INDEPENDENT SERVICE PROVIDER AGREEMENT

This INDEPENDENT SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into on < > (“Effective Date”) between Infogain India Private Limited, having its registered office at A-16 & A-21, Sector-60, Noida-201301, India “**Infogain or** **IIPL**” and Tekekinetics Network Systems Private Limited having its registered office at S-704, Regency Garden, Sec-6, Plot-10, Kharghar, Navi Mumbai – 410210, **(“Telekinetics or TKNS / Independent Service Provider” or “ISP”).**

**WHEREAS** Infogain is principally in the business of providing software consultancy, design and development services; Infogain group companies include Infogain India Private Limited, Infogain India BPO Private Limited and Infogain Systems Private Limited;

**WHEREAS** ISP is in the business of providing Staff Augmentation and Information Technology (“**IT**”) related managed services (collectively, “**Services**”).

**AND WHEREAS** IIPL desires that ISP provides certain services (“**Services**”) as defined hereunder, as specified in Work Orders **(“WO(s)”)** appended, or to be appended, to this Agreement, to IIPL or to the customer of IIPL (“**Customer**”) named in each WO.

**NOW THEREFORE,** in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties mutually agree as follows:

1. **Definitions**

**Terms in this Agreement not otherwise defined shall have the following meanings:**

1. **Staff Augmentation Services**

**Staff Augmentation Services** (“**SAS**”) shall mean the supply of suitably qualified, skilled and experienced software professionals (“**Consultants**”) by ISP to the Customer stated in the applicable WO, at the premises of Customer, whose Services will be technically managed by Customer, to produce the desired work product (“**Work Product**”).

Each Staff Augmentation Project, if any, shall be covered by a separate WO substantially as per sample format defined in Exhibit-A appended hereto.

1. **IT related Services**

**IT Related Managed Services** (“**ITRMS**”) shall mean the Services of ISP’s Consultants, to be managed by ISP, to produce the Work Product required by the Customer stated in the applicable WO.

Each ITRMS Services Project, if any, shall be covered by a separate WO substantially as per sample format defined in Exhibit-B appended hereto.

1. **Agreement**

**“Agreement”** shall mean this document, Annexure-A and WO (s) appended, or to be appended, hereto; and:

* + - Appendix-A and Exhibit-A for SAS.
    - Appendix-B and Exhibit-B for ITRMS.

1. **Project**

**“Project”** shall mean a set of related Services covered by a single WO (and any amendments and or extensions thereto).

1. **Confidential Information**

**“Confidential Information”** means any information provided by IIPL and/or its Customer(s) to ISP hereunder, whether orally, in writing, or by inspection of tangible objects, that relates to the actual or anticipated business and/or products, research or development of IIPL and/or its Customer(s). Confidential Information includes, without limitation, software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information. Notwithstanding the foregoing, Confidential Information shall not include any such information which ISP can establish (i) was publicly known or made generally available prior to the time of disclosure to ISP; (ii) becomes publicly known or made generally available after disclosure to ISP through no wrongful action or inaction of ISP; or (iii) is in the rightful possession of ISP, without confidentiality obligations, at the time of disclosure as shown by ISP’s then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

1. **Affiliate**

**“Affiliate”** means with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity.

1. **Performance of each SAS WO**

## Each SAS WO shall be performed in accordance with Appendix-A.

1. **Performance of each ITRMS WO**

## **Each ITRMS WO shall be performed in accordance with Appendix-B.**

1. **Payments for Services**
   1. **Payments**

Payments for the Services shall be made in accordance with the applicable WO. For each candidate hired by IIPL, IIPL shall pay ISP a Service Fee / Mark up not exceeding 35% of the candidate’s CTC on a monthly basis. ISP to share the offered CTC details of every contractor.

* 1. **Payment Terms**
     1. Where the Services are rendered for a Customer of IIPL or IIPL itself, the undisputed amount of each invoice (and any disputed amount following its resolution) shall be paid by IIPL within sixty five (65) days of receipt or resolution (of disputed amount), 
     2. Any invoice not disputed by IIPL within five (5) days of receipt by IIPL shall be assumed to be correct and accepted by IIPL.
     3. Upon MSME registration certification submission, every invoice shall be paid by IIPL within 45 days of submission by TKNS.
  2. **Expenses**

IIPL shall reimburse ISP for its reasonable out-of-pocket expenses incurred by ISP in the performance of the Services, as defined in the WO and or otherwise agreed by IIPL in writing; provided these are pre-approved by IIPL before ISP incurs any such expenses.

* 1. **Taxes**

Unless otherwise specifically stated in the applicable WO, all Fees and Expenses stated in each WO are inclusive of any and all duties, levies and taxes payable, except for applicable GST if any, which shall be paid by IIPL. IIPL shall deduct from each invoiced amount, applicable Tax Deduction at Source (“**TDS**”) and shall provide to ISP, the applicable TDS Certificates and certificates in respect of any other applicable withholdings made by or on behalf of IIPL, in respect of the Services.

