



CoCubes Technologies Pvt. Ltd.,  
A-1101, 11<sup>th</sup> Floor, Unitech Arcadia,  
Sohna Road, Sector - 49, Gurgaon,  
Haryana - 122018

**AGREEMENT**

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6<sup>th</sup> day of May, 2014 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11<sup>th</sup> Floor, Unitech Arcadia, Sohna Road, Sector - 49, 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

Techno India NJR Institute of Technology  
Udaipur having its principal place of business at \_\_\_\_\_ (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"

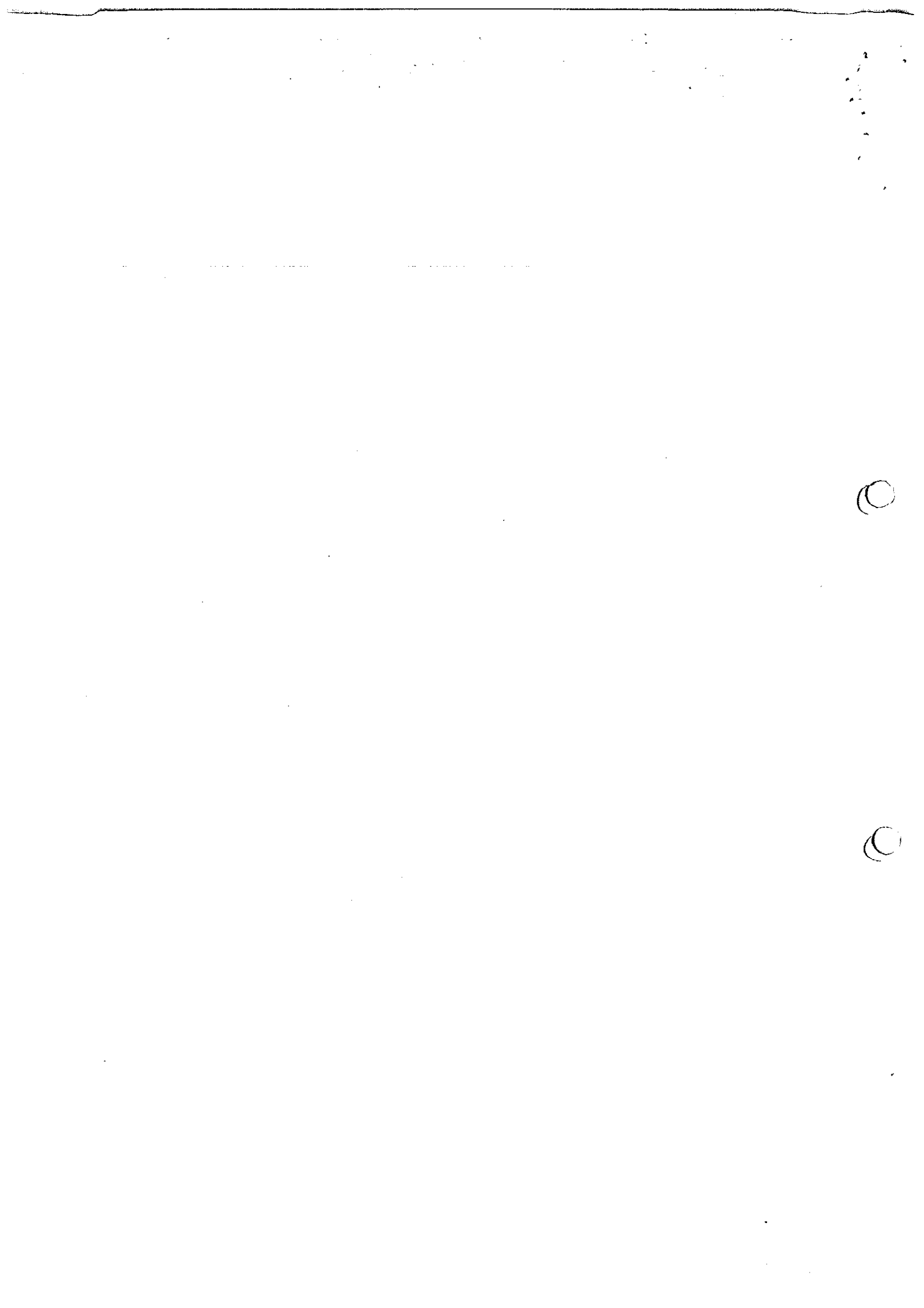
**WHEREAS:**

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.

