



महाराष्ट्र MAHARASHTRA

● 2023 ●

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On Stamp paper

Service Agreement

प्रधान मुद्रांक कार्यालय, मुंबई<sup>१</sup>  
प.मु.वि.क. ८००००९

27 FEB 2024

सक्षम अधिकारी

श्रामती लता सांगले

This agreement is made at STEM Learning pvt Ltd Mumbai Lower Parel on this 15<sup>th</sup> day of July 2024 BETWEEN

**Schindler India Private Limited (Company)**, a company incorporated under the Company Act, 1956 having its registered office at **Schindler House, Hiranandani Gardens, Powai, Mumbai – 400 076** hereinafter referred to as “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part

AND

\_\_\_\_ STEM Learning pvt Ltd \_\_\_\_\_, a company registered under the provisions of the Companies Act, 1956, having its registered office at Marathon icon 1205 opp GK marg lower parel Mumbai 400013 hereinafter referred to as “**Service Provider**” expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Company and Service Provider are individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS

(i) "Company" is carrying on business of manufacture, supply, installation, commissioning, maintenance of elevators, escalators and moving walks in India and overseas and is desirous to avail \_\_\_\_\_ services and

(ii) Service Provider is in the business of providing educational service provider and has represented to have the expertise in the required scope of service.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, email communications, representations, prior discussions, preliminary agreements, and the default terms of any Company purchase order issued for Work. The terms of the Agreement shall apply to all Work Orders and Statements of Work between the parties. Any representations, warranties, promises or conditions not expressly contained herein or in a written work order or statement of work signed by both parties, shall not be binding upon the parties. This Agreement does not constitute an offer by Company, and it shall not be effective until signed by both parties.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration, the acceptability and sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained.

## **1. SCOPE OF WORK**

The scope of work is mentioned in detailed in the Statement of Work annexed below as **Annexure A ("Services")**.

## **2. PAYMENT TERMS**

The payment terms are mentioned in detailed in the Payment Terms annexed below as **Annexure B ("Payment Terms")**.

## **3. TERM**

This Agreement shall be valid for one year and shall commence from 15<sup>th</sup> July 2024 of 14<sup>th</sup> July 2025 (Starting date of agreement) and unless earlier terminated as hereinafter provided, shall continue to be in force from the said date till 14<sup>th</sup> July 2025 (ending date). The period of the Agreement may be extended for a further period on such terms and conditions as may be mutually agreed upon between the parties and recorded in writing.

## **4. REPRESENTATIONS & WARRANTIES**

Service Provider represents and warrants to Company as follows:

- i. Service Provider has full right and power to enter into and perform according to the terms of this Agreement, and that such performance shall not violate any agreement or other obligations between Service Provider and any third party.
- ii. Service Provider represents and warrants that it has the necessary expertise, qualifications, and resources to perform the scope of services.
- iii. Service Provider shall assume responsibility of compliance of all applicable provisions including but not limiting, Labour Laws for its employees, and also hold the Company harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's performance of Services and / or any act of omission of the Service Provider hereunder.
- iv. Service Provider represents that it shall not sub-contract / delegate any scope of its activities under this service agreement.
- v. Service Provider represents that it has all necessary permissions / applicable licenses by statutory bodies / expertise to perform the services under the scope of the agreement.
- vi. The Service Provider shall ensure the sole responsibility of the persons, employees, workers, and other individuals engaged by the Service Provider in rendering the Services under this Agreement.

## **5. INDEMNITY & LIMITATION OF LIABILITY**

- i. The Service Provider shall, indemnify, defend and hold harmless the Company and its officers, directors, employees, representatives, agents, respective directors, and assigns from and against any liability, damages, claims, costs (including legal and professional advisor's fees) or any other loss that may occur, arising from or relating to;
  - a. A breach by the Service Provider of any of the terms, conditions, covenants, representations, undertakings, obligations, or warranties under this Agreement;
  - b. Loss, disappearance, or damage to property;
  - c. the acts, errors, representations, misrepresentations, wilful misconduct or negligence of the Service Provider, its employees, subcontractors, and agents in performance of its obligations under this Agreement; or
  - d. any infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third-party intellectual property rights.
- ii. Notwithstanding anything contained herein or elsewhere, Company shall under no circumstances be liable for any lost profits, loss of business, loss of goodwill, loss of

savings, or any incidental, indirect, punitive, special, or consequential damages, arising out of or in relation to this Agreement.

