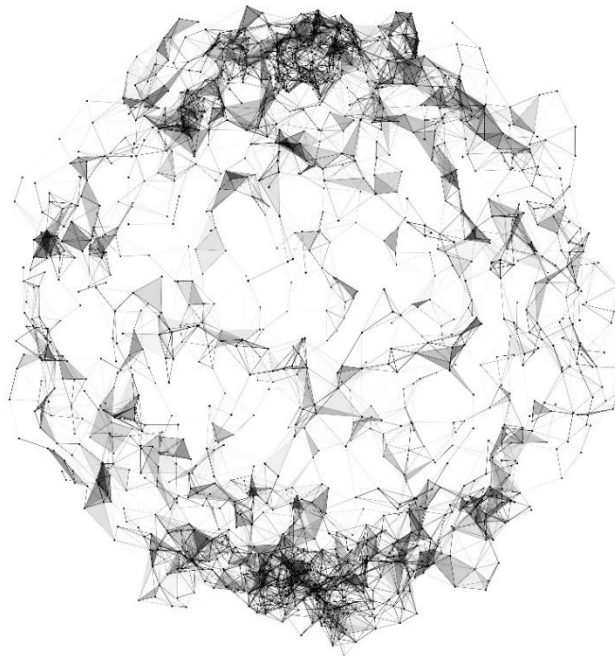


 **RED KEY SOLUTIONS**
YOUR TECHNOLOGY PARTNER



**MASTER SERVICES
AGREEMENT (MSA)**

Master Services Agreement (MSA)

This Agreement is between Red Key Solutions, Inc., a New York company (sometimes referred to as “we,” “us,” “our,” “Provider”, “Red Key”, OR “Red Key Solutions”), and you (sometimes referred to as “you,” “your,” OR “Client”), as of the Statement of Work signed date (the “MSA Effective Date”).

The parties agree as follows:

TERMS

Scope of Work

The services to be delivered by Provider and the fees for those Services, and the specific terms applicable to those Services are described in one or more written Service Agreements. The services we will deliver to you are limited to those services described herein or in the Service Agreements or Statement of Works signed by you. In the event of any conflict between the terms of a Service Agreement and this Master Services Agreement, the terms in the Service Agreement control.

Invoice Dispute

If you dispute in good faith all or any portion of the amount owed to us, or if you otherwise require any adjustment to an invoiced amount, you shall either (i) notify us in writing at or prior to the Payment Deadline of the nature and basis of the dispute and/or adjustment, if you are then aware of the basis for dispute or adjustment, or (ii) notify us as soon as reasonably practicable after becoming aware of the basis for dispute or adjustment but no later than sixty (60) days from the Payment Deadline. In either case, we shall use our best efforts to promptly resolve the dispute and shall promptly make any appropriate adjustment. If we are unable to resolve the dispute or agree upon the adjustment prior to the Payment Deadline, you may later set off any or all of the amount in dispute or the adjustment against any further amount owed to us and shall pay the entire undisputed and unadjusted invoiced amount by the then current Payment Deadline. If and to the extent it is ultimately determined that such amount was not due or should not have been paid, we shall apply a credit equal to such amount, first, to account for the amount set off, and second, any remaining amount not set off against any Service Fees owed for the following month (or months) or, if this Agreement shall expire or be terminated, we shall promptly within ten (10) business days refund such amount with interest at the Interest Rate from the date paid to the date refunded. If and to the extent it is ultimately determined that any amount set off was due and should have been paid (“Determination Date”), you shall pay us such amount with interest at the Interest Rate from the date of the setoff to the date paid. Such payment shall be paid within 10 business days from the Determination Date. With respect to any other amount that is required to be reimbursed to Client, or is otherwise payable to Client by Provider, Client may deduct the entire such amount owed to Client against the Service Fees or expenses owed by Client to Provider under this Agreement, and any unused amount owed to Client shall be paid to Client within ten (10) business days after the expiration or termination of this Agreement.

