



KSQUARE INC. CONSULTING AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between **Ksquare Inc.** (“Ksquare”) a Texas corporation, with the principle location at 222 W. Las Colinas Blvd, Suite # 1455, Irving, Texas 75039 and Phone: 214-300-9954 and Vendor:

COMPANY NAME	Saika Technologies
EIN	471837290
ADDRESS	400 E Royal Lane suite 290 Irving TX 75039
CONTACT NAME(S)	Anil Tanneru
PHONE	214 612 0504
FAX	
E-MAIL	hr@saikatech.com
CORP/LLC/ PARTNERSHIP/SOLE PROPRIETOR	Corp

1. SCOPE AND PURPOSE:

Vendor will provide hereunder, from time to time as requested by Ksquare Inc. , computer software and systems services (“Services”) to or for the benefit of Ksquare Inc. or its clients (“Client” or “Clients”). The computer professionals (“Consultants”) employed or otherwise retained by Vendor shall be technically competent and available to perform the Services. Vendor shall provide any requested information concerning Consultants’ respective skills, training and experience. Vendor will, at its expense, promptly replace any Consultant that Ksquare Inc. and/or its Clients, in their sole discretion, determine to be unsatisfactory for the Services.

2. WARRANTY:

Vendor guaranties that the consultant will start at the client’s work location on the date specified in the work order and that shall perform the Services in a competent and workmanlike manner in accordance with prevailing professional standards in the computer services industry, as well as in compliance with all applicable requirements and procedures at any facility of Ksquare Inc. or its Clients. Vendor and Consultants will not take any action adverse to the best interests and professional reputation of Ksquare Inc. or to its relationship with its Clients or employees of Clients (“Employees”) and, in this regard, Vendor shall not have any direct communications or dealings of any type with Clients concerning Services provided hereunder and shall not promote Vendor’s business



interests in any communications and dealings hereunder with Clients. In return, Ksquare will not hire the consultant provided by the vendor directly or indirectly.

3. INVOICING AND PAYMENT:

Vendor will invoice Ksquare Inc. every month with signed and approved client's time sheets. All Services performed are subject to Clients' acceptance. Ksquare Inc. will pay all appropriate invoiced charges within 30 days from its receipt invoice, except no payment will be due from or made by Ksquare Inc. to Vendor for: (i) Services for which Clients withhold or refuse payment to Ksquare Inc. due to dissatisfaction (in their sole discretion) with Consultants or with their performance of Services, quality of performance or conduct within the first two weeks; (ii) Services for which timely invoices and/or signed timesheets have not been submitted by Vendor or Vendor Consultant(s), as per the guidelines in this paragraph 3; or (iii) Services provided by any Consultants during the thirty (30) day period immediately preceding such Consultants' final date of performance on a project where Vendor, without Ksquare Inc.'s prior written consent, withdraws one or more Consultants from a project prior to its scheduled completion date. Services will be invoiced and paid at the applicable hourly rate(s) for such Consultants set forth on the Attachment hereto as amended. Such hourly rate(s) will be the sole and entire charge and cost to Ksquare Inc. for or with respect to the Services. No premium overtime wages will be paid for any work over forty (40) hours per week. Vendors will not modify such hourly rate(s) for the lesser of the duration of Consultant's project or one (1) year. Consultants are the employees of Vendor and not of Ksquare Inc. and, accordingly, Vendor will pay (and shall not be entitled to any contribution or reimbursement from Ksquare Inc. with respect to) any and all salaries, wages, federal or state or local taxes (e.g., income, unemployment insurance, disability insurance), withholdings (including FICA), worker's compensation, benefits, expenses (e.g. travel, relocation per diem) or other costs relating to Consultants. Any reimbursable expenses incurred by Vendor and set forth on Vendor's invoice will be paid to Vendor upon Ksquare Inc.' receipt from Client of such reimbursement. Any reimbursable expenses must be accompanied by an original receipt in order for Vendor to receive reimbursement.

3.1 Client Prompt Payment Discount— (not applicable).

3.2 Insurance Requirements: Agency shall maintain and cause Agency's subcontractors to maintain during the term of this Agreement (i) workers' compensation insurance as prescribed by both Federal and State law; (ii) employer's liability insurance with limits of at least three million dollars (\$3,000,000); (iii) automobile liability insurance, for hired and non-owned vehicles, with limits of at least three million dollars (\$3,000,000) combined single limit for bodily injury and property damage per occurrence; (iv) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including blanket contractual liability and broad form property damage, with limits of at least three million dollars (\$3,000,000) for personal and advertising injury; and (v) two

