agreement will be transferred by RISL, after retaining its service charges [Net amount transferred to **EasyShiksha** = Bill amount – (e-Mitra service charges + GST) + TDS], to service provider's bank account mentioned at clause 8.2 within every T+1 RISL working days, where T is the actual transaction date. TDS amount of the commission / service charges at applicable rate as per statutory provisions of Income Tax 1961 and rules made thereunder, wherever applicable on payments will also be transferred by RISL to **EasyShiksha** as part of TDS wherein **EasyShiksha** shall deposit TDS to concerned Government Department and submit 16A certificates at end of each quarter to RISL as compliance proof.

8.4 Invoice for commission charges: RISL will raise a single invoice on monthly basis to Service Provider mentioning details of the number of transactions during the period. If any shortcoming is found in raised invoices, **EasyShiksha** would communicate the same to RISL within 15 working days of receiving the invoice.

9. Trademarks/Logos

9.1 RISL acknowledges that any EasyShiksha trademarks, including but not limited to, "EasyShiksha_" or any other trademarks used or adopted by EasyShiksha in the conduct of its business are the sole property of EasyShiksha or an affiliate of EasyShiksha, and that, subject to the terms of this Agreement, only EasyShiksha or its parent company or any affiliated company has the right to use such trademarks. EasyShiksha acknowledges that any RISL trademarks are the sole property of RISL and that, subject to the terms of this Agreement, only RISL or its designated licensees have the right to use such trademarks.

9.2 Both Parties agree that all the trade marks, logos, trade names of Parties are the proprietary marks of respective Parties and neither Party shall have expressed or implied right on the Intellectual Property of the other Party.

9.3 Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, without any royalty, provided that the other Party has given its prior approval, in writing, to such inclusion.

10. Warranty: EasyShiksha hereby expressly warrants that the services as specified herein shall be efficiently provided by EasyShiksha with high quality standards as specified by RISL from time to time. The standards and specifications as set by the RISL shall be strictly adhered to by the EasyShiksha without any qualifications.

11. Default and Termination:

11.1 Either Party may terminate this Agreement for default in the event of a material breach of this Agreement by the other Party if such breach continues for a period of 60 (sixty) days after written notice of intention to terminate describing the default is given by the non-breaching Party.

11.2 Either Party may terminate this Agreement with immediate effect, if the other Party files for bankruptcy or enters into liquidation or becomes or is deemed to be insolvent or has a trustee or receiver appointed over all or some of its asset, or any similar event or proceeding occurs in any jurisdiction.

11.3 Either Party may terminate this Agreement upon 60 days written notice to the other Party with or without assigning any reason.

11.4 It is agreed that in the event, EasyShiksha is unable to get necessary permission / license/ Extension licenses of business/ Service, Approval etc from any statutory authorities , In such are situation RISL shall have the right to rescind this Agreement by giving reasonable notice.

11.5 Upon termination of this Agreement for any reason, EasyShiksha may immediately disconnect the Service Providers from the EasyShiksha processing centre(s) and no further transactions may be affected on or through the EasyShiksha system.


R.K. Sharma
Additional Director



11.6 In the event of termination of this Agreement, Sections and such clauses as by its very nature are meant to survive will survive termination indefinitely as necessary to effectuate their purpose.

11.7 On termination or surrender or expiry of this Agreement, any sums payable under this Agreement and which are unpaid on the date of termination shall forthwith become due and payable by Parties.

12. Indemnification:

12.1 Both Parties hereby undertakes to keep each other indemnified and harmless in all cases where any Party faces any penalty due to any breach by other Party. However, EasyShiksha will be party to the dispute raised by customer/ kiosk only with respect to the services delivered by EasyShiksha under this Agreement.

12.2 RISL shall not be liable to EasyShiksha or any other party consequent upon termination of the Agreement for any reason whatsoever for any claim for loss or profits or for any anticipated transactions from RISL or on account of any expenditure, investments, leases or any other commitments made EasyShiksha in connection with the Agreement made in reliance upon or by virtue of the EasyShiksha services under this Agreement.

12.3 RISL's acceptance of any bills from EasyShiksha after the termination / expiry of this Agreement shall not be construed as a renewal or extension of the Agreement nor as a waiver of termination.