Taxes

All charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any such taxes are assessed on the provision of any of the Services, you shall pay the taxes directly to the taxing authority or shall reimburse us for their payment.

Term

The term of this Master Services Agreement (MSA) commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted below.

Termination

Either party may terminate this Master Services Agreement (MSA) for any reason upon at least sixty (60) days advance, written notice given to the other party. However, if any Service Agreements or Statement of Works hereunder remain in effect after termination of this Agreement, the applicable terms of this Agreement will survive and remain in effect, notwithstanding any notice of termination, and will continue to apply to the remaining Service Agreements and Statement of Works hereunder until they are terminated or expire according to their terms. Any Service Fees otherwise due under any terminated Service Agreement or Statement of Work shall be prorated to the effective date of termination of such Service Agreement or Statement of Work at the end of the month of termination.

Suspension of Service

If you fail to pay all amounts due under this Agreement, then upon at least thirty (30) days prior written notice, and in addition to any other remedies available to us, we may put your account on credit hold and suspend Services under this Agreement or any Service Agreements until full payment of all amounts then due is made. Following any suspension of service under this provision, and after you make such full payment to us, we shall promptly validate that during the period of suspension no components to be monitored and/or managed under any applicable Service Agreement have ceased to comply with our level of security, updates and best practices hereunder. Our right to suspend Services under this section is in addition to any applicable right to terminate this Agreement.



INDEPENDENT CONTRACTOR

Unless otherwise expressly agreed in writing, we will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client. Provider shall at all times remain the employer of all of its employees and other personnel performing the Services and shall perform all of the responsibilities of an employer under applicable federal, state, and local laws and regulations in accordance with such laws and regulations. It is expressly understood and agreed by the parties that, unless otherwise expressly agreed in writing, Client shall not have, nor exercise, any control or direction over the manner or methods by which Provider provides Services other than the right to require that the performance of such Services be in accordance and consistent with the terms set forth in this Agreement or an applicable Service Agreement or Statement of Work.

Notwithstanding the foregoing, Provider will assign qualified individuals with the requisite skills and experience to perform the Services in order to fulfill its obligation and shall use reasonable efforts to minimize changes in personnel to perform the Services and fulfill its obligations and shall provide Client with advance written notice of any planned personnel change directly affecting Client. If, for any reason, any assigned individual is no longer available, or if Client shall, in its sole discretion, request that any assigned individual be removed from service to Client and replaced, and notifies Provider, Provider shall promptly remove that individual from service to Client and shall use all reasonable efforts to replace such individual promptly by another person of equal competence, at no additional cost to Client, and shall use reasonable efforts to avoid any avoidable delay in the schedule. Notwithstanding the foregoing, Provider retains the sole right to hire and fire its employees and other personnel and shall be solely responsible for any decision to fire its employees and other personnel.

Except as may be otherwise expressly agreed by Client in writing, Provider shall have no authority to enter into any contract or commitment on behalf of Client or otherwise bind Client in any manner. Notwithstanding the foregoing, Client accepts that certain functions may be performed using third-party software, products, or services ("Third-Party Materials"). Where practicable, Provider will make available to Client, for Client's review, links to or copies of license agreements relating to Third Party Materials, including their warranties and restrictions. Client understands and agrees that it may contract directly with such third parties to receive their respective Third-Party Materials, and hereby authorizes Provider to accept such license terms on Client's behalf, subject to Client's right to accept or reject, on the basis of price or quantity, any contract for specific Third-Party Materials, unless expressly detailed in the applicable Service Agreement or Statement of Work. Client understands and agrees that Third-Party Materials will be warranted only by the third-party provider and only as and to the extent set forth in such provider's license agreement, and that Provider will not be responsible, and makes no warranty, with respect to Third-Party Materials.

INTELLECTUAL PROPERTY RIGHTS

Client Works

Any original work, regardless of medium, that Provider delivers to Client and that does not consist of modifications to an existing Provider Work (as defined below) is a "Client Work," is to be deemed a "work made for hire" under U.S. law, and is the sole, exclusive property of Client, except for the following items, which do not constitute Client Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;
- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information Provider had or acquired during the performance of its Service for Client, not including any proprietary business information of Client, conveyed to Provider by Client.

