

PEARSON UNDERGRADUATE ENTRANCE EXAM
Institution Recognition Form

Please complete using **BLOCK CAPITALS** for each recognizing program within your institution.

Fields marked * are mandatory

* Institution ("Institution")	UNIVERSITY OF ENGINEERING & MANAGEMENT JAIPUR
* Authorizing Contact	PROF. (Dr.) PRADEEP KUMAR SHARMA
* Designation	REGISTRAR
* Email	pradeepk.sharma@uem.edu.in
* Telephone (Incl. area code)	
* Institutional Web Address	https://jaipur.uem.edu.in/
* Institution/Organization Address (including CITY, STATE, PINCODE, COUNTRY)	University of Engineering & Management, Jaipur "GURUKUL", 6 kms from Chomu on Sikar Road (NH-52), Udaipuria Mod, Jaipur-303807, Rajasthan

* Program Address (if different)

Address1

Address2

City

State/Province/County

PostCode/Zip Code

To become a recognizing institution please complete your details

Fields marked * are mandatory.

As the admission criteria "Institution" agrees to recognize Pearson Undergraduate Entrance Exam scores to grant admissions to its Undergraduate Courses. The Institution shall treat Pearson Undergraduate Entrance Exam scores at par with any other entrance/admission test scores and subject to candidates fulfilling the eligibility requirements setup by the Institution. Pearson India Education Services Pvt. Ltd (hereinafter referred to as "Pearson" or "Pearson VUE") may use the name and score requirements of Institutions that recognize scores in official Pearson VUE documentation. Pearson VUE will not charge any cost to Institution for providing services under this Agreement. No personal names or contact details will be published.

*By signing this form, I represent that I am authorized to accept Pearson Undergraduate Entrance Exam scores for my institution/s and I accept the terms and conditions of this agreement ("Agreement"). I also accept that I comply with Pearson websites Terms of Use and Privacy Policy.

Institution Signature  REGISTRAR
University of Engineering & Management
Jaipur (Raj.) Date 31/03/2022

Pearson VUE Signature _____ Date _____

Return this completed form to:

Pearson VUE

Ground Floor, SB Tower, 1A/1, Sector 16A, Noida 201301, Uttar Pradesh, INDIA

Attn: Pearson Undergraduate Entrance Exam Help Desk

Pearson Undergraduate Entrance Exam Terms and Conditions for Recognizing Institutions/Organizations

1. Definitions

1.1 "Calendar Year" shall mean January 1st through December 31st.

1.2 "Candidate" shall mean any individual who registers with Pearson VUE to take the Pearson Undergraduate Entrance Exam with respect to a possible admission with the Institution.

1.3 "Effective Date" means the date that Pearson VUE signs and dates this Agreement.

1.4 "Intellectual Property Rights" means (i) all rights, benefits, title or interest in or to any Pearson VUE's Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).

1.5 "Institution" shall mean the institution on page one (1) contracting with Pearson VUE to recognize the Pearson Undergraduate Entrance Exam as part of its admission criteria.

1.6 "Pearson VUE's Intellectual Property" means: (a) Confidential Information; (b) copyrights; (c) patents; (d) patent applications; (e) technology and technical information; (f) invention; (g) Trademarks; (h) rights in designs and database; (i) any and all intellectual or proprietary rights in relation to the Pearson VUE, its affiliates or its licensor's software, printed materials, processes, databases, or supporting documentation, including but not limited to, the Pearson VUE, its affiliates or its licensor's Delivery System, or any part thereof, and includes any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any of the aforementioned and relating to or arising from any or all of the foregoing, and all extensions and renewals thereof in India or anywhere in the world and leading to achieving the same or better results in activities carried out and the programmes administered by Pearson VUE or its affiliates;

in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing whether owned or controlled by or licensed to Pearson VUE or its affiliates.

1.7 "Pearson Undergraduate Entrance Exam " means the Undergraduate Admission Test for Universities, Colleges and Educational Institutions developed and delivered by Pearson VUE.

1.8 "Results" shall mean an individual test taker or a group of test takers qualitative or quantitative measurement(s) attributed to such individual or group's performance on the Pearson Undergraduate Entrance Exam.

