

[Please print the agreement on a stamp paper of appropriate value]

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of the **21st August 2024** ("Effective Date"),

BY AND BETWEEN

Parasme Software and Technology (GST number: _____) a digital marketing agency, represented by _____ having its registered office at _____ represented by its _____ (hereafter referred to as "**Service Provider**" or "**First Party**")

AND;

Learnfluence Education Private Limited, [CIN: U80902KL2021PTC067702] a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at, **Adv Eswara Iyer Road, Pullepady, Kochi, Kerala 682035** represented by its director **Mr. Orwel Lionel** (hereinafter referred to as the “**Client**” or “**Second Party**”)

The “**Service Provider**” and “**Client**” shall be individually referred to as “**Party**” and collectively referred to as the “**Parties**,” on the terms and conditions of offering website maintenance and new feature development services.

DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

1. “**Agreement**” means this Service Agreement, including all Schedules, Appendices, and Exhibits attached hereto, as may be amended from time to time.
2. “**Service Provider**” or “**First Party**” means Parasme Software and Technology, a digital marketing agency responsible for delivering the Services under this Agreement.
3. “**Client**” or “**Second Party**” means Learnfluence Education Private Limited, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Adv Eswara Iyer Road, Pullepady, Kochi, Kerala 682035.
4. “**Confidential Information**” means any information, whether communicated in written, oral, visual, electronic, or any other form, disclosed by one Party to the other Party in connection with this Agreement, which is marked or otherwise identified as confidential, or which by its nature should be reasonably understood by the receiving Party to be confidential.
5. “**Deliverables**” means all designs, concepts, prototypes, documents, code, and any other materials or work products developed or created by the Service Provider in the course of providing the Services under this Agreement.

6. **"Effective Date"** means the date on which this Agreement is signed by both Parties, making it legally binding.
7. **"Fees"** means the payments to be made by the Client to the Service Provider for the Services provided, as detailed in Schedule II of this Agreement.
8. **"Force Majeure"** means any event or circumstance beyond the reasonable control of either Party, including, without limitation, acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental regulations, or interruptions in utilities or internet services, which prevents either Party from performing its obligations under this Agreement.
9. **"Intellectual Property Rights"** means all present and future intellectual property rights, including but not limited to patents, trademarks, service marks, copyrights, moral rights, rights in designs, database rights, trade secrets, know-how, and any other rights of a similar nature, whether registered or unregistered, and all rights to apply for the same.
10. **"Party"** or **"Parties"** means either the Client or the Service Provider, or both, as the context may require.
11. **"Pre-existing IP"** means any intellectual property, including software, tools, frameworks, templates, methodologies, processes, or any other pre-existing content that is owned or licensed by the Service Provider prior to the commencement of this Agreement.
12. **"Services"** means the website maintenance, new feature development, and digital marketing services to be provided by the Service Provider to the Client as detailed in Schedule I of this Agreement.
13. **"Third-Party IP"** means any intellectual property or software that is owned by third parties and licensed to the Service Provider for use in connection with the Services provided under this Agreement.
14. **"Work Product"** means all deliverables, documents, designs, software, and any other outputs resulting from the Services provided by the Service Provider under this Agreement.

WHEREAS,

1. The "**Service Provider**" or "**First Party**," **Parasme Software and Technology**, has a proven record in web technologies and digital marketing. The Service Provider specializes in developing web and mobile applications, from small-scale solutions to global platforms, and has expertise in single-tier to n-tier networking environments and advanced graphical interfaces.
2. The "**Client**" or "**Second Party**," **Learnfluence Education Private Limited**, is a Client providing educational services that relies on an efficient website for marketing, customer engagement, and service delivery. The Client requires regular maintenance and updates to ensure the website remains functional, secure, and technologically up-to-date.
3. The "**Service Provider**" or "**First Party**" has agreed to provide such services provided in **Schedule I** under the scope of services provided in **Schedule II** to the "**Client**" or "**Second Party**" on the terms and conditions set forth in this Agreement;
4. Both Parties acknowledge the importance of a strong online presence for the Client and agree that the Service Provider's expertise is crucial for achieving the desired results. The Client has engaged the Service Provider for website maintenance, new feature development, and digital marketing as detailed in this Agreement.
5. The Parties aim to collaborate to keep the Client's website updated, functional, and optimized for user experience and search engine visibility, thereby enhancing the Client's digital footprint and attracting a broader audience.
6. This Agreement shall commence on **2nd September, 2024**, and shall remain in effect until the completion of the services as per the project's timeline, unless terminated earlier by either Party in accordance with the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREES AS FOLLOWS:

