

Aon Consulting Pvt Ltd Agreement

This document is regarding partnership with **Malla Reddy Institute of Technology & Science** ("Client") of **Aon Consulting Pvt. Ltd.**, for availing the Services defined hereinafter. We are bringing on record the following terms of our engagement.

COMMERCIAL TERMS FOR AGREEMENT

Scope of Services and Project Plan & Fees –


Degree	Batch	Product	Student Count	Unit Price Per Candidate
B.Tech	2020	7 Diagnostic Career Test + 2 PRE-ASSESS	195	INR 1300 all inclusive
MBA	2020	2 Diagnostic Career Test +1 PRE-ASSESS	29	INR 1000 all inclusive

LEGAL TERMS FOR AGREEMENT WITH INSTITUTES

- (a) This Agreement shall be on a "principal to principal" basis.
- (b) This Agreement shall, from **1-Oct-2019** (the "**Effective Date**") continue for a period of **One (1) year** ("**Term**"), unless terminated earlier.
- (c) The Services of Aon Consulting Pvt Ltd, shall be provided on a non-exclusive basis to the Institute.
 - I. Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd shall not be responsible for any loss of opportunity for those Students whose data is incomplete or inaccurate. Aon Consulting Pvt Ltd will not be held liable for any deviation, non-delivery or delay in provision of Services under this Agreement nor will Aon Consulting Pvt Ltd be deemed to be in breach of its obligations hereunder due to external factors beyond Aon Consulting Pvt Ltd control.


PRINCIPAL
Malla Reddy Institute of
Technology & Science

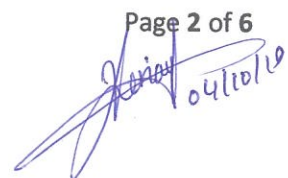



04/10/19


- (d) Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd, within one week of completion of Services by Aon Consulting Pvt Ltd. 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. Aon Consulting Pvt Ltd 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, Aon Consulting Pvt Ltd shall not be liable to refund the Fees back to the Institute.
- (g) **Payment terms** : 100% advance before start of delivery.
- (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 Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd's liability for damages under this Agreement will not exceed the amounts actually paid by the Institute to Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd subcontracting the whole / part of the Services to any contractor of its choice, provided that such subcontracting shall not relieve Aon Consulting Pvt Ltd from its obligations to the Institute under this Agreement. The assignment to Aon Consulting Pvt Ltd' 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) Aon Consulting Pvt Ltd Information. Each Party's respective Confidential Information will remain its sole and exclusive property.
 - II. The Receiving party shall


PRINCIPAL
Malla Reddy Institute of
Technology & Science




Page 2 of 6

04/10/16

- (i) not use the Confidential Information for any purpose except as expressly contemplated under this Agreement, except that Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd, 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. Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd shall maintain the confidentiality of such information during the term of this Agreement and for a period of three years from the date of expiry or termination of the Agreement or until any part of the Confidential Information enters the public domain or such Confidential Information is destroyed/ returned to the Disclosing Party on written instruction. For the avoidance of doubt, Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd 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 always comply with all applicable laws including those relating to personal data protection. The Institute agrees that Aon Consulting Pvt Ltd may transfer Institute data, physically or electronically, to its personnel and affiliates in India or overseas in connection with the performance of this Agreement.


PRINCIPAL
Malla Reddy Institute of
Technology & Science




04/10/19


- V. The Institute acknowledges that Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd 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. Aon Consulting Pvt Ltd retains all proprietary rights, title and interest in "Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd website, the Aon Consulting Pvt Ltd Online Platform (www.cocubes.com), user interfaces and screen designs; general purpose consulting and software tools; presentations including Aon Consulting Pvt Ltd' 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 Aon Consulting Pvt Ltd Institutes.
- III. To the extent that Aon Consulting Pvt Ltd utilizes any Aon Consulting Pvt Ltd Information, in connection with the performance of Services, such Aon Consulting Pvt Ltd Information shall remain the property of Aon Consulting Pvt Ltd. Nothing in this Agreement shall be construed to grant the Institute any rights in Aon Consulting Pvt Ltd Information, other than the limited license to use the Platform for access to the Services as specified hereunder.
- IV. Aon Consulting Pvt Ltd grants to the Institute a non-exclusive, non-sub-licensable, non-transferable license to use the Aon Consulting Pvt Ltd Information solely for the Institute's internal use. To the extent such license covers Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd's provision of Services related to such Aon Consulting Pvt Ltd Software.


PRINCIPAL
Malla Reddy Institute of
Technology & Science



Page 4 of 6

04/10/19

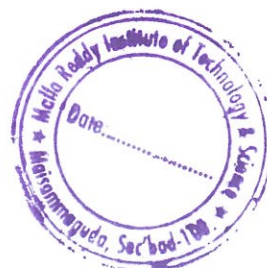
- V. The Institute acknowledges that Aon Consulting Pvt Ltd may be required to mention its indicative list of clients in its proposals, marketing materials, brochures and/ or similar documents and agrees that it has no objection to Aon Consulting Pvt Ltd making a reference to the Institute's name and usage of logo in the aforesaid documents. Provided, however, that any usage of trademark or service mark (other than its name) by Aon Consulting Pvt Ltd in any such document shall be with the Institute 's prior written consent.
- VI. Student data is the nonexclusive property of the Institute and Aon Consulting Pvt Ltd. The analysis generated from such Student data so accumulated belongs to Aon Consulting Pvt Ltd. Aon Consulting Pvt Ltd shall have the right to permit its Institutes to use the processed Student data as part of the Aon Consulting Pvt Ltd service offerings to its Institutes. Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd 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.
- VII. The Institute shall not, with respect to Aon Consulting Pvt Ltd 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 Aon Consulting Pvt Ltd Software or any part thereof or otherwise obtain or attempt to obtain the source code for Aon Consulting Pvt Ltd Software.

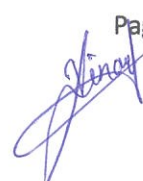
(m) **Force Majeure** –

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.


PRINCIPAL
Malla Reddy Institute of
Technology & Science

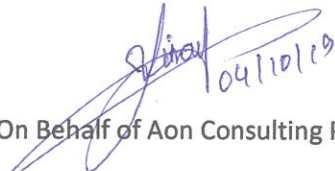


Page 5 of 6

04/10/19

- (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.

Disclaimers

It has to be noted that the fees charged by Aon Consulting Pvt Ltd 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, Aon Consulting Pvt Ltd does not charge fee in the name of any specific company.


On Behalf of Aon Consulting Pvt Ltd

Name: Vinay Singh

Designation: Regional Lead - Institutions (AP-TS)


PRINCIPAL
On Behalf of Institute
Malla Reddy Institute of Technology & Science
Name: K Ravinder
Designation: Principal