Without limiting the foregoing, any statements, analyses, summaries, derivations, excerpts, reports, deliverables or other presentations of, or containing or reflecting, "Client Data" (as defined below), and all copies thereof, shall be and remain Client Works and the sole, exclusive property of Client. Client is not entitled to any summarized or aggregated data of any of Provider's other customers that may contain references to Client Data for comparison or benchmarking purposes. To the extent any Client Work may be deemed not to be a "work made for hire" under applicable law, Provider hereby irrevocably assigns and conveys to Client all of its copyright in that Client Work. Provider further hereby irrevocably assigns to Client all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any Client Work.

Provider Works

Unless expressly identified in a separate Statement of Work, any writing or work of authorship, regardless of medium, created or developed by Provider in the course of performance under this Agreement and related to existing works owned by Provider is a "Provider Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of



its copyright, if any, in such Provider Work. Client further hereby irrevocably assigns to Provider all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

License to Provider Works

Provider hereby grants Client a limited, non-exclusive, irrevocable, royalty-free license to use any Provider Work in conjunction with the Services during the term of any Service Agreement or Statement of Work and, unless otherwise provided in the applicable Service Agreement or Statement of Work, for the duration of any period of orderly transition of services to a successor provider designated by Client following termination of such Service Agreement or Statement of Work. Provider shall provide all information and assistance reasonably required to permit such transition of services and all functions being performed by Provider to Client or such successor provider, subject to compliance by Client and such successor provider with the confidentiality obligations of this Agreement. Unless otherwise provided in the applicable Service Agreement or Statement of Work, Provider's assistance in connection with any such transition shall be provided at Provider's then standard, generally applicable Service rates. Additional license grants may be set forth in the Service Agreements or Statements of Work.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on a computer or device provided by us for installation on your computer equipment to facilitate the delivery of the Services.

This Agreement does not transfer any right, title, or interest in the Software to you. Your use of the Software is subject to all applicable terms of any end-user license Agreement pertaining to the Software, a copy of which will be made available to you upon request. You shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

If the parties have entered into a separate confidentiality, non-disclosure, information security, privacy or other similar agreement ("NDA"), Provider acknowledges and agrees that: (i) any such NDA is and shall remain in full force and effect, and shall survive any expiration or termination of this Agreement or any Service Agreement or Statement of Work and bind Provider, its successors and permitted assigns; and (ii) the parties' rights and obligations under any such NDA are in addition to the parties' rights and obligations under this Agreement. In the event of any conflict between the terms of the NDA and this Agreement, the terms in the NDA control. Without limiting the foregoing:

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each of the parties shall hold all such "Confidential Information" of the other party in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider' unpublished prices for Services, audit and security reports, server configuration designs and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider's servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) week after disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that the recipient party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other party;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with or other duty of confidentiality to the other party; and
- Information that must be disclosed pursuant to court order or by law, to the extent of such mandatory disclosure and subject to any protective order or other binding restriction on further disclosure or use of such information.



Confidential Agreement

No copy of this Agreement, discussions, negotiations, terms or conditions relating to this Agreement, or any other information relating to this Agreement may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the provisions of the preceding section, Provider may publicly identify Client, orally and in writing, in a factual manner, as a client of Provider without, however, stating or implying any endorsement by Client of Provider or its services. Any other reference to, or any characterization of, Client, its affiliates, or its or their businesses by Provider may be made only pursuant to a written agreement between the parties.

Data Privacy

Provider agrees that any data provided by Client ("Client Data") remains the property of Client and/or its end user or other third party. Provider agrees that it will comply with applicable United States data privacy laws and will only use such data for the purpose of providing services under this Agreement. Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation. Client shall indemnify and hold Provider harmless for any claims related to Client Data that is from a data subject from the European Union or the United Kingdom, or from claims from any data protection regulatory authority enforcing GDPR compliance or similar data protection regulation. If the United Kingdom departs from the European Union and decides to withdraw from or supersede GDPR with a similar data protection regulation, then the subsequent United Kingdom data protection regulation will be the governing regulation for United Kingdom's data subjects.

