



CITY
ENGINEERING COLLEGE

Criteria 3- Research, Innovations and Extension

Key Indicator: 3.5.1 - Collaboration

Metric Number: 3.5.1. QnM

Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research.

MOU Details for ACY 2019-20

Sl. No	Name of the institution / industry with whom the MoU / linkage is made	Year of signing MoU / linkage	Purpose of the MoU/Linkage
1	Data Grid Technologies Pvt. Ltd.	2019	Dissemination knowledge, innovations in teaching and learning practices and training programmes
2	CoCubes Technologies Pvt. Ltd.	2019	Provides online career development and training Services

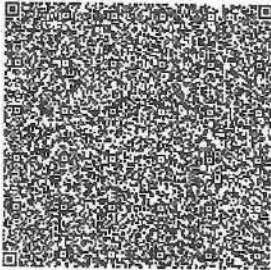


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INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA33231662149343N
Certificate Issued Date : 30-Sep-2019 12:19 PM
Account Reference : NONACC (BK)/ kakscub08/ BANGALORE6/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSCUB0814861869144088N
Purchased by : DATA GRID TECHNOLOGIES PVT LTD
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : DATA GRID TECHNOLOGIES PVT LTD
Second Party : CITY ENGINEERING COLLEGE
Stamp Duty Paid By : DATA GRID TECHNOLOGIES PVT LTD
Stamp Duty Amount(Rs.) : 50
(Fifty only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") is made at Bangalore on this 1st October 2019 by and between:
M/S. DATA GRID TECHNOLOGIES Pvt Ltd, a private limited company organized under the Companies Act, 1956, having its registered office at No 2931, 14th cross, 2nd Floor, K.R.Road, Banashakari, Bangalore - 560070 ; (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of ONE PART; AND City Engineering College an individual/firm/company/society having its place at Kanakapura Road, Doddakallasandra, Bengaluru - 62. (hereinafter referred to as the "Business Partner", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of the OTHER PART.

For Data Grid Technologies Pvt. Ltd.

Usha

Chief operation officer

PRINCIPAL
CITY ENGINEERING COLLEGE
Kanakapura Main Road, Bangalore - 560 062.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

The Company and the Business Partner are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS

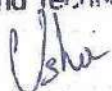
- A. The Company is in the business of creation and dissemination of knowledge, innovations in teaching and learning processes in any part by establishing, managing and administering training centers in accordance with the norms laid down by the regulatory authorities for instruction as may be necessary from time to time; offering full time, part time, formal and informal training programmes for individuals in order to help them meet the specific needs of the industry and business and equip them to meet the changes in technology; developing and publishing training materials for regular and distance education programmes; co-operating with national and international organizations, educational, research and other institutions in any part of the world having objects wholly or partly similar to those of the training franchisor; fostering a sense of partnership with the industry in promoting the cause of education, research, extension and in mobilizing resources for achieving the aforementioned objectives (hereinafter referred to as the "Objects of the Company")
- B. The Business Partner has the capability to help achieve the Objects of the Company and therefore shall assist the company in this regards on exclusive basis and shall not provide similar/identical services to support himself or any other organization in any manner.
- C. The Company desires to engage the Business Partner with regard to provisioning of certain "Services" and engaging it as the Business Partner in furtherance of the Objects of the Company in a manner as required hereunder.
- D. The Business Partner is willing to accept such engagement and help the company in marketing, training and student mobilization of the Company in the campus.
- E. The Parties are desirous of recording the same under this Agreement. It is therefore the intention of the Parties to execute this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, premises, provisions and agreements contained herein, the Parties agree as follows:

WORK PROFILE AND TERMS OF ENGAGEMENT OF THE BUSINESS PARTNER

1. The Business Partner shall undertake the Services under this Agreement only after obtaining the approval from the Company at the time of signing of the contract.
2. The BUSINESS PARTNER shall provide the following Services as required by the Company :
 - i. The Business Partner shall help mobilize the youth in the local area to enroll and undergo training through various marketing activities and awareness creation activities. It is the Business Partner's responsibility to conduct marketing & awareness creation activities in the local area.
 - ii. The Business Partner shall utilize its local presence, and manpower to carry out the mobilizing operations for the Data Grid Training programmes. They will have manpower as agreed with Data Grid for the purpose of mobilization.
 - iii. The Business Partner shall be responsible for identifying and recruiting the trainers. The trainers will be on the Business Partner payrolls. However, the trainers will be permitted to conduct training only after getting certified by the Company or as indicated by the Company and after going through the training conducted by the Company.
 - iv. The Business Partner will ensure that the targets agreed upon are met and the stated roll-out plan is adhered to.
 - v. The Business Partner shall comply with the company's MIS, monitoring, reporting & quality guidelines at all times.