## **6. SECURITY & CONFIDENTIALITY**

- i. Service Provider agrees that it will not disclose any Confidential Information which is otherwise not available publicly / through public domain received from the Company to any third parties under any circumstances without the prior written consent of the Company unless such disclosure of Confidential Information is required by law, legal process, or any order of any government authority. Service Provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Company's and the Company's per-se, even when the disclosure is required under the law. In such event, the Service Provider must notify Company within twenty-four (24) hours that such disclosure has been made in accordance with law, legal process, or order of a government authority.
- ii. Service Provider, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same. Service Provider may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further Service Provider shall ensure that each personnel representing the Service Provider agree to be bound by the terms of this Agreement.
- iii. Any document received from the Company shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Service Provider's performance under the Agreement.
- iv. Service Provider shall not use Company's name or marks in any form of publicity or publicly disclose information relating to its Services without Company's prior written consent.
- v. Service Provider agrees to indemnify and hereby keeps the Company indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Company may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors.

## **7. DATA PROTECTION LAWS**

- i. Service Provider shall strictly adhere to all applicable Data Protection law and rules / guidelines as may be issued by the appropriate authorities including rules and any amendments thereto. Service Provider shall inform any data breach within three (3) days from the date the said breach comes to its knowledge. In the event of any need to transfer the data to third parties, Service Provider shall inform Company at least fifteen (15) days prior to such transfer.

WHEREAS

(i) "Company" is carrying on business of manufacture, supply, installation, commissioning, maintenance of elevators, escalators and moving walks in India and overseas and is desirous to avail \_\_\_\_\_ services and

(ii) Service Provider is in the business of providing educational service provider and has represented to have the expertise in the required scope of service.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, email communications, representations, prior discussions, preliminary agreements, and the default terms of any Company purchase order issued for Work. The terms of the Agreement shall apply to all Work Orders and Statements of Work between the parties. Any representations, warranties, promises or conditions not expressly contained herein or in a written work order or statement of work signed by both parties, shall not be binding upon the parties. This Agreement does not constitute an offer by Company, and it shall not be effective until signed by both parties.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration, the acceptability and sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained.

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The scope of work is mentioned in detailed in the Statement of Work annexed below as Annexure A ("Services").

#### **2. PAYMENT TERMS**

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#### **3. TERM**

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#### **4. REPRESENTATIONS & WARRANTIES**

Service Provider represents and warrants to Company as follows:



- i. Service Provider has full right and power to enter into and perform according to the terms of this Agreement, and that such performance shall not violate any agreement or other obligations between Service Provider and any third party.
- ii. Service Provider represents and warrants that it has the necessary expertise, qualifications, and resources to perform the scope of services.
- iii. Service Provider shall assume responsibility of compliance of all applicable provisions including but not limiting, Labour Laws for its employees, and also hold the Company harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's performance of Services and / or any act of omission of the Service Provider hereunder.
- iv. Service Provider represents that it shall not sub-contract / delegate any scope of its activities under this service agreement.
- v. Service Provider represents that it has all necessary permissions / applicable licenses by statutory bodies / expertise to perform the services under the scope of the agreement.
- vi. The Service Provider shall ensure the sole responsibility of the persons, employees, workers, and other individuals engaged by the Service Provider in rendering the Services under this Agreement.

## 5. INDEMNITY & LIMITATION OF LIABILITY

- i. The Service Provider shall, indemnify, defend and hold harmless the Company and its officers, directors, employees, representatives, agents, respective directors, and assigns from and against any liability, damages, claims, costs (including legal and professional advisor's fees) or any other loss that may occur, arising from or relating to;
  - a. A breach by the Service Provider of any of the terms, conditions, covenants, representations, undertakings, obligations, or warranties under this Agreement;
  - b. Loss, disappearance, or damage to property;
  - c. the acts, errors, representations, misrepresentations, wilful misconduct or negligence of the Service Provider, its employees, subcontractors, and agents in performance of its obligations under this Agreement; or
  - d. any infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third-party intellectual property rights.
- ii. Notwithstanding anything contained herein or elsewhere, Company shall under no circumstances be liable for any lost profits, loss of business, loss of goodwill, loss of



savings, or any incidental, indirect, punitive, special, or consequential damages, arising out of or in relation to this Agreement.

