SERVICES AGREEMENT

This services agreement (the "Agreement") is by and between Remotely Works, Inc., a Delaware corporation ("Service Provider") and the client entering into one or more Order Forms with Service Provider ("Client" and together with Service Provider, the Parties") and is effective as of the effective date of the Order Form by and between the parties (the "Effective Date").

WHEREAS, Service Provider is in the business of staffing specialized technology professionals that provide engineering services; and

WHEREAS, Client desires to engage Service Provider to staff such professionals for Client.

NOW THEN, for and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. SERVICES

Subject to the terms and conditions of this Agreement, Service Provider will use reasonable efforts to source, interview, hire, and scale a team of engineering and development personnel (collectively, the "Development Team" and each individual, a "Development Team Member" or "Development Team Lead") to perform work for Client as set forth on Exhibit A to the mutually agreed order form(s) ("Order Form(s)") between the parties (collectively, the "Services") in accordance with and subject to the terms in the body of this Agreement. The Development Team Members will be located outside of the US and Client is aware of the time zone difference. The Service Provider, by means of the Development Team (which will act as personnel of Service Provider or any of its affiliates), will use reasonable efforts to provide engineering and development services to Client pursuant to Client's instructions to the Development Team Lead, who will be in charge of managing the Development Team. Anything created by the Development Team specifically for Client in the Development Team's performance of the Services shall be deemed "Work Product." For clarity, Work Product shall not include any Service Provider Tools (as defined below). Service Provider will not be responsible for the day-to-day management of the Development Team or the outcome of any projects, services or Work Product performed or produced by the Development Team, being Client responsible for it.

2. SELECTION OF PERSONNEL

After Service Provider selects candidates for the Development Team, Client may conduct its own interview of a candidate. Service Provider will exercise reasonable efforts to ensure that the Development Team consists of candidates approved by Client, such approval not to be unreasonably withheld, and provided that such approval (or lack thereof) does not result in a violation of any applicable employment or discrimination laws, rule or regulations. Notwithstanding anything to the contrary, Service Provider makes no guarantees that any

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Development Team Member will remain a member thereof. If Service Provider's relationship with any member of the Development Team ends for any or no reason, Service Provider will use good faith, reasonable efforts to contract with a suitable replacement, and such occurrence will not be considered a breach of this Agreement by Service Provider. If Client requests in writing to stop receiving services from a specific Development Team Member, Service Provider will ensure that such member ceases performing work for the Client, provided that (i) this decision does not result in a violation of any applicable employment or discrimination laws, rules or regulations and (ii) Client pays or reimburses Service Provider for any costs associated with such termination as required by applicable law.

3. TERM AND TERMINATION

(a) The Initial Term of this Agreement will start on the Effective Date and end on the six (6) month anniversary of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall continue indefinitely, unless earlier terminated pursuant to this Section 3 (the "Subsequent Term" and together with the Initial Term, the "Term").

(b) During the Term, if either party materially breaches this Agreement (including failure to make any payment hereunder), the other party may terminate this Agreement by giving thirty (30) days' (five (5) days' in the case of nonpayment) written notice of such breach, unless the breach is cured within the notice period. Additionally, either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within sixty (60) days. Following the Initial Term, Service Provider or Client may also terminate for any reason or no reason upon ninety (90) days' prior written notice to the other and provided Client pays Service Provider all amounts due or accrued as of such termination, as well as any costs associated with termination of this Agreement.

(c) Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties under this Agreement shall cease, except that the provisions of this Section 3(c) and Section 9 and any payment obligations that accrued prior to the effective date of termination shall survive.

4. BILLING PROCEDURES & COMPENSATION

Client agrees to pay Service Provider the applicable Remotely Works Access Fee, Payroll, and Non-Solicitation Exemption Fee, (each as defined in Exhibit A to the Order Form(s) between the parties, and together, the "Fees") in accordance with Exhibit A to the Order Form(s) between the parties and subject to change upon prior written consent of the parties. The initial Remotely Works Access Fee will become due and payable the earlier of either the mutually agreed upon initial recruiting kickoff meeting or fourteen (14) days from the Effective Date (the

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"Billing Date"). Any change in Remotely Works Access Fee shall apply on the date Client requests Service Provider to open a requisition for a Development Team Member, on a pro rata monthly basis.

