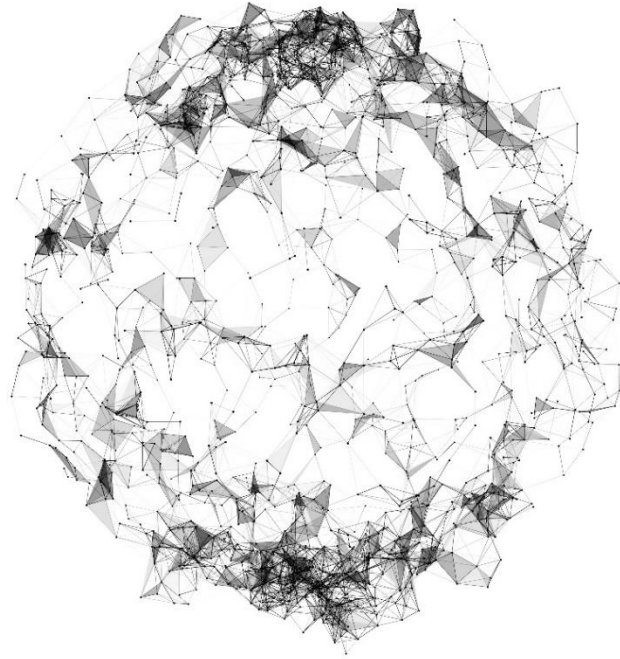




RED KEY SOLUTIONS
YOUR TECHNOLOGY PARTNER



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 Client believes in good faith that an invoice contains a billing error (limited to errors in calculation, duplicate charges, or charges for Services not actually performed), Client must notify Provider in writing within thirty (30) days of the invoice date, identifying the specific amount and basis of the dispute. All portions of the invoice not specifically disputed in good faith must be paid by the Payment Deadline. Failure to provide timely written notice of a billing error shall be deemed a waiver of Client’s right to dispute the invoice.

The existence of a dispute shall not relieve Client of its obligation to pay invoices in full when due, and shall not restrict Provider’s right to place Client’s account on credit hold and suspend Services as described in the Suspension of Service section.

Any amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date due until paid in full.

If it is later determined that a disputed amount was properly due, Client shall pay such amount within ten (10) business days of resolution, together with applicable late fees and collection costs. If it is determined that the disputed amount was not properly due, Provider shall issue a credit or refund within fifteen (15) business days of resolution.

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 and Renewal

This Agreement shall remain in effect until terminated as provided herein.

Provider may terminate this Agreement or any Service Agreement: (i) immediately upon written notice if Client fails to pay any amounts due within thirty (30) days after written notice of nonpayment; (ii) immediately if Client becomes insolvent, files for bankruptcy, or ceases to do business; or (iii) upon thirty (30) days’ written notice if Client materially breaches this Agreement and fails to cure within such thirty (30) day period.

Each Service Agreement shall have an initial term as specified therein. Unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term, the Service

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Agreement shall automatically renew for successive one-year terms at Provider's then-current rates (subject to any annual adjustments as set forth in this Agreement or the applicable Service Agreement).

Client shall have no right to terminate this Agreement or any Service Agreement for convenience prior to the end of the term. Any attempt to do so shall constitute a material breach, entitling Provider to recover all fees and charges that would have been due through the end of the term, in addition to any other remedies available at law or in equity.

Upon any termination, Client shall remain liable for all Service Fees and expenses accrued through the effective date of termination. If any Service Agreements or Statements of Work remain in effect after termination of this Agreement, the applicable terms of this Agreement shall survive and continue to apply until such Service Agreements or Statements of Work expire or are terminated according to their terms.

Adjustments to Service Fees

Except as may be specified in a Service Agreement, we may adjust the Service Fees charged under this agreement as follows:

- **End-User or Network Growth.** During the term of a Service Attachment, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment exceeds the numbers, types or quantities previously ordered, we may apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment.
- Similarly, during the term of a Service Agreement, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Agreement is less than the numbers, types or quantities previously ordered, upon request, we will apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment. However, under no circumstances may any such adjustments result in a number of users in your environment or in any Service or Equipment types or quantities to be covered within the scope of the Service Agreement that is less than the numbers, types or quantities ordered at the time you signed that Service Agreement..
- **Non-Yearly Service Fee Rate Increases.** At any time after the parties sign a Service Agreement, we may elect to raise the fees that we charge under that Service Agreement. We shall give you no less than thirty (30) days' notice of any such increase in fees to be charged. Following your receipt of such notice, you may terminate this that Service Agreement without incurring any additional charges or penalties, if any, that you ordinarily would incur for such termination.

Pass-Through Expenses

Client shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

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 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.

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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

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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.

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.

Residuals

Notwithstanding anything to the contrary in this Agreement, Provider and its personnel shall be free to use for themselves and for others any general skills, know-how, techniques, ideas, concepts, or information (other than Client Confidential Information) acquired in the course of providing the Services, including information retained in the unaided memory of Provider personnel. Such use shall not give rise to any liability hereunder, provided that Provider does not disclose Client Confidential Information in violation of this Agreement.

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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.

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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

Fair Usage Policy

Our Fair Usage Policy ("FUP") applies to all Services that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

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.

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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

Client equipment must be maintained under manufactures warranty or maintenance contract. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts.

Local Backup

Unless specifically otherwise agreed in an applicable Service Attachment, Client must 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 to Provider.