## **6. SECURITY & CONFIDENTIALITY**

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- ii. Service Provider, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same. Service Provider may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further Service Provider shall ensure that each personnel representing the Service Provider agree to be bound by the terms of this Agreement.
- iii. Any document received from the Company shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Service Provider's performance under the Agreement.
- iv. Service Provider shall not use Company's name or marks in any form of publicity or publicly disclose information relating to its Services without Company's prior written consent.
- v. Service Provider agrees to indemnify and hereby keeps the Company indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Company may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors.

## **7. DATA PROTECTION LAWS**

- i. Service Provider shall strictly adhere to all applicable Data Protection law and rules / guidelines as may be issued by the appropriate authorities including rules and any amendments thereto. Service Provider shall inform any data breach within three (3) days from the date the said breach comes to its knowledge. In the event of any need to transfer the data to third parties, Service Provider shall inform Company at least fifteen (15) days prior to such transfer.



- ii. Company shall have right to terminate this agreement without any prior notice in the event of any violation of the data protection act / rules and Service Provider shall compensate Company any loss / damage suffered by Company in regard to any data breach of confidentiality due to negligence / fault of the service provider.
- iii. Service Provider agrees, wherever applicable it,
  - a. shall process the Personal Data solely on behalf and for the purpose of Company and in compliance with this Agreement and in accordance with its instructions.
  - b. has implemented appropriate technical and organizational measures to prevent unauthorized processing, including accidental loss or destruction of, or damage to Personal Data;
  - c. will not export Personal Data without Company's prior consent;
  - d. will not subcontract or otherwise delegate the processing of Personal Data to a third party (Sub-Processor) without Company's prior written consent and only by way of a written agreement with the Sub-Processor as are imposed on the Contractor under this clause and the present Agreement;
  - e. Will assist Company and other companies of the Schindler Group, to which Company is providing services as a data processor in complying with applicable data protection laws;
  - f. Promptly notifying Company of requests from data subjects or public authorities concerning Personal Data and of any accidental or unauthorized access to or loss or destruction of or damage to Personal Data;
  - g. Supporting Company in responding to such requests and data breaches in accordance with applicable laws;
  - h. Returning or destroying any Personal Data upon termination of this Agreement as per Schindler's request;
  - i. Otherwise assisting Company in complying and reviewing Contractor's compliance with this clause and with applicable data protection laws and by correcting any findings;
  - j. Entering into any data protection agreements or amending this clause upon request by Company if and to extent necessary in the reasonable opinion of Company for compliance with applicable Data Protection laws.

## **8. INTELLECTUAL PROPERTY**

All documents, reports, and data produced or obtained by the Service Provider are Company's exclusive property. The Service Provider acknowledges no rights to the Intellectual Property and agrees not to: Infringe on Company's Intellectual Property rights, Take actions that may diminish or jeopardize Company's Intellectual Property, Use trademarks resembling Company's, causing confusion, Infringe on third-party intellectual property rights during service provision, Utilize Company's Intellectual Property in other projects, The Service Provider and its representatives are under strict confidentiality obligations, ensuring all information received remains confidential and is not disclosed to unauthorized parties.

## **9. RELATIONSHIP BETWEEN THE PARTIES**



- i. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Company. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Company. None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Company.
- ii. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of Service Provider shall claim to be employee of the Company. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- iii. For redressal of complaints of sexual harassment at workplace, Service Provider agree to comply with the policy framed by the Company in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto. In addition, the Service Provider shall strive to get the same enforced through its own policy in line with applicable laws.

## 10. TERMINATION

- i. The Company, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, by giving a written notice of thirty (30) days, if Service Provider, at any time fails to deliver any or all of the deliverables within the period(s) specified in this Agreement. However, in case of any non-compliances to the provisions of the Code of Conduct / Safety / ESG (Environment / Social / Governance) parameters / policies, the Company shall have the right to immediate termination of the Service Provider.
- ii. The Company shall be entitled to forthwith terminate this Agreement by a notice in writing upon the occurrence of the following events:
  - a. Insolvency of Service Provider: or
  - b. Service Provider ceasing to function as a concern: or
  - c. Service Provider being declared bankrupt by the competent court of law or
  - d. Any change in the ownership or control of Service Provider: or
  - e. Any breach by Service Provider of any obligations under this Agreement including Responsible Sourcing Policy: or
  - f. If the appointment or continuance of Service Provider under this Agreement is likely to result in loss of goodwill or reputation of Company or any of its directors or officers: or
  - g. Failure to confirm to, or breach of any applicable law by Service Provider: or



- h. Any act or omission by Service Provider or any employee of Service Provider which in the reasonable opinion of Company, has the effect of causing any adverse effect to the goodwill or reputation of Company.
- iii. Upon termination or expiry of this Agreement Service Provider shall immediately return to the Company all technical documentation, information, or materials provided by the Company. The Service Provider shall not destroy any such documents or information without the prior written approval of the Company.