For Data Grid Technologies Pvt. Ltd.


Chief operation officer


PRINCIPAL
CITY ENGINEERING COLLEGE
Anakapura Main Road, Bangalore - 560 062

- vi. The local area assigned to the Business Partner shall be as per the Certificates issued by the Company from time to time. The Business Partner is permitted to start mobilization on behalf of the Company in any location only after receiving the Certificate of Commencement from the Company for that location.
- vii. A training batch may be commenced ONLY AFTER receiving the batch number and approval in writing from the Company's Head office personnel from their official e-mail ID.
- viii. The Business Partner will pay for the course material issued to each student by the Company at a predetermined rate per student

OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

The Business Partner shall ensure that no training modules, teaching processes and/or business processes and databases of the Company are at any point of time reproduced, unauthorized used and/or distributed on any occasion and/or for any reason whatsoever without prior written consent taken from such persons as are duly authorized by the Company. The consent of the authorized person and such letter seeking such consent shall expressly state the materials to be reproduced and/or transmitted and the specific purpose for which the same needs to be done.

COMMERCIALS

1. The BUSINESS PARTNER will enjoy a revenue sharing with the Company as per Annexure 1 on the total revenues earned in the designated Local Area.
2. The compensation agreed upon and provided herein shall be binding for the duration of this Agreement following which a fresh agreement will be required to be executed by and between the Parties. The compensation agreed upon shall be revised only upon the execution of the fresh Agreement or by an addendum to this agreement duly signed by both the parties.
3. The Company shall have full access to BUSINESS PARTNER's records to the extent necessary to verify and audit BUSINESS PARTNER's billing procedures, provided that the Company agrees to keep all such information confidential. The Company shall have the right, at any time, to review and audit the bills, and in the event that the Company believes the bills are not prepared by BUSINESS PARTNER in good faith and a reasonable manner, the Company may request that the bill be independently reviewed and adjusted by an independent certified public accountant reasonably acceptable to the Company and BUSINESS PARTNER.

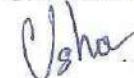
TAXATION

The Company and the BUSINESS PARTNER will be liable to pay their respective taxes including Income Tax and any other statutory tax liabilities. The Company will deduct Tax at Source for the payments made to the BUSINESS PARTNER at the rate applicable by the governing law.

TERMINATION

1. The Company shall have the right to terminate this Agreement immediately in the event any of the following happens :
 - i. The BUSINESS PARTNER fails in any material respect to observe or perform any of the provisions of this Agreement on its part to be observed or performed; or
 - ii. The BUSINESS PARTNER becomes insolvent or if any petition is filed by or against him under any provisions of any bankruptcy, insolvency or similar laws; or
 - iii. If any obligation under this Agreement is held by judgment, rule, order or decree to be invalid by any court, commission or governmental authority in the territorial limits of India.
 - iv. In case the governing law of the scheme is not followed by the Business Partner
2. Upon termination of this Agreement:

For Data Grid Technologies Pvt. Ltd.



Chief operation officer



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CITY ENGINEERING COLLEGE

Kanakapura Main Road, Bangalore - 560 062

- i. The BUSINESS PARTNER shall have no further right to act on behalf of the Company
- ii. The BUSINESS PARTNER cannot be engaged as an individual/investor/shareholder or in any capacity in any activity that is competing in nature with the Company's Business
- iii. The Business Partner shall have to indemnify the company for any losses or penalties charged on account of misconduct on part of the business partner.

PERIOD OF THE AGREEMENT

The term of the Agreement shall be 12 months from the date of signing this agreement. This Agreement shall be renewable at the option of the Parties on such terms and conditions as are mutually agreeable to the Parties.