CERTAIN COVENANTS AND OBLIGATIONS

Software Licensing

Unless otherwise agreed to in a Service Agreement or Statement of Work, Client represents and warrants that it has title to or license or rights to use and have license or rights to permit Provider to use, access or, subject to applicable third party license agreement restrictions or conditions, modify any software that you have requested Provider use, access or modify as part of the Services. However, Client makes no representation or warranty that it has the right to authorize Provider to, or permit any third party, to reverse assemble, reverse compile or reverse engineer any third party software or any part thereof, or otherwise attempt to discover any third party software source code or underlying proprietary information, except as may be permitted by law notwithstanding such restrictions or conditions.

Provider Access

Client shall supply Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that Provider may be unable to perform their duties adequately and if such a situation should exist, Provider will be held harmless and Client will remain bound under the terms of this Agreement. Provider shall (i) schedule all work under this Agreement and any Service Agreement or Statement of Work hereunder to avoid interruption of normal Client operations and (ii) ensure that all Provider personnel who enter Client's premises or utilize any Client systems or resources abide by all reasonable directives issued by Client and all on-site rules of behavior, work schedules, security procedures and other standards and procedures for contractors established by Client from time to time.

Security Credentials

Client acknowledges that Provider must have, upon request, access to any and all systems and resources to perform Provider's duties under this Agreement. As such, Client shall provide Provider, upon request, access to any and all usernames, passwords, and other pertinent security credentials required for a particular Service task. If necessary access to credentials is denied, Client understands that Provider may be unable to perform Provider's duties adequately and, in that event, Provider will have no responsibility for any resulting Service failure.

Third-Party Obligations

Client is responsible for the charges of Client's third-party vendors' or service providers' charges and shall upon notice from Provider arrange for any necessary disconnection or termination, and payment of charges related to the disconnection or termination, of any related services with Client's current carrier(s) or service provider(s).

Network Security

Unless specifically otherwise agreed in an applicable Service Agreement or Statement of Work, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from unauthorized access. Provider is not responsible for the security of Client's network and circuits from third parties, or for any damages that may result from any unauthorized access to Client's network due to failure to take such actions. Notwithstanding the foregoing, Provider represents and



warrants that Provider's own network facilities are protected by security devices, and operated in accordance with security practices, meeting or exceeding applicable industry standards, and agrees to use reasonable efforts, with Client's cooperation, to give Client's network facilities the benefit of such protection.

Hardware Equipment

Except as otherwise disclosed to Provider, Client's computer equipment is and shall be maintained under manufacturers' warranties or maintenance contracts. All Service Fees, warranties, and liabilities against Provider assume such equipment is under manufacturers' warranties or maintenance contracts.

Local Backup

Unless specifically otherwise agreed in an applicable Service Agreement or Statement of Work, Client shall maintain local backup of all files that are sent to either the cloud or for data backup services. Client will be solely responsible for lost data for not keeping and providing a local backup of all files sent to Provider.

PROVIDER REPRESENTATIONS AND WARRANTIES

Service Warranty

We warrant that the Services: (i) will be performed with promptness and diligence in a professional and workmanlike manner by duly qualified individuals with the requisite skills and experience to perform the Services; (ii) will be performed in compliance with all applicable federal, state and local laws, rules and regulations; (iii) will conform with the descriptions herein and in the applicable Service Agreement or Statement of Work; (iv) will conform to the descriptions in this Agreement and in the applicable Service Agreement or Statement of Work; and (v) will meet any mutually agreed upon acceptance criteria, provided that the Services will be deemed to be accepted unless Client notifies Provider in writing within forty-five(45) days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

Provider further represents and warrants that it has used, and will continue to use, commercially reasonable measures to ensure that the software used by Provider in performing the Services, and any deliverables, do not contain any virus, malicious code, or harmful program or other internal component (collectively, "Harmful Code") which could (i) materially alter the Services or deliverables; (ii) hinder Client's ability to use or benefit from the Services or deliverables. Provider shall immediately notify Client in writing upon Provider's having reasonable suspicion or actual knowledge of any Harmful Code affecting Client.