Any applicable Non-Solicitation Exemption Fee shall be due and payable as accrued and included in the invoice for the month following the month in which such fee was incurred.

The Service Provider shall submit to Client invoices for the Remotely Works Access Fee and Payroll on a monthly basis. Client shall pay all invoices within fifteen (15) calendar days after receipt thereof. Late payments of any Fees will be subject to an interest charge of one-and-a-half percent (1.5%) per month or the highest charge allowed by law, whichever is lower.

5. EXPENSES

Client shall reimburse Service Provider for reasonable travel and incidental expenses that are actually incurred (either directly or indirectly by Service Provider) in connection with the Services provided.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION.

Each party shall exercise reasonable care to keep confidential and not disclose to any other party or use, except to exercise its rights or to perform its obligations as required by this Agreement, the content of this Agreement as well as any non-public information obtained from the other party that by its nature would be understood by a reasonable person to be proprietary or confidential ("Confidential Information"); provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, or (iv) to the minimum extent use or disclosure is required by court order, labor authorities resolution or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other party prior to making any such use or disclosure.

7. INTELLECTUAL PROPERTY

(a) Ownership; Assignment of Work Product. Service Provider hereby assigns to Client all title, patents, copyrights, mask work rights, trade secret rights, and any other intellectual property and rights anywhere in the world that it may have or acquire in the Work Product

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(collectively, the "Rights"). Furthermore, Service Provider will cause the Development Team Members to execute customary intellectual property assignment agreements. Notwithstanding the foregoing, nothing in this Agreement prevents Service Provider from engaging any other company as a client or from developing or having developed any work product similar to the Work Product for other clients as it provides to Client hereunder.

(b) License; Retention of Rights. Client hereby grants Service Provider and all Development Team Members a non-exclusive, royalty-free license to use Client Materials (as defined below) to provide the Services to Client. Client shall retain ownership of all technology, tools, data and applications and other materials (tangible or intangible) or information that it supplies or makes available to Service Provider or the Development Team in connection with the Services or other services performed by the Development Team ("Client Materials"). Service Provider (and its licensors) shall retain all right, title and interest in and to all software, documentation, models, processes, methodologies, technologies, tools, programs, applications, platforms, data, information, reports, techniques, know-how and processes (i) owned or licensed by Service Provider prior to the Effective Date, (ii) created by or for Service Provider outside the scope of this Agreement, or (iii) that are not specific to the provision of the Services, including without limitation reports and evaluations of Development Team performance (collectively, "Service Provider Tools"), together with all associated intellectual property rights in and to any of the foregoing.

(c) General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, the Service Provider shall not be prohibited or enjoined at any time by Client from utilizing any "skills or knowledge of a general nature" acquired during the course of performing the Services specified under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another client.

(d) Feedback. Client may provide input regarding the Services, including, without limitation, comments or suggestions regarding the possible improvement or enhancement of the Services ("Feedback"). Client shall, and hereby does, assign to Service Provider all right, title and interest (including all related intellectual property and other proprietary rights) in and to the Feedback, and such Feedback will be and become Service Provider's Confidential Information. Client shall and hereby does make all assignments necessary to achieve such ownership by Service Provider, and acknowledges and agrees that Service Provider will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback as Service Provider sees fit, without obligation or restriction of any kind.

(e) Service Provider may use Client's name and/or logo for the purpose of disclosing to any third party that Client is one of its customers (including in any publications, marketing or advertising materials).

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8. SECURITY; SERVICE PROVIDER'S INFORMATION SECURITY POLICY; RELEASE OF CLAIMS; SERVICE PROVIDER PROPERTY.

(a) Service Provider will install antivirus, malware, or other device management software ("Security Software") on the laptops and computers ("Equipment") it provides the Development Team for use in connection with this Agreement. During the Term of this Agreement, Client acknowledges and agrees that it will, at all times, comply with Service Provider's Information Security Policy as set forth in Exhibit A below.

