Aon CoCubes || Standard MoU || Continuous Evaluation Program: 2019 & 2020 Batch || RCEW,Jaipur

Dear Patron,

Greetings from **Aon CoCubes!**

Thank you for evaluating CoCubes (An AON Company) as an employability partner. This has reference to our final discussions with you regarding the engagement by **Institute of Engineering & Technology** ("Client") of CoCubes Technologies Pvt. Ltd., an Aon Company (**"CoCubes"**), for availing the Services defined hereinafter. We are bringing on record the following terms of our engagement. Please send us an email confirmation on the below Commercial and Legal terms:

COMMERCIAL TERMS FOR AGREEMENT

Batch	Semester	Product	Standard Price(All across engineering)	Count	Service Period	Total MoU
2020	5th – 8th Semester	CE	INR 1699 (Excluding GST)	88	2 Year	INR 149512
2019	7th and 8th Semester	7 DCT+ 2 PA	INR 1299 (Excluding GST)	87	1 Year	INR 113013

*18% GST Applicable

- **Payment terms are 100% advance**

LEGAL TERMS FOR AGREEMENT

(a) This Agreement shall be on a "principal to principal" basis.

(b) This Agreement shall, from Jan 2018 continue for a period of **one year** (for 2019 Batch unless terminated earlier) and **two year(s)** for 2020 Batch.

(c) The Services of CoCubes, an Aon company, shall be provided on a non-exclusive basis to the Institute.

I. CoCubes shall provide access to its Platform to the Institute and the Students, provided that the use of the Platform shall be subject to its Terms and Conditions at https://static.CoCubes.com/document/reg_tc.html, which shall prevail in all matters related to access and use of the Platform.

II. All data related to Students shall be authenticated and provided by the Institute in a predefined format. CoCubes does not conduct any background checks on the Students or verify the contents of their resume/curriculum vitae and hence does not warrant the authenticity of any Student data on the Platform.

III.   CoCubes shall not be responsible for any loss of opportunity for those Students whose data is incomplete or inaccurate. CoCubes will not be held liable for any deviation, non-delivery or delay in provision of Services under this Agreement nor will CoCubes be deemed to be in breach of its obligations hereunder due to external factors beyond CoCubes' control.

(d)   CoCubes reserves the right to suspend performance of the Services, if the Institute fails to pay any due fees.

(e)   The Institute shall promptly notify in writing its acceptance to CoCubes, within one week of completion of Services by CoCubes. In case no such notification is received within one week, it shall be presumed that the Services rendered are accepted by the Institute.

(f)   Either party may terminate the Agreement by prior written notice of 30 days to the other Party. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination including payment of undisputed fees. Upon termination of this Agreement, each party shall return or destroy all Confidential Information as directed by the other party. Upon termination:

I.   CoCubes will stop providing its Services and access to its Platform to the Institute and its Students forthwith.

II.   In the event of termination of this Agreement after a period of one (1) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

(g) **Payment terms**

I.   All payments are to be made 100% in advance

II.   Payments become due immediately from the date of invoice and shall be made to CoCubes within 15 days from date of receipt of invoice without any deduction or set-off.

III.   The prices are exclusive of all taxes and duties which would be payable, as applicable.

(h)   Each Party agrees to indemnify the other Party for such claims, suits, losses and damages, including settlement costs (collectively Liabilities) being suffered by the aggrieved Party as a direct consequence of breach of its confidentiality and intellectual property related obligations under this Agreement. The Institute agrees to indemnify CoCubes from and against any Liability arising out of (i) misuse of the Platform by the Students or the Institute (ii) any Student related information provided to CoCubes being incorrect, false or misleading.

(i)   Neither Party will be liable for any indirect, incidental, special or consequential damages, including the loss of profits, revenue, data, incurred by either Party, whether in an action in contract, tort, based on a warranty or otherwise, even if the other Party has been advised of the possibility of such damages. CoCubes's liability for damages under this Agreement will not exceed the amounts actually paid by the Institute to CoCubes or actual damage, whichever is less.

(j)   Neither Party is restricted from assigning this Agreement or its rights or obligations to its affiliate/subsidiary or CoCubes subcontracting the whole / part of the Services to any contractor of its choice, provided that such subcontracting shall not relieve CoCubes from its obligations to the Institute under this Agreement. The assignment to CoCubes' Affiliates to perform the Services shall not be regarded as subcontracting.

(k) **Confidentiality**

I.   For the purposes of this Agreement, "Confidential Information" includes: (i) terms of this Agreement; (ii) Institute Information; (iii) CoCubes Information. Each Party's respective Confidential Information will remain its sole and exclusive property.

II.   The Receiving party shall (i) not use the Confidential Information for any purpose except as expressly contemplated under this Agreement, except that CoCubes may use the Institute's Information in combination with other data for statistical or analytical purposes provided that no such Institute Information is identifiable by the Institute (ii) not disclose the Disclosing Party's Confidential Information to a third party without prior written consent and may only disclose the Confidential Information to those of its employees on a need to know basis (and in case of CoCubes , any affiliate or third party service provider providing back office/IT support) ("**Personnel**" collectively), however, either Party may disclose the other Party's Confidential Information to its legal counsel and auditors. CoCubes may also disclose the Institute's Information to any subcontractor as reasonably necessary for such subcontractor to perform its services in connection with this Agreement, provided that such subcontractor is subject to a confidentiality agreement (iii) immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information. For the avoidance of doubt, CoCubes shall not be required to destroy electronic records which are automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. CoCubes will retain an archival copy of the Confidential Information for the purpose of determining the scope of obligations incurred under this Agreement.