CONFIDENTIALITY

This Agreement and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any third party. Except with the prior written consent of the other Party, each Party shall hold in strictest confidence and take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives on a strict need-to-know basis who have been advised of their obligation with respect to Confidential Information and have agreed to such obligation. The term "Confidential Information" shall mean all non-public information that this Agreement or the disclosing Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, the existence and the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion of any product or services, business policies or practices, customers, potential customers or, documentation, or information received from others that a Party is obligated to treat as confidential. If a Party has any questions as to what comprises such Confidential Information, that Party shall consult with the other Party. "Confidential Information" shall not include information that was known to a Party prior to the other Party's disclosure, or information that becomes publicly available through no fault of the Party.

NOTICES

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or there under shall be (i) in writing (including telex and telecopier) and (ii) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

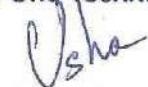
The address for service of the BUSINESS PARTNER shall be:

- Attention: Mr. T.P Bharathesh
- Address: Doddakalsandra, Kanakapura Main Road, Bangalore - 61
- Email ID: cityengineering123@gmail.com
- Tel Number: 9448159237

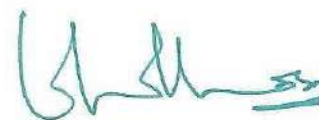
The address for service of the Company shall be:

- Attention: Ms. Usha Kariappa
- Address: #2931, 2nd Floor, 14th Cross, K.R.Road, BSK 2nd Stage, Bangalore - 70
- Email ID : datagridtechnologies05@gmail.com
- Tel Number: +919739863707 / +919945602102

For Data Grid Technologies Pvt. Ltd.



Chief operation officer



PRINCIPAL
CITY ENGINEERING COLLEGE
Kanakapura Main Road, Bangalore - 560 002.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day year first above written:

For DATA GRID TECHNOLOGIES PVT LTD


USHA KARIAPPA - CEO

For CITY ENGINEERING COLLEGE

T.P. BHARATHESH - Principal

For Data Grid Technologies Pvt. Ltd.

For 
Chief operation officer

For 
PRINCIPAL
CITY ENGINEERING COLLEGE
Kanakapura Main Road, Bangalore - 560 062.

ANNEXURE 1

Business Partner Commercials

1. The Company shall share the revenue earned after deduction of bank charges in the following manner:

Number of Students	Percentage or Amount of Sharing
Up to 1000 Pass	1250.00
1001 to 3000 Pass	1350.00
3001 and above Pass	1500.00

- Sharing of this amount shall be done within 30 days from the day the Company receives the amount in its bank account
- The BUSINESS PARTNER will collect the concerned documents as required and communicated by the company and submit one copy of all the documents to the company
- The BUSINESS PARTNER bank details

Payable to	City Engineering College
Bank	
Acct No	
IFSC Code	
Branch	
Service Tax	

- The BUSINESS PARTNER will transfer the amount if any collected from the student into the Company's Bank Account (as mentioned below) immediately on enrollment

Payable to	Data Grid Technologies Pvt. Ltd
Bank	INGVYSYA Bank
Acct No	222011000584
IFSC Code	VYSA0002220
Branch	K.R. Road
Service Tax	AACCD1946MST001

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day year first above written:

For DATA GRID TECHNOLOGIES PVT LTD

USHA KARIAPPA - CEO

For CITY ENGINEERING COLLEGE

T.P. BHARATHESH - Principal

For Data Grid Technologies Pvt. Ltd.

For 

Chief operation officer

For 

PRINCIPAL
CITY ENGINEERING COLLEGE

Kanakapura Main Road, Bangalore - 560 062.

AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on **21st day of September, 2019**(the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at 1205 - 1206, 12th Floor, Welldone Tech Park, Sohna Road, Sector - 48, Gurgaon, Haryana - 122018 (hereinafter mentioned as "**CoCubes**", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

AND

City Engineering College having its principal place of business at Kanakapura Road (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

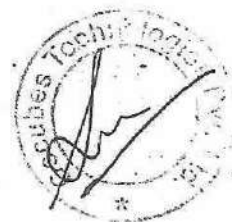
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.



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CITY ENGINEERING COLLEGE



NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website < www.cocubes.com >, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.