(b) If Client i) prohibits the installation of the Security Software or otherwise impairs the installation process, ii) requests Service Provider remove such Security Software from the Equipment, iii) deletes or otherwise modifies or impairs the operation of such Security Software, iv) instructs or otherwise causes the Development Team to do any of the foregoing, or v) breaches, violates, or does not comply with the Information Security Policy, Service Provider shall have no liability for any damage, loss, or expense relating thereto or arising therefrom. Client on behalf of itself, and its heirs, executors, officers, directors, employees, subsidiaries, affiliates, investors, shareholders, administrators, predecessor and successor corporations, assigns (including purchasers of assets), legal representatives, agents, successors in interest, and partners, hereby agrees to unconditionally, fully and forever waive, discharge, and release from liability Service Provider and its officers, directors, employees, investors, lenders, shareholders, administrators, predecessor and successor corporations, assigns (including purchaser of assets), legal representatives, agents, successors in interest, affiliates, and partners, of and from any claim, duty, obligation, cause of action, action, right, judgment, obligation, demand, accounting, or damages, whether presently known or unknown, suspected or unsuspected, relating to or arising from this Section 8(b), that any of them may possess, including, without limitation, any and all claims for attorneys' fees and costs.

(c) With respect to all the matters herein released, Client knowingly waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States or any other jurisdiction. Said Section 1542 provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

(d) Client acknowledges and agrees that Service Provider may, subject to the confidentiality obligations herein, have the ability to access or monitor Client and Development Team's Work Product and other content on the Equipment, including, without limitation, the stored computer files and email messages.

9. GENERAL

(a) <u>Representations and Warranties</u>. Each party represents and warrants that (i) it has full corporate power, authority, and rights necessary to perform its obligations under this Agreement; (ii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and

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(iii) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound. Client further represents and warrants that (iv) it owns the Client Materials or otherwise has the right or authority to grant Service Provider and the Development Team the rights to use them as set forth in this Agreement, (v) that Service Provider's and Development Team's performance of the Services and use of the Client Materials in accordance with this Agreement will not violate (A) any applicable law, rule, or regulation or (B) the privacy rights, publicity rights, copyright rights, contract rights, intellectual property rights, or any other rights of any person or entity.

(b) <u>Indemnity</u>. Client will defend and indemnify Service Provider, its affiliates, directors, officers, agents and employees against any claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees), and expenses in connection with or arising from (i) Client's actions and inactions with respect to the Development Team, (ii) any breach of Client's representations and warranties hereunder; and (iii) any products, services, or offerings of Client.

(c) <u>Relationship of Parties</u>. For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. Service Provider will be solely responsible for its income taxes in connection with this Agreement and Client will be responsible for sales, use and similar taxes, if any.

(d) <u>Non-Solicitation of Personnel.</u> During the Term of this Agreement, and for a period of two (2) years thereafter, Client will not directly or indirectly solicit any personnel of Service Provider, provided, however, that Client may solicit the Development Team Members contingent upon payment to Service Provider of the applicable Non-Solicitation Exemption Fee specified in these Special Conditions. For the avoidance of doubt, the payment to Service Provider of any applicable Non-Solicitation Exemption Fee shall only be due and payable upon Client's hiring of such Development Team Member.

(e) <u>Assignment</u>. Neither party shall have the right to assign this Agreement to another party except that Service Provider may assign this Agreement or any of its rights and obligations hereunder, or outsource the Services, in full or in part, to any of its affiliates or a successor to substantially all its relevant assets or business.

(f) <u>Governing Law</u>. This Agreement and any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its conflict of laws principles, and the the parties hereby submit to exclusive jurisdiction and venue in the federal and state courts located in New York County, New York. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

(g) <u>Limitation of Liability; Excusable Delay</u>. IN NO EVENT SHALL SERVICE PROVIDER OR ANY DEVELOPMENT TEAM MEMBERS BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT

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LIABILITY OR OTHERWISE) FOR ANY (A) LOSS OR INACCURACY OF DATA OR COST OF PROCURING SUBSTITUTE SERVICES, (B) LOSSES ARISING FROM CLIENT MATERIALS, (C) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO IT HEREUNDER DURING THE PRECEDING TWELVE MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither party shall be liable to the other for any delay or failure to perform, which is due to causes beyond the reasonable control of said party; provided, however, that failure to make any payments provided for herein shall not be excused for any such cause.