TDS  
18200/-

**BILL PASSED**  
Ch. No. 94  
Amt. 162000  
Date 4/5/14

For Techno India NJR Institute of Technology  
  
(R.S. Vyas)  
Director

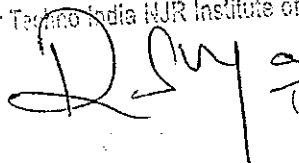


**NOW THIS AGREEMENT WITNESSES:**

**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](http://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.

For Techno India IJR Institute of Technology

  
(R.S. Vyas)  
Director

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](http://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](http://static.cocubes.com/document/reg_tc.html)

## 3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
150	2015	(Engineering)
50	2014	(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

For Techno India NJR Institute of Technology



(R.S. Vyas)  
Director

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](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").

For Techno India NJR Institute of Technology



(Signature)  
Director

#### 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 (2015 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:

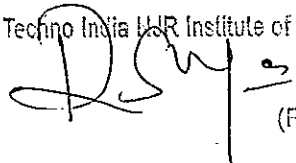
- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like 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.

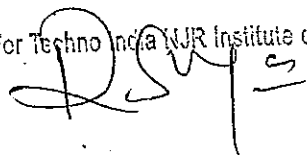
For Techno India IIR Institute of Technology



(R.S. Mittal)  
Director

- 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 are 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.

For Techno India NJR Institute of Technology

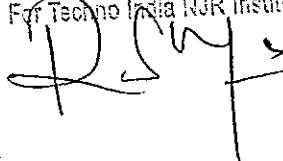


(R.S. V. S.)  
Director

## 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 or is 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

For Techno India IJR Institute of Technology



(R.S. Vyas)  
Director



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.

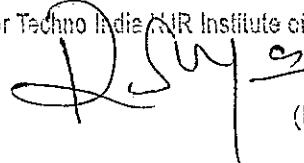
## **10. LIMITATION OF LIABILITY**

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

For Techno India / IIR Institute of Technology



(R. S. Vyas)  
Director

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

2014 &

12.1 The agreement for 2015 batch will commence from the Effective Date and will be valid till March 31<sup>st</sup>, 2015 (the "Term"). The Parties agree that all Students (for the 2014-15 batch) 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 and on such terms as mutually agreed. *The above program (or any part of it shall be delivered as mentioned in the agreement irrespective of the 'Term and Termination' clause. This clause is purely for ease in Accounting of 'Serviced Revenue' at the end of CoCubes.com. The scores achieved in the Pre-Assess of CoCubes.com will be valid for 12 months post the test.*

2013-14

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:

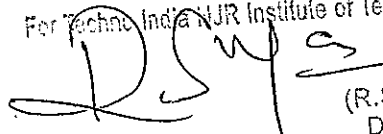
- (i) CoCubes commits a material breach of any of its obligations here under and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
- (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for 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.

For Techno India NIR Institute of Technology  
  
(R.S. Vyas)  
Director

(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.

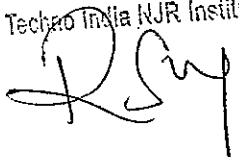
### 14. GENERAL PROVISIONS

#### 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, Harayana, 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

For Techno India IJR Institute of Technology  
  
P. S. V. 11  
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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.

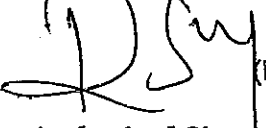
#### **14.6 Entire Agreement; Amendments**

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.

