

Service Level Agreement (SLA)**for****[Sir Padampat Singhanian University]****by****[Unipro Education Pvt. Ltd.]****Effective Date:** [08/03/2018]

Client Name:	Sir Padampat Singhanian University
Client Contact:	Mrs. Ritu Ghosh
Client Address	Bhatewar, Udaipur
Client Contact number	02957-226095

Agreement Overview

This SLA (the "Agreement") shall govern the provision of services to the undersigned CLIENT ("Sir Padmapat Singhanian University") by AGENCY ("Unipro Education Pvt. Ltd."). Additional terms, such as the services and deliverables to be provided hereunder, the schedule for the delivery thereof and the amount of fees payable therefore are set forth on the attached Schedule of Work (SOW) and Media Plan (MP) which is hereby incorporated herein by this reference and may, from time to time, be amended upon the written consent of both parties.

Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officials of the Client and the Agency.

In the event of any conflict between the terms of any SOW and the terms of the Agreement shall control.

1. Media Spend

Client will be notified in advance for pre-approval of any additional Media Spend in excess of more than ten percent (10%) of those set forth on the SOW. The costs provided in Media Plan are guide prices based upon what we anticipate the creative, time and production requirements to be based on previous experience and on typical processes, plus client cooperation in provision of content, meeting deadlines and approval. Within reason, additional reasonable charges may be payable if there are significant variations to this, although the client would be made aware of this well in advance with prior written consent. Charges are unlikely to deviate from those quoted unless requirements change significantly.

2. Additional Services or Any Project Changes

Any services outside the scope of the SOW or changes to previously approved work requested by the Client shall be the subject of an additional SOW or Change of Scope to be approved in writing by both parties. However, basis on the performance of various advertising platforms the agency may tweak/reallocate the budgets mentioned in the approved Media plan with prior approval from client on the same.

3. Approval of Work

Work will not commence until the signed agreement and mutually agreed advance payment has been received. Within five business days following receipt of any deliverables, the Client will provide Agency with either

(a) Written approval and acceptance of such deliverable (which will not be unreasonably withheld), or (b) a written list of reasonable modification guidelines that will bring the deliverables into compliance with the SOW.

Each deliverable hereunder will be deemed accepted by the Client if, within five business days of its delivery to the Client, the Client does not receive the foregoing written notice. The Client's written approval of any deliverables, materials, plans or other Work created or produced by the Agency in the course of the provision of the Services, or any cost estimate, will constitute the Agency's authority to purchase, publish, and make contracts for talent, space, time and other facilities and otherwise to do any other act or thing which the Agency considers it reasonable to do in order to carry out its obligations under this Agreement or any Statement of Work.

The Agency will not be obliged to commit to any expenditure on behalf of the Client

without first receiving written confirmation of the Client's instructions and the Agency will not be responsible for the consequences of any delay on the part of the Client in providing such written confirmation.

At the end of each stage of the process (including - but not limited to - before sending an item to print or publishing a website etc.) the client will need to 'sign-off' their approval either in person or by email. No further development can be undertaken until the agency is in receipt of written approval confirmation.

4. Client Representative

In order to avoid miscommunication, the Client shall appoint a sole representative with full authority to provide or maintain any necessary information and approvals that may be required by Agency (the "Client Representative"). The Client Representative shall be responsible for coordination and review of the Agency's services and notifying Agency of Client instructions, change orders and approvals.

5. Service Level Reporting

The Agency will supply the Client with the following reports on the intervals indicated:
Report Name - Interval Media Spend reports Once in 15 days Detailed campaign reports Every Month

6. Payment Terms

This agreement is deemed to commence from (DDMMYYYY) shall remain in force for (number of) months. The agreement may be renewed thereafter as may be mutually agreed by both parties. The Client shall pay Agency for the work performed hereunder as set forth on the applicable SOW. Each invoice hereunder is due and payable within 30 days after its invoice date. Charges for any other services including video creation, application development, purchase of licensed images and content, etc. if applicable, will be charged extra.

Taxes will be included (where applicable) and itemized separately on Media Agency invoices, where appropriate, at the rate prevailing from time to time.

7. Compensation

Agency shall receive an amount equal to [12%] of the gross charges levied by media for advertising placed therewith by Agency pursuant to this Agreement.

8. Terms and Termination

If the Digital Media services offered is suspended or abandoned in whole or in part for more than two (2) months, the Agency shall be compensated for all services rendered till that date including work in progress and expenses incurred prior to receipt of written notice from the Client as 'mutually agreed upon by both parties'. If the project is resumed after being suspended for more than three (3) months, and should the Agency agree to resume performance of Digital Media services, the Agency compensation shall be equitably adjusted. In the event the Agency does not receive the agreed compensation when due, the Agency may suspend services upon giving the Client 30 Days written notice. The Agency shall not be held liable for any damages or costs, which may accrue as a result of such stopping of services.

Rights, Ownership and Usage Subject to Agency's receiving full payment under this Agreement, Agency assigns to the Client, without representation or warranty, all rights, title and interest Agency may have in any work specifically created by Agency for the Client pursuant to this Agreement, except that: (a) Agency may use and distribute such work as part of its portfolio for promotional purposes; (b) Agency shall own and retain all rights to any and all concepts, ideas, designs, proposals and other work and materials (collectively, "Work") which have been presented to the Client but not included in the final work product;

9. Confidential Information - Non-Solicitation

Confidential information is that which relates to the Client's or Agency's research, development, trade secrets or business affairs and includes, in the case of Agency's confidential information, concepts presented to, but not selected by, the Client; it does not include information that is generally known or easily ascertainable by third parties. Agency and the Client shall mutually respect and maintain each other's confidential information and shall use it only to perform their respective obligations hereunder. For the avoidance of doubt, confidential information does not include information which is public knowledge, was in the recipient's possession before receipt or is independently developed by the recipient. Neither party shall solicit the other's employees, independent contractors or consultants or engage them in any work independent the parties' relationship under this Agreement during the term of the Agreement and for two years thereafter.