1. TENURE

The initial tenure of this Agreement will be for 1 (one) month, with a duration of 9 to 12 days from the start date of 2nd September, 2024.

2. FEE & PAYMENT TERMS

2.1 Subject to any special terms agreed in writing by the parties, the Client shall pay the consultancy fees and charges from time to time for the provision of the Services as set out in the **Schedule III** (the "Fees").

2.2 Payments for the services rendered under this agreement shall be made on a monthly basis. Each payment will include the applicable Goods and Services Tax (GST) as per the prevailing rates.

2.3 All payments shall be made via the payment method provided in **SCHEDULE IV**, and the Service Provider shall provide all necessary payment details to facilitate this process.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on 2nd September, 2024, and shall remain in effect until the completion of the services as per the project's timeline, unless terminated earlier by either Party in accordance with the terms of this Agreement.

3.2 Either Party may terminate this Agreement at any time by providing 10 days' written notice to the other Party.

3.3 Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within 7 days after receiving notice of the breach.

4. DUTIES AND OBLIGATIONS

4.1 The Client shall diligently provide his Services and shall execute all the assignments and projects on timely manner with the highest professional standards and ethical business practices.

4.2 Client shall obtain and maintain such licenses, permissions and memberships required for him to perform the Services as mentioned in this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 Performance of Services: The Service Provider warrants that the Services will be performed in a professional and workmanlike manner, in accordance with industry standards and the terms of this Agreement.

5.2 Client's Materials: The Client warrants that it has all necessary rights to all materials provided to the Service Provider and that the use of such materials will not infringe on any third-Party rights.

5.3 Compliance: The Service Provider warrants that the Deliverables will comply with all applicable laws, regulations, and standards.

5.4 No Other Warranties: Except as expressly provided in this Agreement, the Service Provider makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

6. LIMITATION OF LIABILITY

6.1 Exclusion of Consequential Damages: Neither Party shall be liable for any consequential, incidental, indirect, punitive, or special damages, including but not limited to loss of profits, business interruption, or data loss, arising out of or related to this Agreement, even if advised of the possibility of such damages.

6.2 Limitation of Liability: The total liability of either Party for any claims, losses, or damages arising out of or related to this Agreement shall not exceed the total amount paid by the Client to the Service Provider under this Agreement for the specific services giving rise to the claim.

6.3 Risk Allocation: The Parties agree that these limitations reflect a fair allocation of risk, which is factored into the fees under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Deliverables:

Upon full payment for the Services, the Client shall have full, sole, absolute, and exclusive ownership of all intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, and any other proprietary rights in the deliverables created or generated by the Service Provider under this Agreement (the "Deliverables"). This includes all designs, concepts, prototypes, documents, and any other materials or work products developed during the course of the project.

7.2 Pre-existing Intellectual Property:

The Client acknowledges that the Service Provider may utilize pre-existing intellectual property, including but not limited to software, tools, frameworks, templates, methodologies, processes, or any other pre-existing content ("Pre-existing IP") that are owned or licensed by the Solution Provider. The Service Provider retains all rights, title, and interest in such Pre-existing IP. To the extent that any Pre-existing IP is incorporated into the Deliverables, the Service Provider hereby grants the Client a perpetual, non-exclusive, royalty-free, worldwide license to use, modify, and distribute such Pre-existing IP solely as part of the Deliverables.