Cloud Services Disclaimer

Provider may resell, manage, or provide access to third-party cloud or SaaS services (e.g., Microsoft 365, AWS, Google Workspace). Provider makes no representation or warranty with respect to the availability, performance, or security of such third-party services, and shall not be liable for outages, data loss, or service

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interruptions caused by such third parties. Client's sole recourse for such issues shall be against the applicable third-party vendor.

AI & Automation Disclaimer

Provider may utilize artificial intelligence, automation, or machine learning tools in connection with the Services. Client acknowledges that such tools are subject to limitations and may generate errors or omissions. Provider disclaims all liability for decisions made by Client based on outputs from such tools, except to the extent caused by Provider's gross negligence or willful misconduct.

Acceptable Use

Client shall not use the Services for any unlawful purpose, to transmit malicious code, or to infringe the rights of third parties. Provider may suspend Services immediately upon notice if Client's use poses a material risk to Provider's network, other clients, or violates applicable law.

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

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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 twelve (12) 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

Amicable Resolution

The parties shall first attempt in good faith to resolve any disputes, differences, or claims related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, any Service Agreement, Statement of Work, or NDA (each, a "Dispute") by discussions between senior representatives of each party within sixty (60) days of the date such Dispute arises.

Arbitration

Except as expressly provided below, any Dispute not resolved by amicable resolution shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English before a single arbitrator in White Plains, New York, unless otherwise agreed by the parties. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own attorneys' fees and costs in arbitration, except as expressly provided in the Attorney's Fees and Collection Costs section of this Agreement. The parties shall share equally the administrative costs of the arbitration. Any arbitration award shall be final, and judgment thereon may be

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entered in any court of competent jurisdiction. The arbitrator shall have discretion to award administrative costs and fees to the prevailing party if it determines that a claim or defense was brought in bad faith or was frivolous.

Carve-Outs

Notwithstanding the foregoing:

- (i) Provider may pursue the collection of any amounts owed by Client in any court of competent jurisdiction, including but not limited to small claims court, without first engaging in arbitration. Such actions shall be limited to recovery of unpaid balances, accrued interest, and associated collection costs.
- (ii) Any arbitration involving claims by Provider for Client's failure to pay Fees for Services may, at Provider's election, be heard under the Expedited Procedures of the AAA.
- (iii) Provider may seek temporary, preliminary, or injunctive relief in any court of competent jurisdiction to protect its Confidential Information, intellectual property rights, or proprietary technology without first engaging in arbitration.

Limitations Period

Except for claims for indemnification with respect to third-party claims, no Dispute may be brought more than twelve (12) months after the date on which the fault or failure giving rise to the claim was or should reasonably have been discovered. Failure to bring 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 or either party has terminated the applicable Service Agreement, Provider shall continue to provide Services, and Client shall continue to make payments, during the period in which the parties seek resolution of the Dispute except if the Dispute arises from Client's material breach of this Agreement.

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

Westchester

925 Westchester Ave
Suite 100
White Plains, NY 10603

New York City

420 Lexington Ave
Suite 300
New York, NY 10170



Connecticut

700 Canal St
First Floor
Stamford, CT 06902

Los Angeles

360 E 2nd St
Suite 800
Los Angeles, CA 90012

Provider agrees to indemnify, defend, and hold harmless Client, its subsidiaries and affiliates, and its and their shareholders, members, directors, managers, officers, employees, and representatives (collectively, the "Client Indemnified Parties") from and against any third-party claims, demands, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of:

- Provider's gross negligence or willful misconduct in the performance of the Services; or
- any claim that the Services or deliverables provided by Provider infringe a valid United States patent, copyright, or trademark of a third party.

Provider shall have no obligation to indemnify or defend Client to the extent any claim arises from:

- (a) Client Data;
- (b) Client's instructions, specifications, modifications, or misuse of the Services;
- (c) combination of the Services with products, data, or processes not furnished by Provider; or
- (d) third-party products or services not provided by Provider.

The obligations in this section are Provider's sole indemnification obligations, and are subject to the limitations of liability set forth in this Agreement.

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 and Collection Costs

Client shall reimburse Provider for all reasonable attorneys' fees, court costs, arbitration fees, and collection agency fees incurred by Provider in connection with enforcing Client's payment obligations under this Agreement, whether or not litigation or arbitration is commenced. Such costs shall accrue from the date payment was due until the date payment is received in full.

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In all other disputes between the parties, each party shall bear its own attorneys' fees and costs, regardless of outcome, except that the arbitrator shall have discretion to award fees and costs against a party that has pursued a claim or defense in bad faith or that is frivolous.

INSURANCE

Client's Obligations: Client shall maintain insurance coverage through its carriers. Such insurance shall include, at a minimum, general liability insurance, property insurance, cyber liability insurance, and workers compensation coverage. Client must provide proof of such insurance upon request.

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 (ii) 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: Paul Grenci
E-mail: pgrenci@redkeysolutions.com

If to Client, to:

Westchester
925 Westchester Ave
Suite 100
White Plains, NY 10603

New York City
420 Lexington Ave
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New York, NY 10170



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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 sixty (60) 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 sixty (60) 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.

In the event of termination due to a Force Majeure Event, Client shall remain liable for all fees and expenses for Services rendered through the effective date of termination, and for reasonable transition services requested by Client.

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

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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.

Applicable Law, Jurisdiction, Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., excluding its conflict of law provisions. All legal actions brought by either Party to this Agreement shall be brought in the Supreme Court of New York of Westchester County, or in the alternative, in the Federal Southern District Court 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.

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