

Independent Contractor Contract

This Agreement was entered into on between **PUNEET KUMAR BHATIA** located in **Pune, Maharastra, India** (hereinafter “Contractor”) and Knowledge Transfer Consulting Services, Inc. conducting business at 3140 Neil Armstrong Blvd. Suite 121, Eagan, MN 55121(hereinafter “Company”). Whereas, Company is in the business of providing training management consulting, training services and other services for its Clients (existing customers and prospective customers of “Company”) and

Whereas, Contractor has represented to the Company is in all respects an independent contractor and Company acknowledges that, based on that representation. Company has agreed that it will not withhold or pay any federal or state taxes of any kind on behalf of Contractor. Contractor hereby agrees to hold Company harmless and indemnify Company of any and all tax claims, in any, relation to compensation that is paid to Contractor under the terms of this Agreement.

Contractor agrees to provide the instruction services outlined below and Company agrees to pay Contractor as outlined below:

Engagement Dates	Course
Feb 21 - 23	Introduction to DevOps – Course Details attached
Feb 28 – March 1	Introduction to DevOps continued – Course Details attached

Location: Refinitiv Divyasree Technopolis, HAL Airport Rd, Junction, Near, Marathahalli, Bengaluru – 560037

Contact Name:

Mahesh Naidu +91 9845993338

Services to be provided and expectations:

- All written communication with KTCS client is to be cc gary.gwaltney@ktcs.biz
- Contractor must provide quality training materials and quality hands on labs.
- Contractor will provide detailed set up instructions ensuring client’s students labs run smoothly.
- If Contractor requires KTCS client to use a paid subscription with AWS or AZURE, Contractor will may be responsible for excess usage fees. Contractor will remind each student to log off and shut down ALL services with AWS or AZURE to avoid excess usage fees.
- Instructor-led Training for above name class on above named date and per the attached course outline
- Instructor will have students sign into class and send that sheet or email of attendance to KTCS the morning of the first day of class
- Instructor will give students the information to complete class survey on last day of class and ensure each student completes before they leave class.

Fees: Upon completion of each engagement end date describes herein, the contractor shall be paid fees at the rate of 25,000 INR for each day of instruction rendered by the Contractor. The Company shall pay the balance due payment within 30 days invoice received from Contractor. If Contractor provides Set up for the class, Contractor acknowledges that Company will not be held liable for any damage to hardware or software that may occur prior to, or during the week of instruction.

Payment Information: ANY FEES ASSOCIATED TO TRANSFERING PAYMENT WILL BE PAID BY CONTRACTOR.

Expenses: Payment for Air and Hotel expenses, will be paid upon signature of this agreement. Contractor will submit an invoice 36,000 INR

Non-Solicitation: Contractor and its employee(s) agree not to solicit work from any of Company's client(s) to which they have been assigned on a contract basis during the term of this agreement, and for a period of at least twelve (12) months after the termination of services with the client or the termination or expiration of this Agreement.

Confidentiality: The Consultant acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts, procedures and pricing structure.

The Consultant agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.

The Consultant further agrees that he/she will not disclose his/her retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his/her relationship to the Company and of the services hereunder.

Termination: The Company may terminate this engagement upon written notice to the Contractor before ten business days prior to Engagement Start Date. Contractor may terminate this engagement upon written notice to the Company before ten business days prior to Engagement Start Date. If Contractor cancels or terminates for any reason within those ten business days prior to the Engagement Start Date the Contractor will be liable for any fees and expenses that the Company incurs for this engagement.

If Subcontractor persistently or repeatedly fails or neglects to carry out Subcontractor's Work or otherwise perform its obligations under this Agreement and fails within three days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, KTCS may, without prejudice to any other remedy it may have, terminate this Agreement and finish Subcontractor's Work by whatever method KTCS may deem expedient. Without prejudice to any other remedy KTCS may have, if the cost of finishing Subcontractor's Work exceeds the total sum that KTCS would have been

obligated to pay Subcontractor under this Agreement, if Subcontractor completed the Project Contract, Contractor will pay the difference to KTCS.

Integration/Modification: This Agreement contains the entire understanding among the parties concerning the subject matter of the Agreement. There are no representations, warranties, Agreements, or understandings, oral and written between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be amended only by a writing signed by both parties. If such a written amendment is entered into such written amendment shall modify only the provisions of this Agreement specifically modified and shall be deemed to incorporate by reference unchanged all remaining provisions of this Agreement.

Creative Works: All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the Company.

The Consultant shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control.