1.9 "Testing Center" shall mean a physical facility operated by or on behalf of Pearson VUE used in administering the Pearson Undergraduate Entrance Exam.

1.10 "Trademark" shall mean a general reference to registered and non-registered trademarks, service marks or certification marks.

2. Use of Intellectual Property.

2.1 The Institution may use the Licensed Materials solely in its printed/on-line information and promotional materials only after express written approval of the same by Pearson VUE. The Institution will not publish or distribute Pearson VUE or Pearson Undergraduate Entrance Exam promotional materials before obtaining Pearson VUE's written consent as set forth in this Subsection. Institution acknowledges that the complete trademark for the Pearson Undergraduate Entrance Exam is "Pearson Undergraduate Entrance Exam by Pearson VUE ". Institution may use either or both trademarks consistent with these terms and conditions, but may not use variants thereof, when referring to the Pearson Undergraduate Entrance Exam.

2.2 The Institution shall not copy, modify, publish, release, lend, sell, rent, provide access to, create derivative works from or otherwise disclose the Results to anyone other than authorized staff within the Institution. Pearson VUE is the sole owner of, and shall retain the entire rights to, any copyrights, trademark, trade secret, and any other rights in the Results.

2.3 Institution will place an appropriate Pearson VUE's Trademark and/or Pearson VUE's copyright notice on the title or copyright page or other appropriate location of each edition or version of Institution's promotional materials containing any reference to or use of the Pearson VUE's Intellectual Property, along with an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request and provide in advance. Institution will not contest Pearson VUE's Intellectual Property Rights in the Pearson VUE Intellectual Property and shall not act in a manner that would tarnish, adversely affect or disparage the Pearson VUE's intellectual property rights and its reputation. Without limiting the foregoing, Institution will not, except as expressly permitted by Pearson VUE, use or apply for registration of (a) any of Pearson VUE's Intellectual Property, or (b) any marks or names that, in the opinion of Pearson VUE, are confusingly or deceptively similar to, or that otherwise incorporate Pearson VUE's Trademarks or other design. Upon expiration or termination of this Agreement, Institution agrees to cease all display, advertising and use of Pearson VUE Intellectual Property. Upon termination or expiration of this Agreement, Institution shall forthwith return to Pearson VUE all Pearson VUE Intellectual Property including soft and hard copies of the Pearson VUE Intellectual Property that are in the possession of and/or control of Institution and/or its respective employees and agents. If so requested by Pearson VUE, Institution shall provide written confirmation to Pearson VUE of its compliance with the terms of this Section.

Institution recognizes Pearson VUE's ownership and title to the Pearson VUE Intellectual Property and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the Pearson VUE Intellectual Property will accrue to Pearson VUE only. Institution recognizes the goodwill associated with Pearson VUE Intellectual Property and acknowledges that such goodwill belongs exclusively to Pearson VUE.

2.4 Access and Use of the Results. Results are only for use by authorized staff members employed by the Institution who have read and agreed to these terms and conditions, Pearson website Terms of Use and Privacy Policy. The Institution agrees to minimize access to the Results to those who legitimately require access to them. Pearson VUE reserves the right to monitor the access and use of the Results by the Institution and its authorized staff members. Pearson VUE reserves the right to discontinue the Institution access to the Results if it is discovered that the Institution has violated the terms and conditions.

2.5 The Institution agrees to access the Results online as directed by Pearson VUE in a secure way, which will not interfere with Pearson's website or its network. Pearson VUE shall share the Results of the candidates who have opted for the Institution while filling their registration form, in a comprehensible format and extend the necessary support in relation to use of the Results.