11. Waiver

The failure of either party at any time to enforce any provision of this Agreement, shall in

no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Client and the Agency.

12. Indemnity

The Agency shall indemnify and keep the Client indemnified against all losses, expenses or damages that may be suffered by the Client due to any default or breach of terms by the Agency under this Agreement. The Client shall indemnify and keep the Agency indemnified against all losses, expenses or damages that may be suffered by the Agency due to any default or breach of terms by the Client under this Agreement.

13. Force Majeure

Neither the Client, nor the Agency, shall be liable for any default, delay or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.

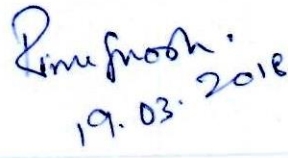
14. Arbitration

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to arbitration under the Indian Arbitration Act, and the place of arbitration.


15. Notices

Any or all notice to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses as mentioned below: a) In the case of notice to the Agency at company's address b) In the case of notice to the Client at client's address

IN WITNESS WHEREOF, the parties have entered into this Agreement as of Date:

Client	Sir Padampat Singhanian University
Client Contact	Mrs. Rinu Ghosh
Client Rep Title	Vice President
Client Authorize Signatory	 19.03.2018
PAN Number of the Organization	AAATJ1223E
Service Tax Number of the Organization	



Agency	Unipro Education Pvt Ltd
Agency Contact	Rishabh Rustagi
Agency Contact Title	Business Head - North India & Intl.
Agency Authorize Signatory	
PAN Number-Unipro	AABCU3764H
GST Number - Unipro	07AABCU3764H1Z8

Statement of Work

To,

D-56, 2nd Floor, Main 100 Feet Road, Chattarpur Enclave, New Delhi-110074 Ph.: 011-65656458.

www.unipro.co.in

Mrs. Rinu Ghosh
Vice President
Sir Padampat Singhania University
Ph.: +91 2957 226095

Subject: Online Reach out Campaign for Sir Padampat Singhania University

Dear Mrs. Ghosh,

Basis our discussion, Unipro Education Pvt Ltd is pleased to offer its marketing services to SPSU, keeping the highest standards intact. Please find the details of the plan below:

Platforms: Google Search, Facebook, Retargeting & Others

Digital Media Campaign Budgeting (Mar - July)	Duration	Budget	Google Search	FB & Instagram	Retargeting	Display & Content	Agency Fee @ 12%	Total	Expected CPL	Expected Leads
SPSAT - UG Engineering Programs (B.Tech)	Mar 25 - July 15	400,000	200000	112000	40000	48000	48,000	448,000	300	1,333
SPSAT - UG Management Programs (BBA)	Mar 25 - July 15	150,000	75000	42000	15000	18000	18,000	168,000	300	500
SPSAT - PG Management Programs (MBA)	Mar - June	200,000	100000	56000	20000	24000	24,000	224,000	450	444
Creative Cost (Google ads, Facebook ads, Banners, Content ad's, Instagram Ad's etc.)								30,000		
Total Campaign Budget		750,000	375,000	210,000	75,000	90,000	90,000	870,000		2,278

SEO Campaign for 6 Months: 40 - 50 relevant keywords	6 Months (Mar - Aug)	INR 210000	Increase in traffic of 25 - 30% after 6 months. Monthly reporting and 50% keywords on 1st page after 6 months
Social Media Page Management - FB, Twitter, LinkedIn	6 Months (Mar - Aug)	INR 240000	Likes to be increased by 10000 - 12000. Overall engagement of 2 - 4 %
Lead Management System - LMS and Auto SMS & E-mail (Optional)		Complementary	Complementary

Duration: 5 - 6 months (Mar '18 to August'18)

Agency Fee: 12% of the total spend

D-56, 2nd Floor, Main 100 Feet Road, Chattarpur Enclave, New Delhi-110074 Ph.: 011-65656458.

www.unipro.co.in

Reporting: We shall be sharing campaign report with you at-least once fortnightly to keep you updated about the spends on your campaign and the performance.

Campaign Delivery: As mentioned in the plan above

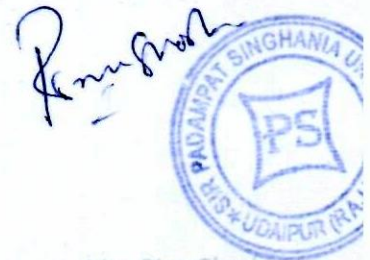
Payment Terms: 5 equal instalments April till August in the 1st week of each month

SEM (Lead Generation)	₹750,000.0
Agency Fee on SEM @ 12%	₹90,000.0
Creatives Cost	₹30,000.0
SEO	₹210,000.0
SMO	₹240,000.0
	₹1,320,000.0

April Payment: INR 264000 + GST
May Payment: INR 264000 + GST
June Payment: INR 264000 + GST
July Payment: INR 264000 + GST
Aug Payment: INR 264000 + GST



Rishabh Rustagi
Unipro Education Pvt. Ltd.



Mrs. Rinu Ghosh
VP - SPSU