Contractor agrees that the Creative Works shall be considered a "work made for hire" as defined in the Copyright Act at 17 U.S.C. Section 101. Contractor agrees that all Creative Works are the exclusive property of the Company and hereby assigns to the Company all rights in the Creative Works including, without limitation, all patent, copyrights, trademark and trade secret rights (collectively, "Intellectual Property Rights").

Governing Law: Miscellaneous: This Agreement shall be governed by and constructed in accordance with the laws of the State of Minnesota. Venue for the purpose of any litigation or arbitration shall be in the appropriate Minnesota State Courts of Dakota County. In case any of the provisions for this Agreement shall for any reason be held to be invalid, illegal or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never contained herein.

In the event any Party shall be required to commence any action or proceeding against any other Party by reason of any breach of the Agreement, the person prevailing in such action or proceeding in any way connected with this Agreement or seek a judicial declaration of rights under this Agreement shall be entitled to recover from the other person or to be reimbursed the prevailing person's reasonable attorney's fees and actual cost including by t not limited to collection fees, court fees, expert witness fees and any other fees and any other fees and costs whether or not the proceeding or action proceeds to judgment.


Day/Date	Topics	Lab Work
Day-1 21st Feb 2020	<u>Introduction to DevOps and its Necessity</u> <ul style="list-style-type: none"> History of DevOps Configuration management What is DevOps Dev and Ops problem DevOps as a solution and Advantages Continuous Integration & Continuous Testing Continuous Deployment & Continuous Delivery DevOps Skills 	<u>Virtualization</u> <ul style="list-style-type: none"> Virtualization and Vagrant Concepts Hypervisors - Type 1 and Type 2 hypervisors Configuring VM using Oracle Virtual box and Vagrant. <u>Version Control Tools</u> <ul style="list-style-type: none"> Version Control tools - GIT Basics GIT commands Setting up github account.
Day-2 22nd Feb 2020	<u>Continuous Integration using Jenkins</u> <ul style="list-style-type: none"> Basic of Jenkins. Installation of Jenkins. Running Jenkins. Authentication and Authorization with Jenkins. Configuring github with Jenkins. Setting up Jenkins Pipeline. 	<u>Containerization using Docker</u> <ul style="list-style-type: none"> Containerization concepts Difference between Virtualization and containerization Introducing Docker Understanding images and containers Docker SDK and Installation Docker Engine Container Life Cycle
Day-3 23rd Feb 2020	<u>Dockerfile and Docker-compose</u> <ul style="list-style-type: none"> Docker File Docker Compose Working with containers – installing and running apps. 	<u>Docker Hub and Docker Swarm</u> <ul style="list-style-type: none"> Docker Hub repository Publishing Image on Docker Hub Introduction to Docker Swarm
Day-4 28th Feb 2020	<u>Configuration Management tools (Chef)</u> <ul style="list-style-type: none"> Introduction to Configuration management tools Setting up Chef DK, Chef client and workstation, 	<u>CI/CD with Docker</u> <ul style="list-style-type: none"> Integrating Docker with Jenkins Implementing CI/CD using Docker
Day-5 29th Feb 2020	<u>Basics of Kubernetes</u> <ul style="list-style-type: none"> Kubernetes Core components Kubernetes architecture Docker Swarm vs Kubernetes Understanding Pods, nodes, services 	<u>Single server kubernetes setup using Mini-cube</u> <ul style="list-style-type: none"> Installation and configuration of Kubernetes on single server (mini-cube) Kubernetes common commands Container orchestration using mini-cube
Day-6 1st Mar 2020	<u>Kubernetes cluster setup</u> <ul style="list-style-type: none"> Install and configure kubernetes master and nodes Setting up Kubernetes cluster Configure network on cluster nodes 	<u>Kubernetes deployments and advanced concepts</u> <ul style="list-style-type: none"> Kubernetes deployments Kubernetes on cloud (AWS) Auditing and troubleshooting Kubernetes cluster

_____ Initial and Date



Please fax back within 24 hours to (651) 994-4559

Accepted and Agreed To:

<hr/> Contractor Company	<hr/> Knowledge Transfer Consulting Services, Inc. Contractor Company
<hr/> Puneet Kumar Bhatia Printed Name and Title	<hr/> Sarah C. Gwaltney CEO, President Printed Name and Title
<hr/>  Signature	<hr/> Signature
<hr/> 11th Feb. 2020 Date	<hr/> Date
<hr/> Fax number	<hr/> Fax number

_____*Initial and Date*