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million dollars (\$2,000,000) minimum general aggregate. All CGL and automobile liability insurance shall designate Client and Ksquare and their respective officers, directors, agents and employees as additional named insured's. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Ksquare or Client shall apply on an excess basis. Agency agrees that Agency, Agency's insurer(s) and anyone claiming by, though, under or on Agency's behalf shall have no claim, right of action or right of subrogation against Ksquare or Client or their customers based on any loss or liability insured against under the foregoing insurance. Agency and Agency's subcontractors shall furnish, prior to the start of work and at least thirty (30) days prior to any renewal of insurance, certificates and/or adequate proof of the foregoing insurance, including if specifically requested by Ksquare, endorsements and policies. Ksquare shall be notified in writing at least thirty (30) days prior to cancellation of or any change in any of the policies required by this Section 2.3g. Insurance companies providing coverage under this Agreement must be rated by A-M Best with at least an A- rating

4. REPRESENTATIONS:

Vendor's Services are retained on an "at will" basis and the quantity and duration of Services to be requested hereunder are within the sole discretion of Ksquare Inc., and no binding commitments, representations or assurances with respect thereto have been made by Ksquare Inc.. Vendor is an independent contractor with respect to the Services performed hereunder and it and its Consultants are not employees, agents, partners or joint ventures of or with Ksquare Inc., nor otherwise authorized to bind Ksquare Inc. in any manner. Vendor will provide to Ksquare Inc. all reasonable access and cooperation to enable Ksquare Inc. to inspect the Services performed by Vendor and Consultants hereunder, and all such Services (including all computer programs, designs, codes or other compilations thereof or resulting there from) shall become the sole and exclusive property of Ksquare Inc. and its Clients..

5. TERM AND TERMINATION:

(A) This Agreement shall be effective as of the date set forth in the first paragraph of this Agreement and shall continue until terminated as per this Article 5. This Agreement may be renewed or extended by writing signed by the parties and attached hereto as an Exhibit.

(B) Ksquare Inc. may terminate this Agreement and/or remove Vendor's Consultant: (i) immediately upon written notice to Vendor for cause; (ii) immediately upon written notice to Vendor if requested by Client; (iii) In the event that Ksquare Inc.'s Client terminates the project to which Vendor or its Consultants has been assigned; or (iv) For any reason with fifteen (15) business days prior written notice to Vendor. In the event of such termination, Vendor will be paid for any work performed up to the date of such termination.



(C) Vendor may terminate this Agreement: (i) immediately with written notice to Ksquare Inc. for any material breach of this Agreement by Ksquare Inc. which has not been cured within fifteen (15) business days after Ksquare Inc. receives written notice of such breach from Vendor; (ii) Upon providing fifteen (15) calendar days prior written notice to Ksquare Inc.; or (iii) At any time for any reason with Ksquare Inc.' written consent. Notwithstanding the foregoing, Vendor acknowledges that Ksquare Inc. has a contractual agreement with its Client under which it cannot remove any personnel provided to Client without Client's prior consent. Therefore, Vendor agrees that it shall not remove any Consultant provided hereunder without the prior written consent of Ksquare Inc..

6. CONFIDENTIALITY:

It is acknowledged that Vendor and Consultants will acquire confidential and proprietary information (collectively, "Confidential Matter") concerning Ksquare Inc., its Clients, and its dealings and method of dealings with its Clients and also with its Employees, whether verbal or written. Vendor and Consultants shall not directly or indirectly use or disclose any Confidential Matter of the other unless otherwise permitted by a writing signed by Ksquare Inc.. Upon the conclusion of the providing of Services hereunder, Vendor and Consultants promptly shall return to Ksquare Inc. all documents and information (including computer generated or stored matters) concerning Ksquare Inc., its Clients and Employees, and all Services hereunder. The obligations under this paragraph shall survive the termination of the providing of Services hereunder and Vendor will advise Consultants of their obligations hereunder.

7. NONSOLICITATION/NONCOMPETE:

During the period in which Vendor provides Services hereunder and continuing until one (1) years following the last date on which Vendor provides Services hereunder, Vendor and Consultants agree: (i) not to directly or indirectly solicit business of or from or seek or accept employment with Ksquare Inc. 's Clients for which Vendor provides or provided Services hereunder; and (ii) not to directly or indirectly solicit the employment or retention of any of Ksquare Inc. 's Employees wherever located or of any consultant or third party providing services to or for the benefit of Ksquare Inc. the sites, operations or projects of Ksquare Inc. 's Clients concerning which Vendor provided Services hereunder Notwithstanding any language to the contrary herein, Vendor understands that Client (for the purpose of this paragraph, "Client" may also include: a) the Client's customer; b) the ultimate end user of Client's services; or c) any party in between the Client or the ultimate end user, that enables Vendor personnel to provide services to the end user) has the contractual right to hire any personnel supplied by Ksquare Inc. to Client, at any time. Therefore, Vendor agrees that unless otherwise specified in a work order, Client (Not Ksquare Inc.) shall be entitled to make an offer of permanent employment or otherwise hire any employee of Vendor furnished hereunder after Vendor employee has been on assignment hereunder for six (6) consecutive months, with no fee being provided to Vendor. In the event that either Client hires a personnel of Vendor under this Article 7,

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Vendor agrees to release Client and/or Ksquare Inc. from any further liability for such hiring other than what is stated in this Article 7, and agrees release any hired personnel from any restrictive covenants they might have with Vendor. The extent, to which the terms this Section 7 shall apply may, as necessary and from time to time, be modified by the parties, which modifications shall be set forth in a writing signed by both parties and attached hereto.