1. **Confidentiality**
   1. ISP will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and ISP will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services for or on behalf of IIPL, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of IIPL.
   2. ISP shall restrict disclosure (and or copying of) Confidential Information only to the limited extent required in the performance of the Services, to only those of its employees and subcontractors pre-approved by IIPL (collectively its “**Representatives”**) who need to know for such performance. Recipient shall ensure that its Representatives comply with the confidentiality obligations hereunder and are bound in writing by obligations no less restrictive than those hereunder. ISP may also disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, ISP shall provide prior written notice to IIPL and seek a protective order or such similar confidential protection as may be available under applicable law. ISP agrees that no ownership of Confidential Information is conveyed to ISP.
   3. ISP agrees to promptly inform IIPL of any unauthorized disclosure of Confidential Information. In the event of a breach of ISP’s confidentiality obligations hereunder, IIPL may have no adequate remedy in monetary damages and, accordingly, may immediately seek injunctive relief against such breach.
   4. The obligations of confidentiality hereunder shall survive termination of this Agreement howsoever caused.
   5. On termination of this Agreement or on request by IIPL, ISP shall promptly return or destroy (without retaining any copies) all Confidential Information in its possession or control and if required by IIPL, so certify in writing.
   6. The terms for the mutual non disclosure of confidential information are applicable and reciprocated by IIPL to TKNS as per this Agreement.
2. **Intellectual Property Rights (IPR)**
   1. **Assignment of Inventions**: ISP agrees that all right, title and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by ISP, solely or in collaboration with others, during the term of this Agreement and solely arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, “**Inventions**”), are the sole property of IIPL. ISP also agrees to promptly make full written disclosure to IIPL of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to IIPL all right, title and interest in and to the Inventions. Any assignment to IIPL of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, ISP hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. All expenses related to such actions that IIPL may want / intend to undertake, shall be solely borne by IIPL.
   2. **ISP Materials:** All materials and intellectual property of ISP existing prior to ISP providing the Services and Work Product, or developed by ISP other than as part of such Services or Work Product (collectively, the “**ISP Materials**”) shall remain the sole and exclusive property of ISP. ISP will provide IIPL prior written notice if, in the course of performing the Services, ISP includes any ISP Materials in Work Product. If ISP includes ISP Materials in any Work Product, ISP hereby grants IIPL a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such ISP Materials, without restriction, including, without limitation, as part of or in connection with any Invention, and to practice any method related thereto.
   3. **Third party software and related materials:** Consultant will not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by any third party into any Invention without IIPL’s prior written permission.
   4. **Maintenance of Records:** ISP agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by ISP (solely or jointly with others) during the term provided such Records are part of deliverables as per an issued WO / this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by IIPL. Such records are and remain the sole property of IIPL at all times and upon IIPL’s request, ISP shall deliver (or cause to be delivered) the same.
   5. **Further Assurances:** ISP agrees to assist IIPL, or its designee, at IIPL’s expense, in every proper way to secure IIPL’s rights in Inventions in any and all countries, including the disclosure to IIPL of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that IIPL may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to IIPL, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. ISP further agrees that ISP’s obligations under this Section 4.E shall continue after the termination of this Agreement.
   6. **Attorney-in-Fact:** ISP agrees that, if IIPL is unable because of ISP’s unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure ISP’s signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to IIPL in Section 6.A, then ISP hereby irrevocably designates and appoints IIPL and its duly authorized officers and agents as ISP’s agent and attorney-in-fact, to act for and on ISP’s behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by ISP, permissions (in advance) for such action shall not be unreasonably withheld by ISP. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.
3. **General Warranty**

ISP warrants to IIPL that it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of these) necessary to effectively and properly render all Services hereunder.

ISP warrants that it shall exercise due skill, care and competence in line with industry standards in its performance of the Services.

ISP warrants that it shall not directly or otherwise inter act with any Customer except to the limited extent required to perform its obligations hereunder, unless expressly authorized by IIPL.

1. **Warranty of Title and Non-Infringement**

ISP represents and warrants that (i) it has sufficient rights in the Work Product and any other rights related to the Services to perform its obligations under Section 6 (IPR) of this Agreement; it has obtained, and as to future Work Product, will obtain, agreements with its personnel sufficient to allow it to assign rights as set forth in this Agreement to IIPL (or Customer if specified by IIPL), and to otherwise perform its obligations under this Agreement; and (iii) in performing the Services, it will not use or create any process, program, design, device or material, that infringes any USA or foreign patent, copyright, trade secret or other intellectual property or contract right.

Such warranty of Title & Non-Infringement shall no apply if modifications to software are carried out by ISP resources under directives of IIPL or customer resources.

1. **Progress Monitoring**

ISP agrees that:

IIPL has the right at any time and from time-to-time during the performance of the Services: To participate in any meeting, discussion or negotiation; to request and receive any information within the control of or in the possession of or obtainable by ISP; to review any technical, commercial or other information or decisions; and to reject or require ISP to reconsider and resubmit any proposed recommendations, proposals or decisions of ISP impacting the Services.

No exercise of the foregoing rights shall give rise to any claim by ISP for any extra Fees or Expenses.

At least once each month, ISP shall hold a meeting with IIPL’s authorized representatives to discuss the progress of the Services in respect of each WO.

1. **IIPL Materials:** 
   1. Any information, data, materials or instructions (collectively “**IIPL Materials**”) furnished by IIPL (and or Customer), for use by ISP under this Agreement, shall, as between the parties, remain the sole property of IIPL, and shall be returned to IIPL on request by IIPL or on termination of the applicable WO or this Agreement.

* 1. **Restrictions Related to Use of Publicly Available Software:** Unless otherwise agreed between the parties in writing, IIPL will ensure that the IIPL Materials provided by IIPL to ISP under this Agreement, are not governed, in whole or in part, by any open source license that requires, as a condition of use, modification or distribution, that the open source licensed thereunder, or modifications or derivative works thereof, be made available or distributed in source-code form or be licensed for the purpose of preparing derivative works or distribution at no fee. Copyleft Licenses include (A) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (B) the Mozilla Public License; (C) the Sun Industry Standards License (SISL), (D) the Affero General Public License (AGPL), and (E) to the extent applied to software, all Creative Commons “sharealike” licenses.