2.6 Use of the Institution's Trademark/s. During the term of this Agreement, the Institution grants Pearson VUE the right to create Pearson VUE promotional materials using the institution owned materials pursuant to this Agreement, for such promotional materials in relation to Pearson Undergraduate Entrance Exam subject to prior review by the Institution. For such period, the Institution grants Pearson VUE, and Pearson VUE accepts a non-exclusive, non-transferable, royalty-free, worldwide license to use the Institution's Trademarks if such use is in connection with Pearson VUE's promotional activities associated with the delivery of services hereunder. The Institution also grants Pearson VUE the right to create a webpage for the Institution on the Pearson Undergraduate Entrance Exam website using the logos/promotional materials from the Institution owned materials subject to prior review and approval by the Institution for the term of the agreement. Upon expiration or termination of this Agreement, Pearson VUE agrees to cease all display, advertising and use of the Institution's Trademarks. Pearson VUE shall not use for any purpose thereafter any information included in or derived from the Institution's Trademark or Institution's Intellectual Property. Pearson VUE recognizes the Institution's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to the Institution. Pearson VUE recognizes the goodwill associated with the Institution's Trademarks and acknowledges that such goodwill belongs exclusively to the Institution and shall not act in a manner that would tarnish, adversely affect or disparage the Institution's intellectual property rights and its reputation.

2.7 Sublicense and Authorization. Institution grants Pearson VUE a non-exclusive, non-transferable, limited, revocable, royalty free, worldwide license during the Term to sublicense to its affiliates and their third-party vendors, the right to use Institution's Trademarks as set forth in Subsection 2.6 above.

2.8 Use of Pearson VUE Trademarks. During the term of this Agreement only, Pearson VUE grants to the Institution, and the Institution accepts, a non-exclusive, non-transferable, royalty-free, worldwide license to use relevant Pearson VUE Trademarks in connection with their promotional activities of its Tests pursuant to this Agreement. The Institution will place on the title or copyright page or other appropriate location of each edition or version of the Institution's promotional materials containing

any reference to or use of Pearson VUE Trademarks, if any, an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request and provide in advance. Any use of Pearson VUE's Trademarks will be as approved by Pearson VUE in advance. The Parties agree that the Pearson VUE shall review and approve the promotional material incorporating Pearson VUE's proprietary material proposed to be used by the Institution for promotional purposes under this Agreement. Upon expiration or termination of this Agreement, the Institution agrees to cease all display, advertising and use of Pearson VUE's Trademarks. The Institution recognizes Pearson VUE's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to Pearson VUE. The Institution recognizes the goodwill associated with Pearson VUE's Trademarks and acknowledges that such goodwill belongs exclusively to Pearson VUE.

3. Term and Termination.

3.1 This Agreement commences on the Effective Date and shall continue, unless terminated as provided in this Agreement, for an initial term of One (01) year ("Term"). Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (01) year each, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3.2 Termination. Either party can terminate the Agreement by giving thirty (30) days written notice to the other party. Neither party shall terminate the Agreement under clause 3.2 once the Pearson Undergraduate Entrance Exam process starts for the year. Either party can terminate the Agreement under this clause only before first day of October of the year in which the Pearson Undergraduate Entrance Exam registration has started for the successive year. Pearson VUE shall terminate this Agreement with thirty (30) calendar days' notice if Pearson VUE decides not to conduct Pearson Undergraduate Entrance Exam.

3.3 Termination based on Proprietary or Confidential Information. Effective immediately upon written notice to the other party, Pearson VUE may terminate this Agreement, and all rights and licenses granted herein, if the Institution violates or infringes, misappropriates, or otherwise violates the intellectual property, proprietary rights, or any Confidential Information of Pearson VUE, or Candidate.

4. Confidential Information. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating statement of work(s) and/or any Exhibits or future agreements between the parties, a party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has obligations of confidentiality ("Confidential Information"). The party receiving Confidential Information will be referred to as the "Receiving Party" and the party disclosing its Confidential Information will be referred to as the "Disclosing Party".

a) Confidential Information" means any and all information disclosed to the Receiving Party by the Disclosing Party, or its Agents either orally or in writing: (a) of a technical or conceptual nature consisting of or relating to the databases, software, software documentation, computer based test delivery system, systems, products, services or component parts owned, licensed to, developed or being developed by the Disclosing Party, including, without limitation, the information ascertained from plans, drawings, schematics, sketches, models or descriptions of processes, or from an inspection of facilities, or from computer programs, databases, software, computer hardware components, or other components of a similar nature; (b) relating to business plans, marketing plans

or business opportunities of the Disclosing Party; (c) relating to the Disclosing Party's finances, business, or methods or proposed methods of doing business; (d) All candidate data including, but not limited to, Personal data of candidates; or (d) other information that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to the Disclosing Party. Confidential Information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Each Party's Confidential Information shall include any intellectual property or licensed materials, except logo, trademark and trade name. Each party acknowledges that it acquires only the right to use the Confidential Information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and that neither party shall acquire any rights of ownership or title in the Confidential Information. Upon termination or expiration of this Agreement, each party will return to the other party or certify that it has destroyed all materials containing any of the other party's Confidential Information that is held by that party or its employees, agents or contractors. If so requested by the Disclosing Party, the Receiving Party agrees to provide written confirmation to the Disclosing Party of its compliance with the terms of this Section.