Neither party shall be liable in contract or in tort (including, but not limited to negligence) to the other party for any damages resulting from loss of data or use, or for special, indirect, incidental or consequential damages arising out of or resulting from Service Provider's or the Development Team's performance or non-performance hereunder.

Service Provider's liability will be limited to the amount actually paid by Client to Service Provider for this engagement.

(h) Cooperation. Client acknowledges that the performance of the Services is dependent upon the timely provision of Client Materials and other cooperation and assistance by Client, as may otherwise be requested by Service Provider or the Development Team from time to time. Client further acknowledges that any delay or failure by it to provide the foregoing may impact the ability of Service Provider or Development Team to perform the Services, and that Service Provider shall have no liability to Client or otherwise as a result of any such delay or failure.

(i) Entire Agreement; Amendment; Modification or Waiver; Notices. This Agreement (and any attachments hereto, which are incorporated herein) set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. No waivers shall be effective unless agreed to in a writing executed by both parties, and no waiver of any breach shall be deemed a waiver of any subsequent breach. Any notices in connection with this Agreement will be in writing and sent by first class US mail, confirmed facsimile or email, or major commercial rapid delivery courier service to the address specified below for notice or such other address as may be properly specified by written notice hereunder. In the event of any conflict between the terms in the body of this Agreement and any terms included in any attachment hereto (including, without limitation, Exhibit A or any Special Conditions to the Services), the following order of precedence shall apply to the extent of the conflict, unless the parties expressly agree otherwise in a mutually executed writing: (1) Special Conditions to the Services; (2) the terms in the body of this Agreement; (3) any Exhibit or Order Form.

(j) Warranty/Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN EXHIBIT A TO THE ORDER FORM(S) BETWEEN THE PARTIES, IF ANY, THE SERVICES ARE PROVIDED "AS-IS" AND SERVICE PROVIDER DISCLAIMS ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO ANY SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND DO NOT GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CLIENT'S REQUIREMENTS, and the stated express warranties, if any, are in lieu of all other obligations or performance liabilities arising out of or in connection with the rendering of the Services hereunder.

(k) <u>Counterparts</u>. This Agreement may be executed in counterparts, which, when joined, shall constitute one document. Any photocopy or facsimile of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

In witness whereof, the parties intend to be bound by the terms of this Agreement as evidenced by their signatures on any Order Form to which this Agreement applies. Both parties consent to the use of digital signatures as proof of this legally binding commitment. Client consents to receive this Agreement and any notices hereunder by such electronic delivery and agrees to participate through any on-line or electronic system that may be established and maintained by Service Provider or a third party designated by Service Provider.

EXHIBIT A

Data Protection & Information Security Requirements

Definitions

"**Agreement**" means the agreement to which this Exhibit A is attached.

"**Incident**" means an event that creates reasonable suspicion that Client's Systems and/or computerized data may have been subject to an event that threatens the confidentiality, integrity and/or availability of Service Provider data.

"**Systems**" means Client's facilities, information systems (including mobile computing devices, servers, networking equipment, storage media, and host software systems) storing, processing or transmitting Service Provider data.

"**Client**" means the party contracting with Service Provider with respect to the products and/or services set forth in the Agreement.

"**Service Provider**" means Remotely Works, Inc.

1. Assigned Security Responsibility. Client will designate a management level or above security official employed by Client responsible for the development, implementation, and ongoing maintenance of its information security program.

2. Secure Authentication Protocols and Access Control Measures. Client will implement and maintain secure authentication protocols and access control measures for its Systems, including without limitation: (a) use of secure user authentication protocols (including control of user IDs and other identifiers), (b) a secure method of assigning and selecting passwords, or use of unique identifier technologies (such as biometrics or token devices), (c) control of data security passwords to ensure that such passwords are kept in a location and/or format that could not compromise the security of the information they protect, and (d) restricting access to active users and active user accounts only.