1. **Term and Termination**
   1. This Agreement shall be valid from the Effective Date and shall automatically terminate at the end of three (3) years from the Effective Date unless extended prior to its expiry by mutual written agreement of the parties or terminated by either party by two (2) months’ written notice to the other party.
   2. Infogain can terminate any SOW / WO for convenience after serving 30 calendar days’ notice to the ISP or on an immediate basis in case end client terminates the engagement where the services of Consultants were utilised. Incase of immediate termination, IIPL shall be liable for 30 days pay in lieu of the notice. All payments related to the services delivered during the notice period shall be released by IIPL as per Payments Terms in the WO / Agreement.
   3. In the event of a material breach of this Agreement, the non-breaching party may, except as otherwise provided, serve a written notice of default on the party in breach. The notice of default shall specify the material breach in detail. If the party in breach of the written notice does not cure the material breach within two (2) weeks of the receipt of the aforesaid notice, then the non-breaching party may terminate this Agreement by written notice of termination.

* 1. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement and or any SOW upon five (5) days written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors; in such case, this Agreement shall terminate on the expiration of the five (5) days’ notice of termination.
  2. Infogain shall have a right to terminate any SOW / WO or part of a SOW / WO on an immediate basis in case there is termination of engagement from end Client. Infogain shall be liable for 30 days payment in lieu of the notice of 30 days in such a situation.

1. **Indemnification**

ISP agrees to indemnify and hold harmless IIPL, its Customers, and their respective affiliates, directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of ISP or ISP’s assistants, Consultants, employees, contractors or agents, (ii) any breach by the ISP or ISP’s assistants, Consultants, employees, contractors or agents of any of the covenants contained in this Agreement, (iii) any failure of ISP to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party’s rights resulting in whole or in part from the IIPL’s use of the Inventions or other deliverables of ISP under this Agreement.

ISP’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the gross negligence or willful misconduct of IIPL.

Such indemnity shall only be applicable provided such act is proven to be solely due to reasons attributed to ISP.

1. **Disclaimer and Limitation of Liability**
   1. **Disclaimer**

Except for the warranties explicitly stated hereunder, ISP makes no other warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

* 1. **Limitation of Liability**
     1. Except for claims arising from ISP’s breach of its obligations under Section 5 (Confidentiality), Section 8 (Warranty of Title and Non-Infringement) and Section 12 (Indemnification), in no event shall either party be liable with respect to its obligations under or arising out of this Agreement for any consequential, indirect, incidental, special, exemplary, or punitive damages (including, without limitation, cost of cover, loss of data or lost profits) arising out of any performance of this Agreement or in furtherance of the provisions or objectives of this Agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if such party has been advised of the possibility of such damages.
     2. In no event shall the aggregate liability of IIPL exceed the total payment received by ISP from IIPL in respect of the WO which results in a claim.
     3. Except for claims arising from ISP’s breach of its obligations under Section 5 (Confidentiality), Section 8 (Warranty of Title and Non-Infringement) and Section 12 (Indemnification), in no event shall the aggregate liability of ISP exceed the total payment received by ISP from IIPL in respect of the WO which results in a claim.
     4. The exclusions and limitation of liability provisions under this Section 13 b) (Limitation of Liability) shall apply to the fullest extent permitted by applicable law.
     5. The parties acknowledge that the limitations set forth in this Section 13 b) (Limitation of Liability) determine in part the amount of consideration set forth in this Agreement.
  2. **Precedence**
     1. The provisions of this Agreement shall prevail over any conflicting terms in any Annexure, Appendix, Exhibit, WO or any other attachment, appended, or to be appended, hereto.
     2. Notwithstanding the foregoing, IIPL shall have the right to include any Customer Specific Provisions in the section provided for this purpose in the applicable WO; such provisions shall prevail over this Agreement but only in respect of that particular WO.
     3. The provisions of this Section 13 shall prevail over any conflicting terms elsewhere in this Agreement.

1. **Non-Solicit, Non-Hire and Liquidated Damages**
   1. During the term of this Agreement:
      * If any of ISP’s Consultant (s) leave their employment or assignment with ISP, or otherwise become unavailable to ISP, IIPL (and or applicable Customer) shall have the option, at no additional Fees or Expenses, of hiring such Consultant (s) after 9 months of relieving from ISP.
      * In addition, IIPL reserves the right to hire any Consultant of ISP assigned to perform Services hereunder, if so required by the applicable Customer after such Consultant has rendered Eighteen (18) months of Services here under, subject to mutual agreement of the parties, with two (2) weeks’ notice to ISP, and without payment of any fees to ISP for such hire. Any early conversion would be executed on mutual agreement.
      * In addition, if a Consultant becomes unavailable to render Services hereunder, for any reason, before completing one (1) month of Services hereunder, then the Services of such Consultant shall not be billable and ISP shall not raise an invoice for the same
   2. Except as provided hereinabove, neither party shall, without the prior written consent of the other party, during and for one (1) year after the expiry or termination of this Agreement, solicit, offer or in any way, directly or indirectly, either itself or in association with any other person or entity, encourage any employee, subcontractor or agent of the other party to leave the other party to work for the soliciting, offering or encouraging party.

The parties have incurred considerable expense in training and engaging their personnel. If either party shall, in breach of the foregoing, hire, directly or indirectly, as a subcontractor or employee, in any capacity, any employee, subcontractor or agent of the other party, the hiring party shall pay the other party, as liquidated damages, INR 5 Lakhs for every such person so hired. The parties agree that said amount is a reasonable estimate of the costs and expenses that each party will have incurred as a result of recruiting, training and transporting such a person.