b) Confidential Information does not include information which:

(aa) is or becomes a part of the public domain without breach of this Agreement or another agreement; (bb) is disclosed to the Disclosing Party by third parties without restrictions on disclosure; (cc) is developed independently by the Receiving Party without reference to the Disclosing Party's materials or information; (dd) was in the Receiving Party's possession and the Receiving Party was able to disclose this information without breach of any other confidentiality arrangement before receiving such information from the Disclosing Party; or (ee) comes into the party's possession without breach by that party of any obligations of confidentiality.

c) **Protection of Confidential Information.** The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature. Except as may be authorized by the Disclosing Party in writing or necessary for Pearson VUE to deliver the Pearson Undergraduate Entrance Exam under this Agreement, the Receiving Party will (a) not disclose Confidential Information to any person who is not a party to this Agreement; (b) limit dissemination of Confidential Information only to its Agents having a "need to know"; and (c) have an appropriate written agreement with its Agents requiring that they comply with all of the provisions of this Agreement. Pearson VUE shall not be liable for disclosure of confidential information to a Candidate or as reasonably necessary to perform the services hereunder.

d) In the event that the Receiving Party, or its Agents are compelled to disclose any Confidential Information pursuant to a valid order of a court or other government body, the Receiving Party will promptly notify the Disclosing Party and provide reasonable cooperation and reasonable efforts to the Disclosing Party in connection with the Disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances, if made in a fashion that maximizes the protection of the Confidential Information from further disclosure.

e) Notwithstanding anything herein, Institution authorizes Pearson VUE to provide with a copy of this Agreement to its affiliates along with other information or data as reasonably necessary to provide the services herein.

4.1 Data Protection. The Institution shall comply with, and shall not act in any way, which may breach, any law or regulation dealing with the processing of privacy and/or personal data relating to any individual or corporation (including without limitation the Information Technology Act, 2000; the (Indian) Contract Act, 1872 and any other applicable law or regulation. The Institution agrees to establish secure safeguards to protect such information from unauthorized use, disclosure and/or misuse. The Institution agrees to immediately inform Pearson VUE of any unauthorized use, breach, loss or disclosure of the Results.

5. Warranty. Both Parties hereby represents and warrants to each other that:

- a) Both Parties have been established and validly existing under the laws of India and Institution has obtained all requisite licenses/ approvals required by it to impart Undergraduate Programs in India
- b) Both Parties have obtained all the approvals, consents and permits necessary or applicable under any applicable law for the execution, delivery and performance by it of this Agreement. The execution and delivery of this Agreement has been duly authorized and approved and does not require any further authorization or consent of any third party
- c) any representation or warranty made by the Parties in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement neither contains any untrue statement nor omits to state any material fact necessary to make the statements contained herein or therein misleading
- d) upon execution, this Agreement will be its legal, valid and binding obligation, enforceable in accordance with its terms.
- e) The Institution represents that it has independently perused the contents, methods of the Pearson Undergraduate Entrance Exam and is satisfied about its efficacy
- f) Both Parties represent and warrant that they will not use each other's IP in such a manner so as to amount to infringement of any third-party IP rights.

5.1 WARRANTY DISCLAIMER: THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY THE PARTIES.

6. Indemnification.

Institution agrees to indemnify, defend, and hold harmless Pearson VUE and Pearson VUE's directors, officers, employees, successors, and assigns from and against any and all third party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorneys' fees) to the extent resulting from Institutions (a) breach of this Agreement; (b) breach of Confidentiality provisions; (c) Violation of Pearson's Website Terms of Use and Pearson Privacy Policy; (d) Violation of Laws (e) infringement of Pearson VUE's Intellectual Property; or (f) failure to accept Pearson Undergraduate Entrance Exam scores subject to candidate fulfilling Institution's admissions eligibility criteria.