## 11. RESPONSIBLE SOURCING POLICY

The Responsible Sourcing policy of the Company (**Annexure C**) shall form an integral part of this agreement and the Service provider knows about Company responsible sourcing policy and agrees to adhere with the policy.

## 12. RECORDS & AUDIT

- i. During the term of this Agreement, Service Provider agrees to keep all usual and proper records and books of account and all usual and proper entries relating to its costs and expenses, and quality and performance reports in providing the Work. Also, during the above referenced period, Company shall have the right to cause an audit and/or inspection to be made of the applicable Service Provider records and facilities in order to verify statements issued by Service Provider and Service Provider's compliance with the terms of this Agreement.
- ii. Service Provider shall maintain records and accounts of all:
  - a. Expenses;
  - b. Transactions – financial or otherwise and / or correspondence entered into by and between the Company and Service Provider and submit such reports to the Company periodically as specified by the Company; and
  - c. Details of progress reports; and
  - d. Such other records and reports as may be specified by the Company from time to time. Service Provider shall diligently and faithfully submit such reports to the Company in such format as prescribed by it on regular basis as specified by the Company.
  - e. All records and reports shall be considered as confidential information of the Company and shall be used solely for the purposes of this Agreement.

## 13. BUSINESS CONTINUITY

Service Provider shall at a minimum implement and maintain business continuity, disaster recovery, and backup capabilities and facilities to provide a comprehensive and structured response capability that caters for planned and unplanned interruptions events. In the circumstances that Service Provider experiences a disruption (interruption event) in Service Provider's ability to provide the Work, or Service Provider's Facilities are incapacitated for any reason, Service Provider shall immediately notify Company and



implement Service Provider's appropriate Business Continuity Plan (BCP) for the applicable Scope of Work.

#### **14. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement, shall be settled amicably within thirty (30) days of bring it to the notice of the other party of the arise of dispute.

If the parties are not able to solve them amicably within thirty (30) days, and the dispute shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. The arbitration shall be settled in accordance with the applicable Indian Laws. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

#### **15. FORCE MAJEURE**

Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities, pandemic or other events beyond the reasonable control of non-performing Party shall not be deemed as default and shall be considered as Force Majeure situation. If Force Majeure situation arises, the non-performing party shall promptly notify within (seven) 7 days to the other party in writing of such conditions and the cause(s) thereof along with mitigation measures taken for the same. If the Force Majeure situation continues beyond thirty (30) days, both parties shall meet to discuss the way forward including exercising option to terminate the Agreement by giving fifteen (15) days written notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure limited to the scope of work effected by it.

#### **16. NOTICES**

Any notice required to be given by either party to the other under this Agreement shall be deemed to be only given if hand delivered or sent by Registered Post (A/d) to the other party at the following address unless either of them has to the other notified a change of address;

- a. In case of the Company: **Schindler India Pvt Ltd**  
Schindler House, Main Street,  
Hiranandani Gardens, Powai



Mumbai - 400076

**b. In case of Service provide:**

IN WITNESS WHEREOF the Company and the Service provider hereinabove named have hereto set their respective hands and signed this Agreement for Service at Mumbai in presence of the attesting witnesses signing as such on the day first above written.

SIGNED AND DELIVERED by

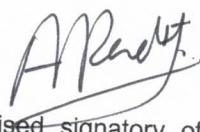
Schindler India Private Limited

Through it's duly Constituted Attorney

Ms. Jyoti Abrol – Sr. Vice President, Human Resources (Authorised signatory of the Company)

SIGNED AND DELIVERED by

Mr. .....  
(provider)

  
Arpita Singh  
(Authorised signatory of the Service)  
  
SCHINDLER INDIA PRIVATE LIMITED  
MUMBAI

Witness Name: Arpita Singh

Witness name:

**Annexure -A**  
**SCOPE OF WORK**

**Annexure - B**  
**PAYMENT TERMS**

- **50% Advance 50% after installation of project**

**Annexure - C**  
**RESPONSIBLE SOURCING POLICY**