1. **Non-Compete**

For each Customer who’s Confidential Information has been disclosed hereunder:

During the term of this Agreement, and for a period of one (1) year thereafter, or for so long as the Customer remains a customer of IIPL and or its Affiliates, whichever is later, ISP shall not, without the prior written approval of IIPL (which approval shall not be unreasonably withheld), directly or indirectly, either itself or in association with any other person or entity, solicit for or provide any services to the Customer. ISP shall route such business via IIPL.

1. **Non-Exclusivity**

Nothing in this Agreement shall be construed to preclude:

* 1. ISP, subject to its obligations of Confidentiality (as that term is defined in Section 5) and Non-Compete (as that term is defined in Section 15), from representing, and performing services for, or being employed by such additional clients or employers as ISP, in its sole discretion, considers appropriate.
  2. IIPL from hiring or retaining such other service providers as IIPL, in its sole discretion, considers appropriate.

1. **Insurance**

ISP shall maintain worker’s compensation insurance coverage, medical insurance coverage, and any other employer related insurance coverage as required by relevant & applicable laws and regulations, that is applicable to the ISP for the services due to be rendered hereunder.

1. ISP must comply fully at all times with applicable national and international anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and applicable EU, OECD and Council of Europe anti-bribery rules. ISP will not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of (a) influencing any act or decision of any government official or political party (or candidate thereof) (collectively, “Officials”); (b) inducing an Official to do or omit to do any act in violation of the lawful duty of that Official; or (c) inducing an Official to use influence with a non-U.S. government or instrumentality to facilitate ISP’s performance of its obligations under this Agreement.
2. ISP shall comply with California Consumer Privacy Act, General Data Protection Regulation and any other relevant and applicable laws and regulations which are applicable by virtue of providing services.
3. **Force Majeure**

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control; performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

If ISP suffers a Force Majeure event for a period exceeding thirty (30) days, then IIPL shall have the right to terminate this Agreement immediately by written notice & abide by the Payment Terms as per this Agreement.

1. **Authority**

**Each party represents and warrants that:**

* 1. It is a corporation duly organized, validly existing and in good standing;
  2. It has all requisite power and authority to enter into and perform its obligations under this Agreement;
  3. There are no actions, suits, or proceedings pending, or to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Agreement or on its operations, business properties, assets or conditions.
  4. The person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement.
  5. It has read this Agreement, understands it and agrees to be bound by it.
  6. It has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference.

1. **Relationship of Parties**
   1. Any work performed by ISP in connection with this Agreement shall be performed by ISP as an independent contractor, and not as an employee, agent, joint venture or partner of IIPL.
   2. ISP shall be permitted to use as Consultants its own employees as well as its full-time formal subcontractors (that are pre-approved by IIPL). For the purpose of this Agreement, all Consultants assigned by ISP to perform Services hereunder shall be considered solely ISP’s employees for whom ISP shall be fully responsible for discharging all employer related obligations.
   3. ISP, shall at all times, maintain such supervision and control over its employees and agents (including subcontractors) as is necessary to preserve its independent contractor status.
   4. Notwithstanding the foregoing, IIPL shall be entitled to represent the experience and credentials of ISP, as its own, while marketing IIPL’s services to its customers.
2. **Dispute Resolution**
   1. The parties will attempt in good faith to amicably resolve any dispute, claim or breach arising out of or relating to this Agreement, including its termination, whether based on contract, tort or otherwise, by negotiations between executives of the parties.
   2. Any such dispute, claim, or breach, which the parties cannot resolve to their mutual satisfaction through aforesaid good faith negotiations within thirty (30) days’ written notice by either party to the other (of such dispute, claim or breach), shall be submitted by either party to arbitration. Arbitration shall be held in Mumbai, India. The arbitration shall be conducted as per the provision of the Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

The prevailing party in any arbitration or other proceeding shall, in addition to all other relief, be entitled to recover its costs, including reasonable expert witness expense, cost of reasonable management time and its reasonable attorneys’ fees.

1. **Notices**
   1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:
      1. By personal delivery when delivered personally;
      2. By overnight courier upon written verification of receipt;
      3. By telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission; or
      4. By certified or registered mail, return receipt requested, upon verification of receipt.
   2. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section 23 (Notices).
2. **Entire Agreement**
   1. This Agreement, including the, Appendices, Exhibits and WO (s) appended to (or to be attended to) this Agreement, constitutes the entire Agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written.
   2. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each party.
3. **Governing Law and Compliance with Law**
   1. **Governing Law**

This Agreement shall will be governed and construed in accordance with the laws of India; jurisdiction shall be the courts of Delhi.

The parties expressly acknowledge and agree that the United Nations Conventions on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement.

* 1. **Compliance with Law**

The parties shall comply with all applicable foreign, national, state, regional, territorial and local laws and regulations in performing their respective duties hereunder. Neither party will export to or import from, any portions of the Work Product or related materials to any destination prohibited or restricted by the export/import control laws of USA or any other law of a country, territory, state or region without prior written authorization from the appropriate governmental authority. In the event Consultants and/or other personnel of ISP, who are involved in the performance of this Agreement, are foreign nationals, ISP agrees to assume all responsibility for compliance with the applicable immigration laws.