For Techno India NJR Institute of Technology

  
(R. S. S. S.)  
Director

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

<p>For and on behalf of The Institute For Techno India NJR Institute of Technology</p>  <p>(R.S. Vyas) Director</p> <p>Authorised Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>     <p>Authorised Signatory</p>
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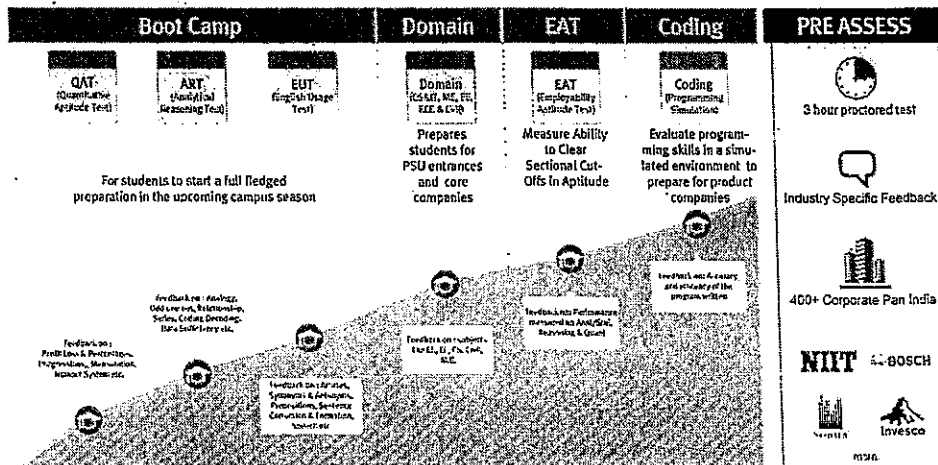
**EXHIBIT A  
SERVICES**

**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.
2. **Career Cell Process Management**
  - CoCubes shall provide Web enabled communication platform to manage internal placements and student data.
  - Online platform shall generate placement statistics for placements for your Institute.
  - SMS feature on the platform is limited in functionality. Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational. However, any other SMS feature via the Job Post section (for example to the Eligible/Applied/Offered/Declined/No-Response students) or under the Communication module (Group SMS) is not available. This is due limitations posed by TRAI. If there are any changes in the same, CoCubes will update the Institute/University towards the same.
3. **Career Development for Students**
  - CoCubes strives to make available career development opportunities with our clients (large, medium and small enterprises) by providing them details about the your esteemed institute. However, the final decision to visit an institute rests with the corporate.
  - List of corporate clients who have been associated with CoCubes (for career development or training services) is available at [www.cocubes.com/partners.aspx](http://www.cocubes.com/partners.aspx). As mentioned above, the final decision of these corporates to visit an institute rests with them; and not with CoCubes.

**4. Employability Enhancement of Students  
Career Test Program**

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.



For Techno India NIT Institute of Technology

*(Signature)*  
(R. S. Vyas)  
Director

### Career Test Scheduling & Reports

- Career Tests for final year students will be as per a monthly calendar as determined by CoCubes.com. Under special circumstances (to be deemed special by CoCubes.com), the dates can be mutually (Institute/University and CoCubes.com) determined. *Each student in final year will have the flexibility to select any of the 8 Career tests in the academic year.*
- Syllabus of the assessments will be shared with the Institute/University one week (in advance) before the designated assessment.
- Reports at University (Institute)/Degree/Branch/Student will be shared within two business days of completion of designated Career Test.
- Students of the final year will be exposed to series of career tests, which will:
  - Help them assess their strength and weaknesses on various topics including Analytical, Logical, Technical, English, Domain etc.
  - Aim to prepare the students for different career paths that they may aspire to follow. The three prominent ones include private jobs, government jobs and higher education
- The exhaustive list of career paths to choose (and design abovementioned packs) from is as shown below:

Career in Private Sector	Quantitative Aptitude Test, Analytical Reasoning Test, English Usage Test, Employability Aptitude, Domain Test
Career in Government Sector	Domain Test, PSAT, CDS (Defense Services)
Career in Higher Education	GATE, CAT

For Techno India NJR Institute of Technology



(R.S. Vyas)  
Director

**EXHIBIT B**  
**FEES**

Branch- Batch	Student Strength	Fees Per Student (INR)
MCA-2015	Greater than equal to 100	1000
MBA-2015	Greater than equal to 100	1000
Engineering- 2015	Less than 100 Students	1000

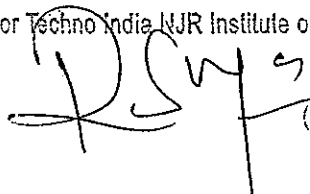
- Our services to educational institutes are exempt of Service Tax. The above prices are net landed price to the customer.
- All payments must be made 100% in Advance
- Please cross out batches/ degrees the Institute is not signing up for.

CoCubes requires that all the students in the Institute be bought online because the purpose of equal opportunity to every student in India to build career can be achieved if the student data is online with CoCubes. CoCubes will also charge the college at 35 paisa per SMS to send SMS'es via CoCubes.com. Please refer to Point 2 in Exhibit A to see which SMS'es can be sent and which can't.

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.

For Techno India NJR Institute of Technology

  
(R. S. M. S.)  
Director