7. Limitation of Remedies and Limitation of Liability.

7.1 In no event shall Pearson VUE be entitled to Institution for indirect, special, incidental, or consequential loss or damages

7.2 Regardless of the form of action, except for the Indemnification Obligations contained herein,

either party's aggregate liability in any Calendar Year during the term of this Agreement for damages, claims, costs, settlement amounts, and/or awards will not exceed Ten Lakhs Indian Rupees (INR 10,00,000.00). For the purposes of applying this Limitation of Liability, each instance of liability is applied to the Calendar Year in which the earliest date of the circumstance giving rise to the liability occurs.

8. General

8.1 Non-Exclusive Arrangement. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way. Nothing contained in this Agreement shall in any way restrict Pearson VUE's right to provide services or facilities similar to the Services and matters contemplated under this Agreement for any other school, university or institute in India or elsewhere in the world.

8.2 Force Majeure. The obligations of the parties under this Agreement (including all obligations of Pearson VUE relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith because of acts of state or governmental authorities, acts of terrorism, natural catastrophes, fires, storms, floods, earthquakes, riots, insurrection, civil disturbance, sabotage, embargos, blockades, acts of war, acts of God, power failure, failure of Internet access or service, communication line failures, epidemic or any other cause whatsoever beyond a party's control.

8.3 Failure to Perform. Pearson VUE's failure to perform under this Agreement shall be excused if such failure to perform is due any cause whatsoever beyond Pearson VUE's control. If Pearson VUE decides to not conduct Pearson Undergraduate Entrance Exam for whatever reasons, then Pearson VUE will be excused from its obligation and the agreement shall stand terminated.

8.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior express or implied, negotiations, proposals, bids, orders, communications and agreements. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, through a purchase order or otherwise, except by written amendment duly executed by the parties hereto. The parties acknowledge that they have not been induced to enter into this Agreement by any representations or statements not found in this Agreement.

8.5 Assignment. Institution may not assign this Agreement, by operation of law or otherwise, without the prior written approval of Pearson VUE, which approval will not be unreasonably withheld, conditioned, or delayed.

8.6 Survivability. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive.

8.7 Independent Contractor. Pearson VUE's relationship to the Institution is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

8.8 Governing Law, Venue Attorneys' Fees and Arbitration.

This Agreement and its performance shall be governed by and construed in all respects in

either party's aggregate liability in any Calendar Year during the term of this Agreement for damages, claims, costs, settlement amounts, and/or awards will not exceed Ten Lakhs Indian Rupees (INR 10,00,000.00). For the purposes of applying this Limitation of Liability, each instance of liability is applied to the Calendar Year in which the earliest date of the circumstance giving rise to the liability occurs.

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This Agreement and its performance shall be governed by and construed in all respects in

accordance with the laws of India. In the event of a dispute relating to any of the matters set out in this Agreement, parties to the dispute shall each appoint one nominee/representative who shall discuss in good faith to resolve the difference. In case the difference is not settled within 30 (thirty) days, it shall be referred to arbitration in accordance with the Arbitration & Conciliation Act, 1996 to a sole arbitrator mutually appointed by the Parties. The place of arbitration shall be New Delhi. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties.

8.9 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

8.10 Disclaimer.

- a) Pearson does not warrant that access to the Results will be uninterrupted, free of viruses or that the Results themselves will be error free. The Institution is solely responsible for all costs, expenses and damages arising out of its access to the Results on account of such interruptions, viruses or errors. Pearson VUE shall not be liable to the Institution for direct, indirect, special, consequential loss or damages of any nature whether such liability is asserted on the basis of contract, tort or otherwise. Nothing in these terms and conditions shall exclude either party's liability to the as a result of any fraudulent misrepresentation or negligence of the other party.

8.11 How to Contact Us. If you have any questions or concerns about the terms and conditions, please contact us at pvapchannelsales@pearson.com.


REGISTRAR
University of Engineering & Management
Jaipur (Raj.)