1. **SECURITY AND PRIVACY.**

Site and System Access. If ISP is granted access to any: (a) IIPL facility or location (each a “Site”); or (b) IIPL’s systems networks, databases, computers, telecommunications or other information systems owned, controlled or operated by or on their respective, behalf (collectively “Systems”), then such access is subject to ISP’s compliance with all then-current IIPL policies. Any access to any Sites or Systems is strictly for the purpose of ISP’s performance of the Services during the Term.

Data Security and Privacy. ISP warrants and represents that:; (b) ISP will establish, maintain, and comply with an information security program that shall: (i) meet the highest standards of best industry practice to safeguard IIPL Data; (c) ISP, and the ISP personnel, will not, directly or indirectly, sell, rent, disclose, distribute, commercially exploit, or transfer any IIPL Data or any information that can be used to identify particular individuals to any third party for any purpose whatsoever; (d) ISP will not collect, access, utilize, process, store, copy, modify, create derivative works of, or disclose any IIPL Data except as specified in the applicable SOW; (e) upon the termination of any resource’s engagement, ISP will immediately notify IIPL; and (f) ISP will comply at all times with all IIPL privacy policies, and all applicable foreign and domestic laws, orders and regulations relating to privacy and data protection.

Notification of Security Breach. ISP will notify IIPL immediately following the discovery of any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any IIPL Data or any other suspected breach or compromise of the security, confidentiality or integrity of any IIPL Data (“Security Incident”). ISP agrees that it will not communicate with any third party, including but not limited to the media, ISPs, consumers and affected individuals regarding any Security Incident without the express written consent and direction of IIPL.

1. **No Waiver**

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

1. **Severability**

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. This Agreement shall remain in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision that most nearly reflects the intention of the parties.

1. **Interpretation**

Both parties have participated in the negotiations for preparation of this Agreement. In no event, therefore, shall this Agreement be construed more or less stringently against either party.

1. **Headings**

The paragraph and section headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain or aid in the interpretation, construction or meaning of the provisions of this Agreement.

1. **Successors and Assigns**

Each party shall have the right to assign this Agreement without the consent of the other party to an entity that succeeds to all or substantially all of the business or assets of such party.

Otherwise, neither party shall have the right to assign this Agreement without the prior written consent of the other party; such consent not to be unreasonably withheld.

Any assignment or attempted assignment of this Agreement not permitted by this Section 29 (Successors and Assigns) shall be void.

This Agreement shall be binding on the parties hereto and their respective successors (by merger, acquisition or otherwise) and permitted assigns.

1. **Survival**

The clauses in the Agreement that expressly or impliedly have effect after expiry or termination will continue to have effect notwithstanding expiry ortermination.

1. **Further Assurances**

Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

1. **Audit and Inspection**

Infogain shall have a right to access to relevant & applicable documents of the individuals who are being offered as a staff by the Company. The Company should adhere to all the laws which are applicable to it. Infogain reserves the right to audit Supplier facilities and processes at any time where staff records are maintained under this extension to determine compliance with the terms of the Agreement and with applicable laws. The supplier should adhere to any request which is made by Infogain within 7 days.

**IN WITNESS WHEREOF**, the authorized representatives of the parties to this Agreement have executed and delivered this Agreement, with the intent to be bound as of the date first set forth above.

For: **Infogain India Private Limited** For: **Telekinetics Network Systems**

**Private Limited**

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Signature Signature

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Name Name: Awaneesh Mishra

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Title Title: Global Sales Head

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Date Date: 17th Feb ‘21

**Appendix-A**

**Each SAS WO shall be performed as follows:**

1. IIPL (and or Customer) has the right to examine the resumes of the Consultants and to interview them to assess their suitability to perform the Services. IIPL (and or Customer) may at any time request ISP to replace any Consultant for any non-discriminatory reason; if such request is made within five (5) working days of the date from which the Consultant started rendering of Services, then no payment will be required to be made by IIPL to ISP in respect of the Services rendered by such Consultant; else payment in respect of the Services of such Consultant shall be made by IIPL up to and including the date of request.
2. In order to maintain continuity, unless otherwise mutually agreed between IIPL and ISP in writing, ISP shall not make any changes to its Consultants assigned to perform Services under any WO, except in case of illness, or as a result of any Consultant being not available to ISP.
3. In all cases where a replacement Consultant is required by IIPL, ISP will promptly provide a suitable replacement Consultant at its own expense (expense means cost of sourcing, if applicable).
4. The Consultants will commence Services for IIPL (or Customer as applicable) at the location stated in the applicable WO in accordance with the services description, start date and duration of Services specified therein.
5. Unless otherwise defined in a WO: For Services to be rendered at IIPL (or IIPL’s Customer if specified by IIPL) premises:

IIPL (or IIPL’s Customer if specified by IIPL) will, at its sole cost, provide Consultants with all materials and support necessary for the performance of the Services, including but not limited to hardware, software, communications facilities, media, work space and reference documentation.

Consultants agree to abide by general policies and procedures of IIPL (or IIPL’s Customer if specified by IIPL), including health, safety, security, work hours and work days, in delivering the Services.

1. Unless otherwise defined in a WO: For Services to be rendered at ISP premises, ISP will, at its sole cost, provide Consultants with all materials and support necessary for the performance of the Services, including but not limited to hardware, software, communications facilities, media, work space and reference documentation.
2. Consultants will provide the Services as directed by IIPL (or IIPL’s Customer if specified by IIPL) or its authorized representative (s).
3. Unless otherwise agreed in any WO, ISP will invoice IIPL for Services on a Time and Material basis, monthly, or, if the Services are completed in less than a month, upon completion of the Services.
4. The number of hours billed for each Consultant shall be as per monthly time sheets approved by IIPL. The hours billed shall be charged as per the hourly rate (s) specified for each Consultant in the WO.
5. The fees invoiced shall include all reasonable travel and living expenses and any other direct, non-labor charges, in accordance with the WO and or as otherwise agreed in advance by IIPL in writing.
6. **Customer Specific T&C**

In addition to the provisions hereunder, each SAS WO shall be subject to the additional Customer Specific Terms and Conditions, if any, stated in the applicable SAS WO.