8. COMPLIANCE/AUDIT:

Vendor agrees that, prior to providing any Services to Ksquare Inc. 's Clients hereunder (or in the case where Vendor is already providing Services to Ksquare Inc. 's clients, within ten (10) days of the date hereof), Vendor will cause each Consultant to execute a copy of each of the following documents: (i) a work order, attached as Attachment A; and (ii) Consultant's Acknowledgment attached hereto as Attachment B all of which will acknowledge each Vendor Consultant's consent and agreement to abide by and be bound by the provisions hereof. Vendor further agrees to provide Ksquare Inc. with a copy of the above-mentioned forms prior to commencing work for the Client, or if the Vendor Employee is already providing services to the Client, within one week after being provided such forms by Ksquare.

Vendor agrees that Ksquare Inc. shall have the right, upon ten (10) days' notice, to audit any documents that are produced in connection with this Agreement or the services provided pursuant to it. Such documents shall include, but shall not be limited to, records that document the rate that Vendor pays its 'personnel', regardless of whether the 'personnel' are employees or obtained through a third party. Such audit shall be conducted by mail if deemed practical Vendor (Vendor shall mail the audit items to Ksquare Inc., at Ksquare Inc.' sole expense). If such audit cannot be performed by mail, in Ksquare Inc.' reasonable discretion, then such audit shall be performed at Vendor's primary place of business, at Ksquare Inc.' expense.

9. INDEMNIFICATION

Vendor hereby agrees to indemnify, defend and hold harmless Ksquare Inc. and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by: (1) any third party against any Indemnified Party for (i) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or willful misconduct of Vendor or Consultant in providing any Services; or (ii) the representations and warranties made by Vendor or Consultant, or their breach; and (2) by the Client against any Indemnified Party to the extent such Liabilities arise out of or result from the Vendor's providing any Services. Ksquare Inc. shall promptly notify Vendor of any claim subject to indemnification hereunder and Vendor shall, at Ksquare Inc.' option, conduct the defense or settlement of any such claim at Vendor's sole expense and Ksquare Inc.. Shall cooperate with Vendor in connection therewith.



10. VENUE/JURISDICTION:

This Agreement, and the rights and obligations of the parties hereto, shall be governed exclusively by the laws of Texas, without regard to its conflict of laws provision. Ksquare Inc. shall be entitled to seek injunctive relief, as well as monetary damages, for any violation of the terms hereof by Vendor or Consultants. Exclusive jurisdiction and venue shall be proper in any proceeding to enforce rights hereunder filed in any court located within Texas. This Agreement shall be enforced in accordance with its terms, but such terms shall be deemed to be modified as is necessary so as to render them valid and enforceable to the full extent permissible by applicable law.

11. ASSIGNMENT:

Vendor shall not assign this Agreement or any services or work without the prior written consent of Ksquare Inc. . This Agreement is binding upon and also inures to the benefit of the parties and their respective successors and assigns.

12. NOTICES: Any notices provided by the parties hereto shall be sent to the above address unless mentioned here:

13. ACKNOWLEDGEMENT OF PRIME

CONTRACT:

Not applicable



14. ENTIRE AGREEMENT:

This Agreement sets forth the full and complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and negotiations. This Agreement may be modified only in a writing signed by both parties. The parties have executed this Agreement with the express intent to be legally bound hereby.

KSQUARE INC.

Signature

Name: Abigail Rubio

Date: _____

Title: Operations Manager

SAIKA TECHNOLOGIES

Signature

Name:

Date: _____

Title:

THIS IS A PROTECTED DOCUMENT. ONLY THOSE SECTIONS THAT ARE INTENTIONALLY LEFT BLANK ARE AUTHORIZED FOR INPUT. ONLY CHANGES THAT ARE NEGOTIATED THROUGH KSQUARE INC. CONTRACT SERVICES DEPARTMENT WILL BE ACCEPTED AND LEGALLY INCORPORATED INTO THIS DOUCUMENT AS "AUTHORIZED CHANGES". ANY AND ALL CHANGES INCORPORATED HEREIN WILL BE NULL AND VOID REGARDLESS OF THE INCIDENCE OF OTHERWISE VALID SIGNATURES ON THIS DOCUMENT OR ANY EXECUTED PURCHASE ORDER. ANY REQUESTED CHANGES MUST BE SUBMITTED TO THE KSQUARE INC.CONTRACT SERVICES GROUP AT E-MAIL AT: contracts@ksquareinc.com ENTER "REQUESTING SUBCONTRACT AGREEMENT CHANGES" IN THE SUBJECT LINES.