3. Incident Response Plan and Notification of Information Security Incident. Client will implement policies and procedures that detect, respond to, and otherwise address information security incidents, including specific points of contact available to Service Provider in the event of an Incident. Client will notify Service Provider of any Incident within one (1) hour of Client's knowledge or suspicion thereof via telephone and electronic mail to the Service Provider Security Official and emails addresses identified below. In addition, within forty-eight (48) hours of the Incident, Client will provide a written report via email to such Service Provider Security Official describing in sufficient detail the Incident and Client's response and corrective actions taken or to be taken to mitigate any and all harm. Upon Service Provider's request, Client will provide Service Provider all ongoing information related to the Incident requested by Service Provider, including, but not limited to, raw logs for forensic investigations. Security Email:

4. Device and Media Controls. Client will ensure that all media containing Service Provider data sent outside its facilities is encrypted, logged, authorized by management, and sent via secured courier or other delivery method that can be tracked. Client will encrypt all back-up/archive media and any

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devices, including those that may be taken outside its facilities, containing Service Provider data, and restrict access to all off-site backup/archive media to appropriate authorized personnel.

5. <u>System, Storage and Transmission Security</u>. Client will (a) implement firewall protection, router configuration rules and standards to ensure the integrity of Service Provider data and the restriction of connections between untrusted networks and any System components in the environment, (b) maintain up-to-date application security firewalls to ensure protection of Layer 7 and other application platform oriented threats and the regular testing of such firewalls to ensure the effectiveness of application oriented threat mitigation by application layer firewalls, and (c) ensure that no Service Provider data is transmitted, processed, or stored in a country outside of the United States without prior notice and written consent from Service Provider.

6. <u>Data Retention/Secure Disposal</u>. Unless otherwise directed by Service Provider in writing, Client will retain Service Provider data for a period of six (6) years from the termination or expiration of the Agreement. Prior to destroying Service Provider data, Client will provide thirty (30) days' written notice to Service Provider indicating Client's intent to destroy Service Provider data and providing Service Provider with the option to have such Service Provider data returned to Service Provider in a secure manner. Upon any destruction of Service Provider data, Client will provide Service Provider with a certification of destruction including a summary report indicating the Service Provider data destroyed. Client will ensure the secure disposal of Service Provider data in accordance with NIST SP 800-88.

7. <u>Scanning and Testing</u>. At least once per month, Client will perform internal system, endpoint systems, and application vulnerability assessments and external web (and other, if applicable) application and infrastructure vulnerability assessments on all Systems used to provide services under the Agreement and remediate any identified vulnerabilities promptly.

8. <u>Contingency Planning</u>. Client will implement and maintain contingency plans to address an emergency or other occurrence (e.g., fire, vandalism, system failure, and natural disaster) that damages or destroys Systems or Service Provider data, including, without limitation, a data backup plan, a disaster recovery plan, with, at least, annual testing of each such plan and continuous improvement of each such plan.

9. <u>Audit Logging</u>. Client will implement and maintain hardware, software, and/or procedural mechanisms that record and examine activity in Systems, including appropriate logs and reports concerning the security requirements set forth herein and compliance therewith.

10. <u>Client System Access Management</u>. In the event that any Service Provider personnel have been provided access to Systems (e.g., extranet, data-room or other similar collaborative data service or platform), Client will track each Service Provider personnel's access to, and usage of, such Systems and will disable the access credentials of any and all Service Provider personnel who have not accessed such Systems for one (1) year.

11. <u>Subcontractors</u>. If Client intends to (i) provide access to any Systems or Service Provider data to any subcontractors or other third parties or (ii) use any subcontractors or other third parties to fulfill its obligations under the Agreement, it must notify Service Provider in advance and in writing and obtain express written approval from Service Provider. Client shall ensure that each approved subcontractor

requires privacy and security controls at least as restrictive as those in this Agreement. Client must maintain a list of all of its subcontractors that includes approval by Service Provider and the location(s) where Service Provider data is stored and/or processed. Client shall be fully responsible and liable for any acts or omissions of its subcontractors or other third parties.