7.3 Third-Party Intellectual Property:

If the Service Provider uses or incorporates any third-Party intellectual property or software that is subject to a license or other usage rights ("Third-Party IP"), the Service Provider shall ensure that it has the necessary rights to use such Third-Party IP in connection with the Services. The Client shall receive a sublicense or the necessary rights to use such Third-Party IP to the extent required to fully utilize the Deliverables as intended under this Agreement. The Client acknowledges and agrees that such Third-Party IP may be subject to additional terms and conditions as specified by the third-Party licensors.

7.4 Moral Rights:

To the extent permitted by applicable law, the Service Provider hereby waives any moral rights, including the right to attribution or the right to object to derogatory treatment, in the Deliverables. The Service Provider agrees not to assert any moral rights against the Client or its successors, licensees, or assigns.

7.5 The provisions of this clause shall survive the termination or expiration of this Agreement.

8. CONFIDENTIALITY

Both parties agree to maintain the strict confidentiality of all information exchanged between them in the course of this Agreement, whether such information is communicated in written, oral, visual, electronic, or any other form (collectively, "Confidential Information"). Confidential Information includes, but is not limited to, business plans, strategies, financial information, customer data, proprietary tools, processes, trade secrets, designs, technical specifications, and any other information that is expressly marked or otherwise identified as confidential at the time of disclosure.

9. FORCE MAJEURE

Neither of us shall be liable to the other for failure or delay in the performance of any of its obligations under this Engagement for the time and to the extent such failure or delay is caused by force majeure or reasons beyond the reasonable control of either of us. This will not however apply to the obligation to make accrued payments.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflict of law principles. The Parties agree that any disputes, claims, or controversies arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Ernakulam, Kerala, India. Each

Party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

11. ARBITRATION

11.1 Any dispute, claim, or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this arbitration clause, that cannot be resolved through good-faith negotiations within **10 days**, shall be settled by binding arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by the Parties. If the Parties cannot agree on the appointment of an arbitrator, the arbitrator shall be appointed in accordance with the rules of the Indian Council of Arbitration.

11.2 The seat and venue of the arbitration shall be Ernakulam, Kerala, and the proceedings shall be conducted in English. The arbitrator's decision shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. The costs of arbitration shall be borne as determined by the arbitrator.

12. NON-SOLICIT

The client agrees not to solicit any of the employees of the Service Provider to directly engage in business relations or in any form of professional relations. Neither should the client request, induce or attempt to influence any employee to curtail or cancel any relationship with the Service Provider.

13. INDEMNIFICATION

13.1 Indemnity by the Solution Provider: The Service Provider agrees to indemnify, defend, and hold harmless the Client, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to any breach of this Agreement by the Solution Provider, including any infringement of third-Party intellectual property rights.

13.2 Indemnity by the Client: The Client agrees to indemnify, defend, and hold harmless the Solution Provider, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to any breach of this Agreement by the Client, including the use of any materials provided to the Solution Provider.

14. ENTIRE AGREEMENT

This Letter, together with the Annexures together constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior communications. In confirmation of the above, please sign and return a copy of this letter to us. We look forward to a long and mutually beneficial relationship.

15. ASSIGNMENT

15.1 Assignment by Either Party: Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

15.2 Assignment for Purposes of Merger or Acquisition: Notwithstanding the foregoing, either Party may assign or transfer its rights and obligations under this Agreement without the consent of the other Party in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee or transferee agrees to be bound by the terms of this Agreement.

16. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the parties.'

17. NOTICES

All notices under this Agreement shall be in writing and delivered to the addresses set forth above by registered mail, courier, or email. Notices sent by email shall be deemed effective upon confirmation of receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN PERSON OR BY THEIR REPRESENTATIVES AS OF THE DATE AND PLACE FIRST ABOVE WRITTEN:

For **Parasme Software and Technology**

_____ (Signature)

Name:

Designation:

For **Learnfluence Education Private Limited**

_____ Signature)

Name: Mr. Orwel Lionel

Designation: Director

SCHEDULE I – SERVICES AND DELIVERABLES

SLNO	SERVICES	DELIVERABLES (Current Issues)	ETA (Days)
1	DM & SEO Services	Duplicate URLs updated in site map	5 Days
		robots.txt file to be updated	
		Breadcrumb tags to be added in all pages	
		Organization schema implementation for homepage	
		HTML content repeated multiple times in source	
		Course info schema to be added for course pages	
		Course list schema to be added for course pages	
		Article Schema for blog pages	
		Breadcrumb schema for all blog pages	
		FAQ schema for all blog pages	
		Bulk publishing in CMS for blog/articles (for swift redirections process)	
		301 redirections	
		Canonical tag to be added for all pages	
		Learning video schema	
		CWV/Page speed issues	
		Integrating Bing webmaster	
		Page indexing issues to be fixed	
		h1 h2 same size for blogs	
		Table content is center aligned by default - issue	
		view-source: https://study.lakshyacommerce.com/	
		Add sitemap link in footer	
		GSC not tracking data accurately	

		Related blogs from image links to text links	
		Related Blogs side navigation to be implemented	
		Breadcrumb links for blog to be corrected	
		Remove author name, publish date, tag- keep last updated on date.	
		Add blog link in footer and main header nav.	
		Same blogs repeating after publishing new blogs	
		Content edit panel view small in CMS	
		CMS option to edit header and footer links	
		New blog URLs not getting auto updated in sitemap	
		CMS option to index/no index page	
		Live link in CMS dashboard for blogs & pages	
		Image alt desc for images in CMS	
		Video in pages - upload option	
		New folder /academics/ for commerce concept study material pages	
		Listed /bulleted pointers issue	
		Blogs linked to text "Read more"-impacting SEO ranking	
		Sort blogs by category	
		Search bar for blogs/related blogs	
		Seperate sitemap.xml to be updated for each category	
		Auto City, State and Pin Code Capture	
		Country Code on form	
		Lead misses in the backend	
2	IT Related Services	Home page: Header and Footer Section edit option in admin panel (as Common Section)	3 Days
		Missing Filed: Interested in date is not fetched in CRM when a candidate submits the form.	

		Interactive Elements/Animation: Addition of interactive elements	
		Result page: highlight top performers or notable achievements to make the page more engaging.	
		Gallery: Improve gallery page	
		Custom link option in careers job apply: Option in admin panel to manually give custom link to apply candidate form	

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SCHEDULE II – SCOPE OF SERVICES

Slno	Manpower/Resources	Tasks and Workflow
1	Figma Designer	Resources Required: As per project tasks.
		Task Assignment: Task-specific resources will work based on the assigned tasks.
2	Frontend Developer (React/Next.js)	Task Assignment: You will assign tasks via Excel sheets or create task tickets in Jira.
		ETA & Manpower: My team will provide ETA and manpower for each task.
3	Backend Developer (Node.js)	Features & Bug Fixes: We will implement new features and fix bugs as per the tasks assigned.
4	SEO Developer	Current Progress: KT with the old team completed; assets received via email.
		Project Setup: Frontend & backend are set up and running without issues on the local machine.
5	Tester	Project Understanding: We have reviewed the admin module, subscription module, database structure, and code structure.
	Next Steps Required	
1	KT Session	A KT session is needed with Pardeep sir for the lead third-party tool used in the website. A live demonstration in the portal will help us understand the work process.
2	Task Setup	Please create an Excel sheet or Jira setup for task management, where tasks can be described and we can provide ETA and manpower accordingly.

SCHEDULE III – PAYMENT TERM & TIMELINE

Sln.	Payment Term	Cost	Resource Availability	Additional Hours Cost	Duration
1	First 3 Months	₹50,000/month + GST	80 hours per month	₹625 per additional hour	First 3 Months
2	Post 3 Months	₹30,000/month + GST	40 hours per month	₹625 per additional hour	After the initial 3 months



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SCHEDULE IV – PAYMENT METHOD

Sno	Section	Description
1	Bank Name	PNB Bank
2	Branch Name	Jaipur Branch
3	Address	45 A, Niwaru Rd, Rajendra Nagar, Ganesh Vihar Extension, Jhotwara, Jaipur, Rajasthan 302012
4	Account Name	Parasme Software and Technology
5	Account Number	7747002100000750
6	IFSC Code	PUNB0774700
7	Account Type	
8	Authorized Signatories	

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