Non-Infringement Warranty

We further represent and warrant that all Services, work product, software, and other materials provided by Provider to Client hereunder do not and will not infringe the rights of any third parties, including, but not limited to, any copyrights, patents, trademarks, trade secrets, contractual or other proprietary rights and that Provider shall at all times maintain appropriate and necessary licenses, authorities, permissions and rights from any and all service, software, hardware and other third parties it uses in the performance of its obligations under this Agreement.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS USED BY PROVIDER IN PERFORMING THE SERVICES AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE ABOVE, EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, PROVIDER MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION AGAINST LOSS OF USE OF THE CLIENT'S NETWORK, CRASHES, SOFTWARE BUGS, "VIRUSES," PENETRATION BY "HACKERS," OR SIMILAR CALAMITIES, AND PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND TO CLIENT FOR ANY OF THE FOREGOING.

NO HIRING

Neither party shall solicit any of the other party's employees with whom such party has had direct contact in connection with the Services for employment during the term of this Agreement and for twenty-four (24) months following termination of this Agreement. Notwithstanding the foregoing, neither party shall be precluded from conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation.



Both parties acknowledge that injury resulting from any breach of this section would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a breach of this section and the hiring of such an employee by the breaching party as the result of such breach, in addition to any other right either party may have at law or in equity, the breaching party shall make a one-time payment to the injured party in the amount of one-hundred percent (100%) of the affected employee's base salary with the injured party paid in the previous one year of employment. Both parties agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such employee. The injured party will be entitled to seek, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach and to secure the enforcement of this section. Both parties further understand that temporary injunctive relief may be granted on a finding that either party is or may be violating this section immediately on the commencement of any enforcement action without notice to the breaching party, WHICH NOTICE BOTH PARTIES SPECIFICALLY WAIVE.

DISPUTE RESOLUTION

Arbitration Procedures

Each of the parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement, any Service Agreement or Statement of Work hereunder or the NDA within sixty (60) days of the date any such dispute, difference, or claim arises. Failing such amicable settlement, any such dispute, difference, or claim, including any claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, any Service Agreement or Statement of Work hereunder or the NDA shall be resolved by arbitration in accordance with the Arbitration Rules under the auspices of the American Arbitration Association ("AAA"). The arbitration will be conducted in English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each of the parties will bear its own expenses, but the parties shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in White Plains, New York, or at another location upon which the parties may agree. Notwithstanding the foregoing, (i) any arbitration involving claims by Provider for Client's failure to pay Fees for Services shall be heard by a single arbitrator under the Expedited Procedures of the AAA, and (ii) claims for preliminary injunctive relief or other pre-judgment remedies may be brought in the Supreme Court of the State of New York, in Westchester County, New York or in the United States District Court for the Southern District of New York having jurisdiction over the subject matter and parties.

Period for Bringing Claim

Except for claims for indemnification with respect to claims by third parties, no claims to be resolved may be made more than twelve (12) months after the date on which the fault or failure has actually been discovered; failure to make such a claim within such twelve (12) month period shall forever bar the claim.

Continued Service

Unless Provider is bringing an action for Client's failure to make payments for Services not otherwise in dispute or Provider terminates the Service Agreement, Provider will continue to provide Services under this Agreement, and Client will continue to make payments to Provider, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

INDEMNIFICATION

By Client

Client shall defend, indemnify and hold Provider, its subsidiaries and other affiliates, and its and their shareholders, members, directors, managers, officers, employees and representatives (collectively, the "Provider Indemnified Parties") harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software in accordance with Client's request that Provider use, access or modify as part of the Services, infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client's use of any Services in violation of any requirements or representations in this Agreement violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right; or
- dishonesty of any of Client's directors, officers, employees or representatives; or
- other act, error or omission giving rise to civil liability arising out of business activities performed by Client.