For: **Infogain India Private Limited** For: **Telekinetics Network Systems**

**Private Limited**

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Signature Signature

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Name Name: Awaneesh Mishra

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Title Title: Global Sales Head

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Date Date

**Appendix-B**

1. **Information Technology Related Managed Services: “Project Summary”** in each WO shall mean the summary of Services to be performed to complete the Project covered by the WO. In each Project Summary:

“**Service**” shall mean a discrete task (s).

“**Service Description**” means the functional description of the Service.

“**Input (s**)” means the specific logical information, materials and documentation that will be used to perform each Service.

“**Deliverable**” means a specific output and or results to be produced by the Process.

“**Work Product**” means all Deliverables collectively.

“**Scope**” means the extent of work covered by the Service.

“**Specification**” means the functional and or technical requirements and or other parameters to which each Deliverable is required to conform.

“**Services** **Location**” means: The location at which Services will be performed:

* Onsite: Premises of IIPL and/or its Customer if so specified by IIPL; and or
* Offsite: Premises of ISP (unless the Project Summary specifies a different location); and or
* Any other location if so specified in the Project Summary.

“**Process**” means the specific technical task that will be used to perform the Service on the Input (s) to produce the specified Deliverable (s).

“**Acceptance Criteria**” shall mean the procedures and performance standards required for acceptance by IIPL (and or Customer if specified by IIPL) of each Deliverable.

“**Equipment**” shall mean collectively, for each Process, all the office facilities including IT equipment, including but not limited to the server (s), PC (s) and associated peripheral devices, including communications equipment, that are reasonably required to prepare and test each Deliverable.

“**Resources**” shall mean any personnel to be supplied or made available by either party (and or Customer if specified by IIPL) that are required to perform the Services.

**“Estimated Completion Date”** means the date by which a Deliverable is expected to be completed assuming both parties complete their respective responsibilities on time.

1. **Performance of each Service**
   1. Each Service will be performed at the specified Services Location and will use the Resources (including Equipment) to be provided by ISP and or IIPL and or IIPL’s Customer, as applicable.

ISP will use the applicable Input (s) and using the defined Process, produce the Deliverable in accordance with the Scope and the Specification.

After suitable internal testing, ISP will submit each completed Deliverable to IIPL for review and acceptance.

* 1. **Acceptance Procedure for each Deliverable:**
     + IIPL (and or Customer if specified by IIPL) shall review/test each Deliverable submitted by ISP for conformity with the Specification and the Acceptance Criteria and notify ISP within ten (10) business days or such other mutually agreed period (“**Review Period**”) either that the Deliverable is accepted, or that the Deliverable is rejected and provide ISP with a list of defects and or non-conformances with the Specification (collectively “**Defects**”) with adequate detail to reasonably enable ISP to correct such Defects.
     + ISP shall correct the Defects so reported within ten (10) business days or such other mutually agreed period (“**Correction Period**”) and shall re-submit the corrected Deliverable to IIPL (and or Customer if specified by IIPL) who will then repeat acceptance testing as set forth above. This process of review, correction and acceptance testing will continue until the Deliverable is accepted.
     + In the event that ISP fails to achieve acceptance of a Deliverable within thirty (30) business days or such other mutually agreed period (“**Total Correction Period**”) of its first submission of the Deliverable to IIPL (and or Customer if specified by IIPL) for review (excluding the time taken by IIPL (and or Customer if specified by IIPL) to review the same and report the results thereof to ISP with adequate detail reasonably required for correction as aforesaid), then IIPL may, at its sole discretion: Allot further time to ISP to achieve acceptance of the failed Deliverable; or IIPL may, on written notice, terminate the WO, without obligation, liability or penalty of any kind, shall return such failed Deliverable to ISP and ISP shall refund any monies previously paid to ISP by IIPL in respect of such failed Deliverable as well as all other Deliverables that IIPL is reasonably unable to use. .
     + Both parties shall take timely action to ensure acceptance of each Deliverable by the Estimated Completion Date.
     + Notwithstanding anything to the contrary, where the Services are performed for an IIPL Customer, in addition to any acceptance testing by IIPL, each Deliverable will be subject to acceptance testing by the Customer and such Deliverable will be considered as accepted only after it has been accepted by the Customer.
  2. **Defect Correction Service**

For each accepted Deliverable, ISP will correct, at no charge to IIPL for Fixed Price Projects, all Defects reported by IIPL (and or Customer if specified by IIPL) to ISP as per ISP’s then Standard Defect Reporting Procedure, during the period (“**Maintenance Period**”), if any, stated in the Project Summary. ISP shall have no liability or responsibility for Defects detected after completion of the Maintenance Period.

* 1. **IIPL Responsibility on Expiry of Maintenance Period:**

Upon expiration of the Maintenance Period, if any, IIPL (and or Customer if specified by IIPL) shall be solely responsible for the management and control of its use of the applicable Deliverable.

* 1. **Risks and Risk Mitigation Actions**

The parties will cooperate with each other to contain defined Risks via the Mitigation Actions stated in the Project Summary.

