

Schedule A
Statement of Work

This Statement of Work (SOW) is supplemental to the Resourcing Agreement dated July 21, 2015, and Amendment 1 dated July 21, 2016, between Utopia Data, Inc. ("Utopia") and C CUBED Data Integrators, 3 Wood Willow Close SW, Calgary AB T2W 4H1 (the "Resourcing Vendor"), following the form set out in Schedule A thereto.

1. **SOW Date:** **February 7, 2017**
2. **Name of Project:** **Pradeep Venneti, Corp to Corp**
3. **Contract Staff**

S. No	Name of Contract Staff	Role (e.g. Project Manager)	Summary Profile/Skills
1	Pradeep Venneti	Sr. Data Migration Consultant	SAP, DM, IS, DS

4. **Location and Duration of project**

- 4.1. Location : Utopia's Client Site
- 4.2. Commencement date : March 04, 2017.
- 4.3. End date : Last day of Project Assignment, currently expected to be on March 24, 2017.
- 4.4. Extensions, if any, will be communicated by the Project Director.
- 4.5. Termination: This SOW may be terminated:
 - 4.5.1. By Utopia, without additional notice if the quality of work or performance of the Contract Staff is found to be unacceptable or at request of end client for any reason whatsoever.
 - 4.5.2. By Utopia, without any notice if the Contract Staff does not have the qualifications, experience and/or knowledge claimed at the time of selection. Utopia will make this determination within first 14 business days of Contract Staff actually working on the project. In such cases Utopia is within its rights not to pay for the services of the affected Contract Staff and seek refund of any expenses incurred from the Resourcing Vendor.
 - 4.5.3. By either Party, without assigning any reason by giving two weeks (14 days) of notice in writing to the other Party.
- 4.6. If the Resourcing agreement expires during the term of this SOW, the terms and conditions of the Resourcing agreement will survive until termination of the SOW.

5. Deliverables

The Resourcing Vendor shall provide the time sheets (every week).

6. Other terms

- 6.1. Reasonable weekend working may be required to meet project milestones.
- 6.2. No benefits will be provided such as Insurance, Annual Paid Leave. Resourcing Vendor is responsible for complying with local, state and federal wage and hour laws, including overtime pay, for its employees, if applicable. Resourcing Vendor acknowledges and accepts that Utopia does not have an employment relationship with any of the Contract Staff.
- 6.3. Contract Staff will be required to work from the client site for 2 consecutive weeks during each visit to the client site in Baton Rouge, LA and will be allowed to travel back to the Canada once in 2 weeks.
- 6.4. Resourcing Vendor will charge Utopia for the hours which are billable to Client and same can be provided by the project manager.
 - 6.4.1. Contractor shall be responsible for obtaining pre-approval for all billable hours over 40 hours per week in writing by the Project Director or his designee. The Contract Staff will be paid for the pre-approved additional billable hours only.
 - 6.4.2. The Contract Staff will be required at the discretion of Utopia to undergo induction and training sessions ("Sessions") on commencement of this agreement. The time spent on such Sessions by the Contract Staff will not be billable and are not payable.
 - 6.4.3. Billable Hours are defined as hours charged, approved as billable, and paid for by Utopia's client. For internal projects, Billable Hours are defined as actual hours worked and shall not include hours spent on lunch breaks, errands, personal work or any other non-Utopia approved work.
 - 6.4.4. Rejected Hours are defined as including any additional Billable Hours rejected by the client or Utopia's internal project manager.
 - 6.4.5. Rejected Hours and fees and expenses associated with such Rejected Hours by Utopia's client will not count towards the calculation of fees and expenses payable under this Agreement, notwithstanding anything to the contrary in this Agreement or any approvals of timesheets or similar records of Billable Hours, by Utopia.
- 6.5. Resourcing Vendor agrees to ensure that Contract Staff should have adequate Medical, Travel and Worker's Compensation Insurance at all times and proof of the same must be furnished at the time of signing the Resourcing Agreement.
- 6.6. Utopia will pay a One Time Fee as defined under if any Contract Staff becomes a full time employee of Utopia:

6.6.1.If the Contract Staff is absorbed within 3 months from the Date of Joining, Utopia will pay CAD 2900 to Resourcing Vendor.

6.6.2.If the Contract Staff is absorbed within 6 Months from the Date of Joining, Utopia will pay CAD 1450 to Resourcing Vendor.

In the event of payment, Resourcing Vendor will reasonably approve such hiring and take all necessary action to allow and support this process.

6.7. This SOW is subject to the following:

6.7.1.Successful Completion of Reference/ Background Checks defined as a background check or background investigation is the process of looking up and compiling criminal records, commercial records and financial records (in certain instances such as employment screening) of an individual, of the contract staff.

6.7.2.Contract Staff being approved by the Customer, or client as applicable.

7. Payment Schedule and Billing Procedures

7.1. Resourcing Vendor will be paid in accordance with the price structure below:

Item	Amount
Total Amount Per Hour Including Resourcing Vendor Fee (\$)	CAD 130.00 + GST
Expenses to be paid for by Utopia when on Billable Projects	Accommodation, Air tickets, local conveyance & Meals expenses as per customer policy while at customer site.

7.2. Reference/Background Checks will be conducted by Utopia through a third party vendor (Currently TalentWise).

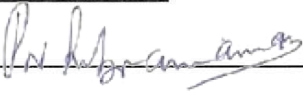
7.3. Resourcing Vendor to email an invoice end of every month to accountspayable@utopiainc.com. Attention Senior Manager- Finance.

7.4. Invoices become due and are payable 30 days upon receipt of the invoice duly supported by approved timesheets from the Utopia Project Managers. Payments will be made on Fridays following the Due Date.

7.5. All expenses agreed upon will become due and are payable 15 days after receiving the Expenses Invoice supported by Approved Expenses Statements and supporting Receipts.



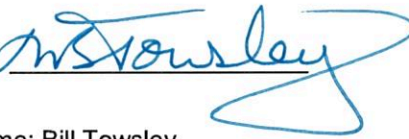
For and on behalf of
UTOPIA DATA INC.

By: 

Name: P N Subramanian

Title: Global VP - Human Capital Management

For and on behalf of C CUBED Data Integrators

By: 

Name: Bill Towsley

Title: Managing Partner