Without limiting the foregoing, Client shall defend, indemnify and hold harmless the Provider Indemnified Parties against all loss, liability and expense, including reasonable attorney's fees, associated with any claim that any of software or other technology Client provides infringes any patent, copyright, trademark, trade secret or other intellectual property right, and Client shall pay any judgments or settlements based on any such claims.

By Provider



Provider agrees to indemnify, defend and hold harmless Client, its subsidiaries and other affiliates, and its and their shareholders, members, directors, managers, officers, employees and representatives (collectively, the "Client Indemnified Parties") from and against all loss, liability, and expense, including reasonable attorney's fees, caused by:

- Provider's willful, malicious or negligent act, error, omission, advice, misstatement or misrepresentation; or
- Provider's breach of any representation, warranty, covenant, agreement or other obligation under this Agreement; or
- Provider's breach of any contractual term implied by law concerning necessary quality, safety or fitness, or Provider's duty to use reasonable care and skill; or
- dishonesty of any of Provider's directors, officers, employees or representatives; or
- other act, error or omission giving rise to civil liability arising out of business activities performed by Provider for Client.

Without limiting the foregoing, we shall defend, indemnify and hold harmless the Client Indemnified Parties against all loss, liability and expense, including reasonable attorney's fees, associated with any claim that any of the Services or deliverables we provide, or your use of any Services without violation of the applicable requirements or representations in this Agreement, infringes any patent, copyright, trademark, trade secret or other intellectual property right, and we shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE AGREEMENT OR STATEMENT OF WORK OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE AVAILABLE TO PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, TOGETHER WITH ANY SELF-INSURED RETENTION AMOUNTS IN CONNECTION WITH THOSE POLICIES, UP TO A MAXIMUM OF \$1,000,000 IN THE AGGREGATE, OR THREE (3) TIMES THE SUM OF ALL AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE AGREEMENTS, STATEMENTS OF WORK OR SERVICE AGREEMENT FOR PROJECT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY HERETO FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, COSTS OF SUBSTITUTE EQUIPMENT OR OTHER COSTS, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION FOR IP INFRINGEMENT OR TO DAMAGES OR LOSS ARISING FROM PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ATTORNEY'S FEES

If any dispute between the parties related to this Agreement or any Service Agreement or Statement of Work hereunder, the enforcement thereof, or the collection of any amounts due thereunder arises, then the prevailing party in any arbitration or litigation arising from the dispute shall be entitled to recovery of all reasonable attorneys' fees, costs and expenses incurred in connection with such dispute, which shall include, but is not limited to reasonable attorneys' fees, costs, and expenses arising from any arbitral, administrative, trial, or appellate proceeding.

INSURANCE

Client's Obligations: Client shall maintain insurance coverage through its carriers. Such insurance shall include, at a minimum, general liability, property and workers compensation coverage.

Provider's Obligations: During the term, Provider agrees to carry general liability, automobile liability, employers liability, professional (errors and omissions) liability, fidelity/crime, workers compensation and cyber insurance policies that cover Provider's activities under this Agreement and the Service Agreements or Statements of Work hereunder, each with limits of at least \$1 million per occurrence, and umbrella/excess liability coverage in an amount of at least \$1 million. Upon Client's request, Provider shall furnish certificates of insurance evidencing that the insurance policies required under this section are in full force and effect, and certificates of the general liability, automobile liability, workers compensation and umbrella insurance. Provider shall confer with its insurance broker or insurer, and if Provider is able to obtain such certificates naming Client as an additional insured without undue burden or any material expense, such certificates shall name Client as an additional insured, Each certificate of insurance shall provide that the issuing insurance company shall provide Client with no less than 30 days written notice prior to any cancellation, termination, or material alteration of the policy.