1. **Change Requests (“CR”s): Changes in Scope of Services, Specifications and Assumptions**

* This WO is based on the Scope, Specifications and Assumptions defined herein for each Service. Any change in the foregoing may result in changes to the Price, Estimated Completion Schedule and or other provisions of this WO.
* CR Procedure: IIPL may issue a CR which will describe the proposed change, the rationale for the change, and obtain from ISP, the expected effects, if any, that the change will have on the Price, Estimated Completion Schedule, and or any other provisions of this WO.
* Each CR must be approved by the Project Managers of both parties in order to be binding; else it shall have no effect.

1. **Responsibilities of the Parties**
   * **General:** Each party shall fully cooperate with and assist the other party in the performance of the Services and shall undertake the obligations specified hereunder at its own expense. Each party shall provide all information and access to its personnel, reasonably required by the other party in the performance of its obligations hereunder.
   * **Project Managers:** Throughout the term of the WO, each party shall designate a qualified employee, agent, or independent contractor who will act as its Project Manager with overall responsibility for the coordination and performance of the party’s activities under the WO.
2. **Responsibility for Facilities and Equipment at the Work Location**
   * **IIPL Facilities:** Upon reasonable prior notice by ISP, for Services to be performed at a IIPL specified Work Location, IIPL will, at its sole cost and expense, provide for ISP’s use, as required during the term of and in accordance with the WO, the office facilities including Equipment at the applicable Work Location.
   * **ISP Facilities:** For Services to be performed at an ISP specified Work Location, except as otherwise stated in the applicable WO, the responsibility for the office facilities and Equipment shall rest with ISP.
   * For the purpose of this Section 5, IIPL shall mean IIPL and or IIPL’s Customer as applicable.
3. **Schedule of Payments**
4. The WO will state whether the Services are to be performed on a Time and Material basis or on a Fixed Price Basis.
5. For Services to be performed on a Time and Material basis:
6. Unless otherwise agreed in any WO, ISP will invoice IIPL for Services monthly in arrears, or, if the Services are completed in less than a month, upon completion of the Services.
7. The number of hours billed for each Consultant shall be as per monthly time sheets approved by IIPL. The hours billed shall be charged as per the hourly rate (s) specified for each Consultant in the WO.
8. For Services to be performed on a Fixed Price basis:
   1. IIPL shall pay to ISP the Amount Payable on Acceptance for each Deliverable/Milestone as per the Project Summary in the WO.
   2. ISP shall present an invoice to IIPL, on completion of each Project Deliverable/milestone, as per the WO.
9. **Customer Specific T&C**

In addition to the provisions hereunder, each ITRMS WO shall be subject to the additional Customer specific Terms and Conditions, if any, stated in the applicable ITRMS WO.

For: **Infogain India Private Limited** For: **Tekekinetics Network Systems**

**Private Limied**

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Signature Signature

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Name Name: Awaneesh MIshra

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Title Title: Global Sales Head

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Date Date:

# Exhibit-A

# WORK ORDER: Staff Augmentation Services

This **Work Orde**r (“**WO**”) effective **<Date>** defines Services to be performed for Customer by ISP on behalf of IIPL under the **Independent Service Provider Agreement** dated < Parental agreement date > (“**Agreement**”), executed by Infogain India Private Limited “IIPL” and <PARTNER NAME> “ISP”.

1. **WO Number: <WO Number> Customer Name: <Customer Name>**
2. **Services:**

**ISP will provide the Services of the following Consultants to Customer on behalf of IIPL:**

| **Consultant Name** | **Services Location** | **Services Description** | **Base Daily Rate**  **(Amount and Currency)** | **Start**  **Date** | **Duration or End Date** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |

1. **Standard Working Days:** Monday through Friday, excluding public holidays at the Services Location
2. **Standard Working Hours: Unless mutually agreed otherwise between the parties:**

**Services rendered from outside India:** 8 hours per working day, excluding time taken for lunch, between 0900 and 1800, unless otherwise mutually agreed between the parties.

**Services rendered from within India:** 9 hours per working day, excluding time taken for lunch, between 0800 and 1800, unless

otherwise mutually agreed between the parties.

1. **Time Sheets:** Weekly/monthly.
2. **Payment Schedule/Invoicing Period:** Monthly.
3. **Acceptance Criteria for Services:** Time Sheet, duly approved by IIPL.
4. **Permitted Expenses:** Pre-approved expenses, only with prior written authorization from IIPL: Air fare (Economy), visa cost, boarding, lodging and local transportation.

**Permitted Expenses for international travel:** Pre-approved expenses, only with prior written authorization from IIPL: Air fare (Economy), Visa cost, overseas Medical Insurance premium, Lodging, Boarding and Local Transportation.

**Out-Station Expenses for domestic travel:** Payable if Consultant is required to provide Services away from the Services Location specified above: Travel, Lodging, Boarding and Local Transportation.