1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
136	2020	(Engineering)
		(Engineering)
		(MCA)
		(MBA)
		(Others)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing



CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service available here: http://static.cocubes.com/document/reg_tc.html

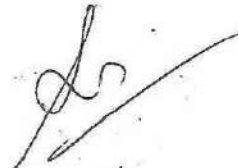
4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").



4.3 Invoicing

CoCubes shall raise one invoice per batch on the date of signing of MoU (effective date), provided the institute shares the database immediately. Else, invoice will be raised on the day we receive the data and Effective Date will be the date the (2017 Batch) invoice is raised. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represents, warrants and covenants that:

- (a) It has the requisite skill; experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.



5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.

5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which may or may not be a part of the Services provided by CoCubes to the Institute.

5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.

6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.

6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in



connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information' by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.

7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.

7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.

7.4 This restriction shall however not apply to the Confidential Information which:

- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
- (ii) Was in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
- (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
- (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
- (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

8. INDEMNIFICATION



8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. **NON-SOLICITATION**

During the tenure of this Agreement and for twelve (12) months thereafter, the Institute will not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor of CoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. **LIMITATION OF LIABILITY**

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP**

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. **TERM AND TERMINATION**

- 12.1 The agreement will be valid till March 31st, 2022. (the "Term"). The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. The Parties may renew the Agreement for such further periods as per Annexure C. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days' notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.



13. FORCE MAJEURE

- 13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:
- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
 - b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.
- 13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

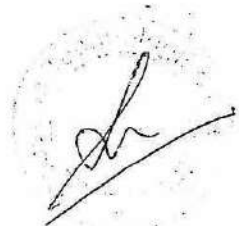
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in Gurgaon, Haryana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.3 No Assignment



This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14.5 Waiver



All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

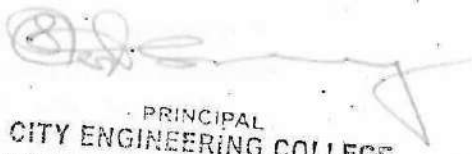
14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorised Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorised Signatory</p>
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PRINCIPAL
CITY ENGINEERING COLLEGE
Kanakapura Main Road, BANGALORE - 560 061

EXHIBIT A
SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.

We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year.

Web enabled platform to manage internal placements and student data.

Online platform shall generate placement statistics for placements for your Institute.

SMS feature on the platform can be used as follows:

- o Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
- o Communication to Eligible/Applied/Offered/Declined/No-Response students
- o Communication module (Custom or standard Groups) is available.
- o Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per.SMS.

Key Features & Benefits:

Data Security- 7 Level Data Security

Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data

Bring transparency in the system wrt Education Marks, Degrees, etc.

Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are tracked and communication happens on CoCubes.com*



Figure 1: Administrator Level Login for University Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.



EXHIBIT B
FEES

Offering	Degrees	Batch	Price/Student
Online Platform, 8 Diagnostic Assessments, 2 PRE-ASSESS®	Engg	2020	INR 1100

*: Above prices are inclusive of Service Tax, applicable at 15% as on 1st June 2019

All payments are to be made 100% in Advance.

This price is applicable for 2020 Batch only.

Updates in Count of Students, Service, Prices and Terms for further batches needs to be mutually agreed upon and Exhibit C needs to be duly signed to renew the contract.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online 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 held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training 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.

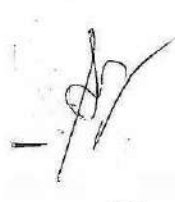


EXHIBIT C
CONTRACT EXTENSION DOCUMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 21st day of September, 2019 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at 1205 - 1206, 12th Floor, Welldone Tech Park, Sohna Road, Sector - 48, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

AND

City Engineering College having its principal place of business at Kanakapura Road (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

Signing this document will ensure the extension of contract between said Parties by a further 2 years till 31st March 2022.

Service to be offered by CoCubes.com are:

- A. Technology Platform
- B. 8 Diagnostic Assessments
- C. 2 Attempts for every registered candidate at writing PRE-ASSESS®

Commercials are as follows:

Offering	Batch	Degrees	Count of Students	Price/Student
As above	2020	BE	136	1100

*: Above prices are inclusive of Service Tax, applicable at 15% as on 1st June 2019

Payment Terms:

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online 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 held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training 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.


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