LOANED/RENTED EQUIPMENT

Client agrees that any equipment utilized by Provider in the performance of any Services that is not expressly purchased by, or for and at the expense of, Client shall remain the property of Provider, and shall be returned to Provider upon expiration or termination of this



Agreement and the applicable Service Agreements or Statements of Work, if requested by Provider. Client further agrees to cease the use of any proprietary technology that remains the property of Provider upon such expiration or termination of this Agreement and the applicable Service Agreements or Statements of Work and any period of orderly transition of services. Client agrees to return equipment within 15 days of termination or owe for total cost of equipment and transfer labor based on provider's new quote prices.

GENERAL

Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given (i) on the date delivered in person, or via fax, courier service or electronic mail, if a business day, or if delivered on a day other than a business day, then on the next business day, or (i) on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as follows:

If to Provider, to:
Red Key Solutions Inc
925 Westchester Ave Suite 100
White Plains, NY 10604
Attn: Alex Markov
E-mail: amarkov@redkeysolutions.com

If to Client, to:
Name of who signed the proposal
Active billing address of the client

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this section.

Force Majeure

Neither party will be liable for any failure of performance of its obligations due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over such party or the subject matter of this Agreement (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this Agreement or any affected Service Agreement or Statement of Work pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of this Agreement or any applicable Service Agreement or Statement of Work relating to the Affected Performance. If Provider is the affected party, Client shall pay Provider the applicable Service Fees for that portion of the Affected Performance that was completed by Provider or, if the Affected Performance was in the process of being completed prior to the event resulting in the Affected Performance, a prorated portion of the applicable Service Fees. However, if any event resulting in the Affected Performance affects Provider such that Provider is unable to provide the Services to Client for any period lasting more than 20 business days, Client shall be entitled to terminate this Agreement and/or any affected Service Agreement Statement of Work with no liability of any kind to Provider.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, either party may assign or otherwise transfer its rights, interests and obligations under this agreement without your consent in the event of a change in control of 50% or more of the equity of such party, the sale of substantially all the assets of such party, or the restructuring or reorganization of such party or its affiliate entities. In addition, unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this agreement. No such assignment or subcontract by Provider shall relieve Provider of any of its responsibility for the fulfillment of all of Provider's obligations under this Agreement or any Service Agreement or Statement of Work hereunder. Without limiting the foregoing, Provider is and shall remain responsible for the Services performed by any subcontractors to the same extent as if they were performed by Provider's employees and, for purposes of this Agreement, such work shall be deemed work performed by Provider. Provider shall be responsible for



any and all costs associated with enforcing Client's rights under this Agreement against Provider's subcontractors. This Agreement is binding upon the parties, their successors and permitted assigns.

Survival

The parties' respective rights, duties and obligations with respect to rights (including but not limited to intellectual property rights), and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement or any Service Agreement or Statement of Work hereunder.

Amendment

Provider may, from time to time, in its sole discretion, and for any reason, amend the standard forms of the Master Services Agreement and any Service Agreements posted on our web page. However, this Agreement, any Service Agreements, Statements of Work and Service Orders signed by the parties are the agreements that will govern the parties' relationship until this Agreement and such Service Agreements, Statements of Work and Service Orders (as applicable) expire or are terminated. The parties' agreement, as reflected in those documents, may be modified or amended only by a writing signed by both parties.

Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of New York.

Severability

If any term or provision of this Agreement is declared invalid by an arbitral tribunal or court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

Except for the rights hereunder of Indemnified Parties (as defined above), which are beneficiaries of Provider's indemnification obligations under this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Authority

The Client's signatory represents and warrants that he or she has full corporate power and authority to execute this Agreement on behalf of and to bind that company.

Entire Agreement

This Agreement, the Service Agreements, Statements of Work and Service Orders signed by the parties, any other Agreements thereto, and the NDA referenced herein set forth the parties' entire understanding with respect to the subject matter hereof and is binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of this Agreement and such Service Agreements, Statements of Work and Service Orders (as applicable). There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this Agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