1. **Customer Specific Terms and Conditions applicable to this WO:**
2. **Public Holidays**: Will be as per Infogain / Infogain’s customer Calendar based on the location of deployment. No Services shall ordinarily be required to be rendered on such Public Holidays as per Infogain / Infogain’s customer Calendar, so such Public Holidays shall not ordinarily be billable; however, if Services ARE rendered on Public Holidays, pursuant to client prior request and approval, then such days shall be eligible for comp-off.
3. Furlough periods as announced by client shall be followed by IIPL. Any such furlough period announced by Infogain’s Client shall not be billable.
4. Infogain or Infogain’s customer, if so desired by the customer, has the right to hire each Consultant after such Consultant has rendered Eighteen (18) months of Services here under, subject to mutual agreement of the parties, with two (2) weeks’ notice to ISP, and without payment of any fees to ISP for such hire. Any early conversion would be executed on mutual agreement.
5. If a Consultant becomes unavailable to render Services hereunder, for any reason, ISP shall provide a replacement within four (4) weeks from the date of such unavailability at no cost to IIPL.
6. In addition, if a Consultant becomes unavailable to render Services hereunder, for any reason, before completing one (1) month of Services hereunder, then the Services of such Consultant shall not be billable.
7. Infogain or Infogain’s customer, if so desired by the customer, has the right to ramp down the resource due to performance or business reasons.  If the ramp down is for business reasons, then IIPL shall provide the service provider with four (4) weeks’ notice.  If the ramp down is for performance reason then there is 7 days notice period applicable. IIPL shall have a right to ramp down on an immediate basis with 4 weeks notice or equivalent monthly pay in lieu, in case there is termination of engagement from end Client.
8. Consultants being rejected by client post joining, will be released on immediate basis and such cases will not attract billing, provided such release notice is issued within 5 days.
9. Consultants being hired on a proactive approach or towards a billing position will be billed once the client billing is initiated. On-boarding process at client end will not be billable which shall not exceed 3 working days from the date of onboarding.
10. For each candidate hired by Infogain, Infogain shall pay ISP a Service Fee / Mark up not exceeding 35% of the candidate’s CTC on a monthly basis. ISP to share the offered CTC details of the contractor.
11. Infogain shall have a right to access to applicable documents of the individuals who are being offered as a staff by ISP. ISP should adhere to all the laws which are applicable to it.
12. ISP should adhere to any request which is made by IIPL within 7 working days.

The WO term shall prevail over any conflicting terms of MSA. IN WITNESS WHEREOF, the authorized representatives of the parties to this WO have executed and delivered this Agreement, with the intent to be bound as of the date first set forth above.

For: **Infogain India Private Limited** For: **Tekekinetics Network Systems**

**Private Limied**

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Signature Signature

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Name Name: Awaneesh MIshra

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Title Title: Global Sales Head

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Date Date:

**EXHIBIT-B**

**WORK ORDER: IT RELATED MANAGED SERVICES**

This **Work Order** (“**WO**”) effective **<Date>** defines Services to be performed for and Work Product to be delivered by ISP to Customer on behalf of IIPL under the **Independent Service Provider** **Agreement** dated < ---------- > (“**Agreement**”) between ISP and IIPL.

1. **WO Number: Customer Name (if applicable): <Customer Name>**
2. **Services:**

ISP shall provide Services to Customer on behalf of IIPL in accordance with the following Project Summary:

| **Services Description** | **<SRS>** | **<Design>** | **<Development** | **<Testing>** |
| --- | --- | --- | --- | --- |
| **Services Description** |  |  |  |  |
| **Input (s) Required** |  |  |  |  |
| **Work Product (Deliverable) Description**  **(Including Documentation)** |  |  |  |  |
| **Scope** |  |  |  |  |
| **Specification** |  |  |  |  |
| **Services Location** |  |  |  |  |
| **Process** |  |  |  |  |
| **Acceptance Criteria** |  |  |  |  |
| **Estimated Completion Date** |  |  |  |  |
| **Amount Payable on Acceptance** |  |  |  |  |
| **Assumptions** |  |  |  |  |
| **Dependencies** |  |  |  |  |
| **Risks and Mitigation actions** |  |  |  |  |
| **Resources to be provided by IIPL** |  |  |  |  |
| **Resources to be provided by ISP** |  |  |  |  |
| **Maintenance Period** |  |  |  |  |

1. **Project Managers**

**IIPL/Customer:** < ------------------------------ >/< ------------------------------ >

**ISP:** < ------------------------------ >

1. **Progress Reporting**

< ------------------------------ >

1. **Pricing: <Time and Material or Fixed Price>**
2. **Price/Payment Schedule: Fixed Price Services**

* IIPL shall make payment for the Accepted Deliverables and or Milestones as per the Project Summary.
* Expenses: IIPL shall reimburse the following reasonable, actual and necessary expenses, provided they are pre-approved by IIPL’s Project Manager: Train Fare (AC-2Tier), Boarding, Lodging and Local Transportation.

1. **Price/Payment Schedule: Time and Material services**

Services will be invoiced to IIPL on a monthly basis as per the following hourly rates:

| **Role/Skill Type** | **Service Location** | **Base Daily Rate (Amount and Currency)** |
| --- | --- | --- |
| < ------------------------------ > | < ------------------------------ > | < ---------- > |
| < ------------------------------ > | < ------------------------------ > | < ---------- > |
| < ------------------------------ > | < ------------------------------ > | < ---------- > |

**Standard Working Days: Monday through Friday, excluding public holidays.**

**Standard Working Hours: Unless mutually agreed otherwise between the parties:**

* **Services rendered from outside India:** 8 hours per working day, excluding time taken for lunch, between 0900 and 1800, unless otherwise mutually agreed between the parties.
* **Services rendered from within India:** 9 hours per working day, excluding time taken for lunch, between 0800 and 1800, unless otherwise mutually agreed between the parties.

**Time Sheets:** Weekly/monthly.

**Invoicing Period:** Monthly

**Out-Station Travel Expenses:** Payable if Consultant is required to provide services away from location specified above: Boarding, lodging and transportation.

1. **Customer Specific Terms and Conditions applicable to this WO:**

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For: **Infogain India Private Limited** For: **Tekekinetics Network Systems**

**Private Limied**

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Signature Signature

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Name Name: Awaneesh MIshra

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Title Title: Global Sales Head

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Date Date: