MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into as **of the Effective date** (“Effective Date”) as per the date in the Signatory section, between Telekinetics Network Systems Private Limited, having its registered office at S-704, Regency Garden, Sec-6, Plot-10, Kharghar, Navi Mumbai – 410210, India **(“TKNS” / “Telekinetics”)** and Consultant having its registered office at xxxxxxxxxxxxxxxxxxxxx, and having CIN xxxxxxxxxxxxxxxxxxxxx **(“Consultant” / “Service Provider” / “ISP”).**

**WHEREAS** Telekinetics is principally in the business of providing software consultancy, design and development services;

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

**AND WHEREAS** TKNS 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 TKNS or to the customer of TKNS (“**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.
2. **Agreement - “Agreement”** shall mean this document, Annexure-A and WO (s) appended, or to be appended, hereto;
3. **Project - “Project”** shall mean a set of related Services covered by a single WO (and any amendments and or extensions thereto).
4. **Confidential Information - “Confidential Information”** means any information provided by TKNS 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 TKNS 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.
5. **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.
6. **Performance of each SAS WO**

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

1. **Payments for Services**
   * 1. **Payments -** Payments for the Services shall be made in accordance with the applicable WO. For each candidate hired by TKNS, TKNS shall pay ISP a Service Fees as per the Rate Card Agreed.
     2. **Payment Terms**
        1. Where the Services are rendered for a Customer of TKNS or TKNS itself, the undisputed amount of each invoice (and any disputed amount following its resolution) shall be paid by TKNS within Forty Five (45) days of receipt or resolution (of disputed amount), 
        2. Any invoice not disputed by TKNS within Forty Five (45) days of receipt by TKNS shall be assumed to be correct and accepted by TKNS.
        3. Upon MSME registration certification submission, invoices shall be paid by TKNS within 45 days of submission by Service Provider.
   1. **Expenses**

TKNS 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 TKNS in writing; provided these are pre-approved by TKNS 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 TKNS. TKNS 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 TKNS, 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 TKNS, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of TKNS.
     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 TKNS (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 TKNS 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 TKNS of any unauthorized disclosure of Confidential Information. In the event of a breach of ISP’s confidentiality obligations hereunder, TKNS 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 TKNS, ISP shall promptly return or destroy (without retaining any copies) all Confidential Information in its possession or control and if required by TKNS, so certify in writing.
     6. The terms for the mutual non-disclosure of confidential information are applicable and reciprocated by TKNS to Service Provider 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 TKNS. ISP also agrees to promptly make full written disclosure to TKNS of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to TKNS all right, title and interest in and to the Inventions. Any assignment to TKNS 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 TKNS may want / intend to undertake, shall be solely borne by TKNS.
     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 TKNS 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 TKNS 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 TKNS’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 TKNS. Such records are and remain the sole property of TKNS at all times and upon TKNS’s request, ISP shall deliver (or cause to be delivered) the same.
     5. **Further Assurances:** ISP agrees to assist TKNS, or its designee, at TKNS’s expense, in every proper way to secure TKNS’s rights in Inventions in any and all countries, including the disclosure to TKNS of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that TKNS 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 TKNS, 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 TKNS 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 TKNS in Section 6.A, then ISP hereby irrevocably designates and appoints TKNS 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 TKNS 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 TKNS.

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 TKNS (or Customer if specified by TKNS), 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 not apply if modifications to software are carried out by ISP resources under directives of TKNS or customer resources inspite of advice not to do such modification by ISP resources.

1. **TKNS Materials:** 
   * 1. Any information, data, materials or instructions (collectively “**TKNS Materials**”) furnished by TKNS (and or Customer), for use by ISP under this Agreement, shall, as between the parties, remain the sole property of TKNS, and shall be returned to TKNS on request by TKNS or on termination of the applicable WO or this Agreement.
     2. **Restrictions Related to Use of Publicly Available Software:** Unless otherwise agreed between the parties in writing, TKNS will ensure that the TKNS Materials provided by TKNS 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.
2. **Term and Termination**
   * 1. This Agreement shall be valid from the Effective Date and shall automatically terminate at the end of one (1) year 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. Telekinetics 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.
     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.
     4. 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.
     5. Telekinetics 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.
3. **Indemnification**

ISP agrees to indemnify and hold harmless TKNS, 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 TKNS’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 TKNS.

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.
     2. **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 TKNS exceed the total payment received by ISP from TKNS 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 TKNS 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.
     3. **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, TKNS 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.
2. **Non-Solicit, Non-Hire and Liquidated Damages**
   * 1. During the term of this Agreement:
        1. If any of ISP’s Consultant (s) leave their employment or assignment with ISP, or otherwise become unavailable to ISP, TKNS (and or applicable Customer) shall have the option, at no additional Fees or Expenses, of hiring such Consultant (s);
        2. In addition, TKNS 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 Twelve (12) 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.
        3. 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
        4. 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.
3. **Non-Compete**

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

During the term of this Agreement, and for a period of five (5) years thereafter, or for so long as the Customer remains a customer of TKNS and or its Affiliates, whichever is later, ISP shall not, without the prior written approval of TKNS (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 all such business via TKNS.

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. TKNS from hiring or retaining such other Service Providers as TKNS, in its sole discretion, considers appropriate.

1. **Insurance**

ISP must 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. **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 TKNS 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 TKNS.
     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 TKNS). 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, TKNS shall be entitled to represent the experience and credentials of ISP, as its own, while marketing TKNS’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 overnight courier upon written verification of receipt;
        2. 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.
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 Mumbai.
     2. **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.
4. **SECURITY AND PRIVACY.**

Site and System Access. If ISP is granted access to any: (a) TKNS facility or location (each a “Site”); or (b) TKNS’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 TKNS 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 TKNS Data; (c) ISP, and the ISP personnel, will not, directly or indirectly, sell, rent, disclose, distribute, commercially exploit, or transfer any TKNS 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 TKNS Data except as specified in the applicable SOW; (e) upon the termination of any resource’s engagement, ISP will immediately notify TKNS; and (f) ISP will comply at all times with all TKNS 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 TKNS immediately following the discovery of any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any TKNS Data or any other suspected breach or compromise of the security, confidentiality or integrity of any TKNS 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 TKNS.

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**

Telekinetics 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. Telekinetics 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 Telekinetics 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:**  **Telekinetics Network Systems Private Limited** | **For:**  **Consultant (xxxxxxxxxxxxx)** |
| --- | --- |
| Signature: | Signature: |
| Name: Awaneesh Mishra | Name: |
| Designation: Sales Head | Designation: |
| Date: 01st Aug ‘21 | Date: 01st Aug ‘21 |

Appendix - A

**Terms and Conditions including Commercial Terms**

1. TKNS (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. TKNS (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 TKNS 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 TKNS up to and including the date of request.
2. In order to maintain continuity, unless otherwise mutually agreed between TKNS 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 TKNS, 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 TKNS (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 TKNS (or TKNS’s Customer if specified by TKNS) premises:

TKNS (or TKNS’s Customer if specified by TKNS) 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 TKNS (or TKNS’s Customer if specified by TKNS), 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 TKNS (or TKNS’s Customer if specified by TKNS) or its authorized representative (s).
3. **Responsibilities of the Parties**
   1. **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.
   2. **Project Managers:** Throughout the term of the WO, each party shall designate a qualified Project Manager with overall responsibility for the coordination and performance of the party’s activities under the WO.
4. **Responsibility for Facilities and Equipment at the Work Location**
   1. **TKNS Facilities:** Upon reasonable prior notice by ISP, for Services to be performed at a TKNS specified Work Location, TKNS 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.
   2. **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.
   3. For the purpose of this Section, TKNS shall mean TKNS and or TKNS’s Customer as applicable.
5. **Standard Working Days:** Monday through Friday, excluding public holidays at the Services Location
6. **Standard Working Hours:** Unless mutually agreed otherwise between the parties, 10 hours per working day, excluding time taken for lunch & tea breaks, between 0800 and 1800, unless otherwise mutually agreed between the parties. Prorating shall be done as monthly fee divided by 24 days.
7. **Time Sheets:** Weekly / monthly. The number of hours billed for each Consultant shall be as per monthly time sheets approved by TKNS
8. **Payment Schedule / Invoicing Period:** Monthly.
9. **Acceptance Criteria for Services:** Time Sheet, duly approved by TKNS.
10. **Permitted Expenses:** Pre-approved expenses, only with prior written authorization from TKNS: Air fare (Economy), visa cost, boarding, lodging and local transportation.

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

1. **Customer Specific Terms and Conditions:**
2. **Public Holidays**: Will be as per Telekinetics / Telekinetics’s customer Calendar based on the location of deployment. No Services shall ordinarily be required to be rendered on such Public Holidays as per Telekinetics / Telekinetics’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.
3. Furlough periods as announced by client shall be followed by TKNS. Any such furlough period announced by Telekinetics’s Client shall not be billable.
4. Telekinetics or Telekinetics’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 TKNS.
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. Telekinetics or Telekinetics’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 TKNS 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. TKNS 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 10 working 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 10 working days from the date of onboarding.
10. Telekinetics 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.
11. ISP should adhere to any request which is made by TKNS within 7 working days.
12. The WO terms shall prevail over any conflicting terms of MSA.
13. **Price Schedule: Time and Material services**

Services will be invoiced to TKNS on a monthly basis as per the following Yearly rates (& prorated as per time sheets into months (divide by12) / days (month divided by 24) : -

| **Sl. No.** | **Relevant**  **Experience Bracket** | **Dev / DevOps**  **(INR / Year)** | **QA**  **(INR / Year)** |
| --- | --- | --- | --- |
| 1 | 2 - 4 | 480,000 | 400,000 |
| 2 | 4+ - 8 | 875,000 | 750,000 |
| 3 | 8+ - 10 | 11,00,000 | 950,000 |
| 4 | 10+ | 12,50,000 | 11,50,000 |