III.   The obligations under clause k (II) shall not apply to confidential information which (i) is or becomes generally available or known to the public through no fault of the Receiving Party; (ii) was already known by or available to the Receiving Party prior to disclosure by the Disclosing Party; (iii) is subsequently disclosed to the Receiving Party by a third party who is not under any obligation of confidentiality to the Disclosing Party; (iv) is required by law to be disclosed as part of a judicial process, government investigation, legal proceeding, or

other similar process; or (v) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation to the Disclosing Party.

IV.   The parties shall comply at all times with all applicable laws including those relating to personal data protection. The Institute agrees that CoCubes may transfer Institute data, physically or electronically, to its personnel and affiliates in India or overseas in connection with the performance of this Agreement.

V.   The Institute acknowledges that CoCubes may be required to mention its indicative list of Institutes in its proposals, marketing materials, brochures and/ or similar documents and agrees that it has no objection to making a reference to the Institute's name in the aforesaid documents

(I)   **Intellectual Property**

I.   "Institute Information" is defined as all non-public information data (in whatever form or media) provided to CoCubes under this Agreement by or on behalf of the Institute. The Institute represents that use of Institute Information contemplated herein will not infringe the privacy and/ or intellectual property rights of any third party. Institute Information will remain the property of the Institute.

II.   CoCubes retains all proprietary rights, title and interest in " CoCubes Information", which includes, but is not limited to: websites or web based applications through which it may perform the Services and make related information and/or content available to the Institute including software and software systems used in the operation of the CoCubes website, the CoCubes Online Platform (www.CoCubes.com), user interfaces and screen designs; general purpose consulting and software tools; presentations including CoCubes' templates, standard proposals and materials and derivatives thereof; all algorithms, apparatus, components, circuit designs and assemblies, concepts, trade secrets, data (including clinical data), databases, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), marks (including brand and product names, logos, slogans, domain names), know-how, marketing and development plans, methods, models, procedures, processes, protocols, schematics, software codes (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, works of authorship and other forms of technology, generalized practices, techniques, business information, regardless of whether developed in connection with the Services or engagements with other CoCubes Institutes.

III.   To the extent that CoCubes utilizes any CoCubes Information, in connection with the performance of Services, such CoCubes Information shall remain the property of CoCubes. Nothing in this Agreement shall be construed to grant the Institute any

rights in CoCubes Information, other than the limited license to use the Platform for access to the Services as specified hereunder.

IV.   CoCubes grants to the Institute a non-exclusive, non-sub-licensable, non-transferable license to use the CoCubes Information solely for the Institute's internal use. To the extent such license covers CoCubes Software, such license shall terminate and expire upon the termination or expiration of the applicable SOW or, if no SOW applies, upon the termination of CoCubes's provision of Services related to such CoCubes Software.

V.   Student data is the nonexclusive property of the Institute and CoCubes. The analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its Institutes to use the processed Student data as part of the CoCubes service offerings to its Institutes. CoCubes shall use the Student data for displaying it on the Platform for online career development activities, which are a part of the Services provided by CoCubes to the Institute. "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail the Services and who will be provided access to the Platform.

VI.   The Institute shall not, with respect to CoCubes Information (i) create derivative works or translations (ii) transfer, distribute, lease, market, sublicense or otherwise grant rights in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends (iv) reverse engineer, decompile or disassemble CoCubes Software or any part thereof or otherwise obtain or attempt to obtain the source code for CoCubes Software.

(m)   Force Majeure - Neither Party will be liable to the other for its failure to perform any obligations under this Agreement where such performance is rendered impossible due to circumstances beyond its reasonable control, including acts of God, floods, acts of terrorism, riots or other hostilities, pandemics, government or legislative actions, technological outages and similar occurrences, provided that the Party experiencing the delay promptly notifies the other party and takes reasonably necessary steps to resume full performance as soon as possible. If the Force Majeure Event/s continue(s) to subsist for a continuous period of 30 days, the other Party may terminate the Agreement by giving notice in writing.

(n)   This Agreement will be governed by the laws of India. Each Party agrees to submit itself to the exclusive jurisdiction of the courts of New Delhi. Disputes arising under this Agreement shall be governed by the Indian Arbitration and Conciliation Act 1996. The Tribunal shall consist of a sole arbitrator appointed by mutual consent of both the Parties. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The fees of arbitration will be borne by the Party as directed in the arbitration award.

(o)   No person employed by either party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other party.

(p)   During the Term and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other party who performed any work in connection with or related to the Services.

(q)   This Agreement (i) embodies the final understanding between the Parties with respect to its subject matter; (ii) supersedes all previous oral or written agreements or arrangements between the Parties; (iii) may be signed in counterparts, each of which will be deemed an original; (iv) may only be amended in writing signed by an authorized officer of each Party. The Parties agree that any pre-printed terms on any transactional or other document used in connection herewith are per se null and void. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather the remainder of this Agreement will remain in full force. Waiver by either Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar breaches by the breaching Party.

(r)   All notices under this Agreement will be in writing and deemed effectively delivered upon receipt by personal delivery, reputed courier service or registered mail at the address provided by the Parties and as confirmed by delivery receipt.

Additional Points

1. **Payment Terms**

    a.)   CoCubes will also charge 35 paise per SMS (if the number of SMSs exceed the limit provided upon sign up)

    b.)   If the Institute fails to make the payment, assuming the log-ins of the student and/or Institute are active, the Platform will auto lock all the log-ins provided to (all across batches) the Students and the Institute. This may lead to loss of opportunities for Students for which CoCubes will not be responsible.

2. **Disclaimers**

    a.)   It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.

    b.)   This price is applicable for 2019 & 2020 batch only

c.) Updates in count of Students, Services, prices and Terms for further batches need to be mutually agreed upon in writing