12.4 EasyShiksha shall make all endeavours to ensure that no fraud of any kind, contractual, criminal or otherwise is committed in the matter of providing electricity bill deposition services and matters connected therewith. EasyShiksha shall be responsible for the costs and consequences thereof inter-alia outstanding dues, litigation, losses, damages or loss suffered / to be suffered by RISL etc.

13. Miscellaneous:

13.1 EasyShiksha shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted government authorities in India and shall obtain all licenses, restriction or other approval, if any required by laws in India.

13.2 In connection with the services to be rendered hereby EasyShiksha undertakes, affirms and agrees that EasyShiksha is fully authorized to enter into this Agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform this obligation here under according to the terms hereof.

14. General Provisions:

14.1 **Severability:** If any terms or provisions of the Agreement are or shall be illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of the deed shall remain legal, valid and enforceable in such jurisdiction and the parties shall endeavor to substitute forthwith such other legal, valid and enforceable provisions as will most closely correspond to the legal and economic intent of such illegal, invalid or unenforceable term or provision.


R.K. Sharma
Additional Director



- 14.2 **Waiver:** The failure of either Party to insist upon strict adherence to any material term or condition of this Agreement or to exercise any material right arising from this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other material term or condition of this Agreement or to exercise that material right or any other material right of this Agreement.
- 14.3 **No Joint Venture:** This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. EasyShiksha and RISL shall be independent contractors with each other for all purposes at all times and neither Party shall act as or hold itself out as agent signed by the principal, nor shall either Party create or attempt to create liabilities for the other Party.
- 14.4 **Language:** This Agreement has been made and signed in the English language. All documents, specifications, handbooks and correspondence shall be made in the English or Hindi language.
- 14.5 **Notices:** Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement, shall be given in writing and shall be delivered by hand or sent by registered mail to the address of the other Party first set forth above or to such other address as a Party may designate to the other by written notice. Notice shall be deemed effected on the date when delivered, in the case of delivered by hand, or on the date of delivery as evidenced by the signed return receipt, in the case of delivery by mail.

If to EasyShiksha:

Sunil Sharma, CEO
HawksCode Softwares Pvt. Ltd
603, 6th Floor, Kailash Tower, Lalkothi, Tonk Road, Jaipur - 302015
Email - sunil@easysiksha.com | +91-9672304111

If to RISL:

Officer-In-Charge (e-Mitra project)
New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005

- 14.6 **Publicity:** No press release or any publicity of any nature regarding this Agreement shall be made without the RISL written approval. EasyShiksha _will not publish, nor cause to be published, any advertising, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, goodwill or reputation of RISL / Government of Rajasthan. It is advisable that all advertising may be got approved by RISL prior to publication.
- 14.7 **Assignment:** Either Party may, on written notice to the other, assign any or all of its rights and obligations hereunder to: (i) its Affiliate, and (ii) a third- party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. Except as provided above in this Section 3, either Party may assign any or all of its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.


R.K. Sharma
Additional Director



14.8 **Entire Agreement:** This Agreement shall supersede any prior understanding, agreement, written or oral, between the parties hereto with respect to the subject matters hereof.

14.9 **Technology Risks:** The site/ app of EasyShiksha may require maintenance and during such time it may not be possible to process the service request. EasyShiksha will take reasonable care to inform RISL of such maintenance activity including non-availability of API service well in advance. EasyShiksha shall stop e-Mitra services at this end during maintenance activity to ensure that no e-Mitra transaction shall be successful during maintenance activity.

14.10 **Interpretation:** All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Further, reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement.

14.11 **HelpDesk :** EasyShiksha Shall give the Contact Number and eMail ID for Customers Technical Support.

15. **Force Majeure:** Both Party shall not be liable for failure or delay in performing their obligations under these Agreement if such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, pandemic, lockdown, terrorist or other attack, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the services.

16. **Dispute Resolution / Arbitration:** Any question, dispute or differences arising out of or in connection with this Agreement or breach, termination or validity hereof, shall be settled by Arbitration conducted in Rajasthan, Jaipur in accordance with the Arbitration & Conciliation Act 1996 any modifications or re-enactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this Agreement or as to the right or claim of either party under this Agreement shall be referred to Commissioner, IT&C, Government of Rajasthan. The language of arbitration shall be English or Hindi. Any Order / Directions / Awards of the Arbitration shall be final and binding on both the Parties. The Arbitrator shall pass a writing award.

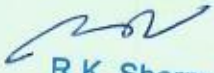

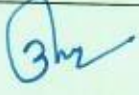
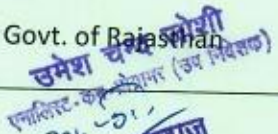
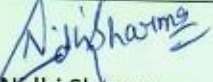
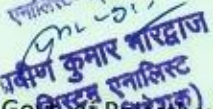
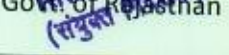
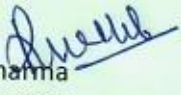
17. **Governing Law and Jurisdiction:** This Agreement shall be construed, interpreted and governed by the laws of India and, in case of any dispute, the Jaipur Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

18. **Set Off:** Any sum of money due and payable to the EasyShiksha under this Agreement or otherwise shall be appropriated by RISL and the same shall be set off against any claim by RISL for payment of sum of money arising out of this Agreement or other agreements(s) made by EasyShiksha or its affiliated with RISL.

The Agreement including the Annexure, constitute the entire Agreement of the Parties with respect to the matters herein contained and all its terms and conditiona are binding between the Parties and superceded all prios agreements and understabnding between the Parties whether written or oral, The Agreement shallbe signed by the authorised representatives of both Parties. In witness whereof, the Parties have causes this Agreement to be executed and delivered by the duly authorised officers:


R.K. Sharma
Additional Director



Signed By:	Signed By:
 R.K. Sharma Additional Director Department of IT&C, Govt. of Rajasthan	 Sunil Sharma CEO HawksCode Softwares Pvt. Ltd (EasyShiksha)
In the presence of:	In the presence of:
 Department of IT&C, Govt. of Rajasthan 	 Nidhi Sharma COO HawksCode Softwares Pvt. Ltd (EasyShiksha)
 Department of IT&C, Govt. of Rajasthan 	 Prashant Sharma Project Manager HawksCode Softwares Pvt. Ltd (EasyShiksha)

Annexure A: General Terms & Conditions

1. RISL reserves the right to change the terms of trade from time to time with notice period of 30 days.
2. RISL reserves the right to withhold or delay the amount to be transferred to EasyShiksha in case of pending disputes in matters such as bill not deposited or cancellations wherein the amount withheld by RISL may not be more than disputed amount plus penalties (if any). For the sake of clarity, penalties in the above clause shall mean late fee that is charged to the customer on the disputed bill.
3. RISL's decision will be final on all matters relating to the business and will be binding on EasyShiksha.
4. EasyShiksha shall comply with all applicable laws, bye Laws rules, regulations, orders and directions notifications etc. of the Govt./Court/Tribunals and shall also comply with all directions issued by RISL and provide RISL with all information and cooperation that RISL may reasonably require from time to time.
5. EasyShiksha has to fully cooperate with RISL to investigate any complaint from the public, e-Mitra kiosks or RISL's team.
6. EasyShiksha shall fully indemnify, defend & hold RISL harmless from and against all claims, liability, losses or damages recoveries, proceedings, actions, judgements costs, charges & expenses which may be made or brought or commences against RISL or which RISL may or may have to bear, pay or suffer directly or indirectly in connection with any breach EasyShiksha agreement by EasyShiksha.
7. RISL shall not be liable for any act of commission or omission of any third party.
8. EasyShiksha shall pay all dues & outstanding to RISL during the currency of assessment or on termination of the Agreement as the case may, even if any dispute is pending between the EasyShiksha & RISL.
9. Agreement has to be made on non-judicial stamp paper of Rs 500/- of Rajasthan state and copy of the agreement will be kept with either of the party will serve as good as original agreement in case of any dispute.
10. EasyShiksha will have to abide by the policy rules, regulations & instructions of RISL and other government bodies as revised / modified from time to time.
11. If any dispute received from customer regarding these services, it may be dealt by EasyShiksha.

