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Master Services Agreement

This Master Services Agreement (“Agreement” or “MSA”) establishes the terms and conditions for all services REDW LLC, and its affiliates (“REDW”), provide to the client(s) (“Client”) named in any Statement of Work ("SOW"). This MSA takes effect on the date of the relevant SOW and applies to all REDW services, whether or not they are specifically listed in a SOW. By signing any SOW with REDW unless otherwise agreed in writing, or by Client otherwise engaging REDW for the provision of any services, this MSA covers all SOWs signed on or after their effective date. Existing SOWs signed before this MSA will still govern those services.

1. Scope of the MSA.

At the Client’s request, REDW will provide specific services within a defined project (“Project”), as described in one or more written SOWs. Each SOW will include this MSA, and both parties must agree to its terms. REDW will perform services and deliver Project deliverables to the Client according to this MSA and the SOWs.

2. Fees for Services.

The SOWs will state the fee(s) for REDW’s services. If there are any expected fee changes during the Project, REDW will inform the Client promptly. REDW may require an upfront payment before starting or finishing work.

The Gross Receipts Tax (GRT) is a tax imposed on our firm for conducting business activities in New Mexico. It is our policy to pass this tax obligation onto our clients as part of the total cost of the services provided. This means that the invoiced amounts will include the GRT in addition to the charges for services rendered.

If any invoice is overdue, REDW may pause the Project until the account is made current. If REDW stops work due to nonpayment, Services will be considered completed once REDW notifies the Client, in writing, even if the work is unfinished. In such a case, the Client must pay REDW for time spent and any costs incurred up to the notification date. Additionally, REDW may charge a 1.5% monthly late fee (or the maximum allowed by law).

3. REDW Services and Warranties; Limitations.

REDW will perform its services with reasonable skill and care, following all necessary regulations. REDW may use trusted third-party providers, including some outside the United States, and may use various tools and technologies, including generative AI (subject to Section 6 below).

REDW takes Client data security and privacy seriously. To meet regulatory requirements, all data is stored on servers within the United States, except as otherwise permitted herein. REDW follows strict policies and uses advanced technology to keep client information confidential and secure. Client information may be shared with trusted third parties, including some in other countries, but REDW protects this information with strict contracts and policies with service providers.

Unless a SOW states otherwise, REDW’s services do not include detecting fraud, irregularities, or misrepresentations. REDW’s work is limited to the periods and matters described in the SOW. Conclusions are based only on information provided by the Client and may not be accurate if that information is incomplete or inaccurate. Drafts or informal opinions from REDW should not be relied upon.

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Certain laws, regulations, professional standards and/or other industry standards can change over time and/or be subject to reasonable differences of opinion in interpretations and can be highly dependent on the particular facts or circumstances. Therefore, the Client agrees that REDW is not liable for its good faith interpretations and recommendations with respect thereto. The conclusions and deliverables REDW provide are limited to the matters for which REDW was hired. Conclusions about other matters not mentioned in a SOW should not be assumed.

4. Client Responsibilities.

The Client must meet certain responsibilities, as required by industry standards and as listed in the SOW to help REDW deliver the services. If these are not met, REDW's work may be delayed, quality may be affected, and extra fees may apply.

Some SOWs may also involve third parties, such as, without limitation, the Client's attorneys or other parties gathering and/or providing information on behalf of the Client, and/or third-party software tools used by Client to manage, organize, search and retrieve Client data. The Client remains responsible for the accuracy and completion of all dependencies and assumptions, even those relying on third parties or third-party tools, and must ensure all third-party tasks are completed as described in the SOW.

Any information given to REDW by the Client must be complete and accurate to the best of the Client's knowledge. REDW will rely on this information in order to provide the most appropriate services to the Client. If and when Client becomes aware that any previously provided information was (or possibly was) inaccurate or incomplete, Client shall immediately notify REDW and correct such information.

5. Electronic Communications.

REDW and the Client agree to use email and other electronic methods—including secure portals or cloud file sharing systems—to exchange information, including confidential details. If the Client does not agree to use the secure systems for any of the services REDW provides, written notification is required expressing so. This disagreement may result in increased costs and longer completion times for services.

These systems make it easier for REDW and the Client to share and access documents and data, and REDW will take reasonable steps to protect this information. However, electronic communication can carry some risks. Both parties agree to make reasonable efforts to keep their documents and data safe and to oversee how their staff use the secure systems.

6. Use of Confidential Information.

While providing services, REDW will receive confidential information from the Client and will follow its policies to keep this information private. The Client authorizes REDW to anonymize and utilize some of this information for general statistical or similar uses. REDW may also use Client information to send REDW administrative and marketing communications.

If Client receives any confidential information from or about REDW, Client agrees to protect the confidentiality of such information using at least industry standard measures and at least the same efforts it uses to protect its own confidential information.

Each party may use software or services that incorporate artificial intelligence or machine learning, provided that such use does not (i) involve inputting the other party's confidential information into publicly available AI tools or services that store, retain, or repurpose such data; (ii) permit training of any LLM AI model on the other party's confidential information in a way that leaves residual confidential information in such model; (iii) otherwise compromise the confidentiality provisions of this Agreement.

REDW is expressly permitted to use in its discretion any anonymized and/or aggregated information from or about Client or the services provided to Client.

7. Beneficial Ownership Reporting.

Starting January 1, 2024, the Corporate Transparency Act and the interim final rule dated March 21, 2025, requires "foreign reporting companies" to file Beneficial Ownership Information (BOI) reports, with updates due within 30 days of any changes. Not filing can result in significant penalties, and these rules apply to all ownership types. Unless a SOW says otherwise, REDW is not responsible for helping the Client determine, file, or update their BOI reports.

8. Deliverables, Documents, and Work Product.

The Client must protect Deliverables provided by REDW within the SOW (except filed tax returns) and not share them with others. When using REDW's Services or Deliverables (except for copies of filed tax returns), they should only be used for their intended purpose.

REDW keeps records to support its work and follows its own storage retention policies. Documents the Client provides are treated as accurate copies; REDW may store them electronically and destroy paper copies. REDW is not responsible for keeping Client documents safe or for any loss or damage to them. REDW will use commercially reasonable methods to prevent unauthorized access to any information it keeps. If the Client asks for copies of its documents, REDW will try to provide them and may charge a fee.

All research, analysis, documentation, and work products that REDW creates for a SOW belong to REDW and may include confidential or proprietary information. REDW only needs to give the Client the final Deliverables for a Project listed in the SOW, not drafts or other work product. If arranged in advance, the Client may review REDW's work product while supervised.

9. Legal Process.

Unless specifically agreed, REDW's services do not include taking part in any legal or regulatory proceedings. If a third party attempts to access REDW's materials through a subpoena or other legal process, REDW will notify the Client immediately. If REDW must take part in legal matters not covered by its services, the Client will be billed separately for these services. This policy also applies after the MSA or any SOW ends.

10. Limitation of Liability and Damages.

To the extent permitted by applicable laws, (a) REDW's total liability for any issues is limited to twice the amount paid for the specified work in question, even if REDW is at fault; and (b) For intentional wrongdoing or fraud, damages are limited to actual losses only.

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To the extent permitted by applicable laws, REDW is not responsible for indirect, consequential, punitive, or special damages, such as lost profits or missed business opportunities, and is not liable for delays unless agreed otherwise in writing.

If the Client gives REDW wrong or incomplete information, or does not provide information on a timely basis, REDW is not liable for any resulting issues or costs.

Claims related to REDW's services must be made within two years after the work is finished, or the Client becomes aware of the issue, or else they are considered waived.

REDW will comply with applicable laws and industry required professional responsibilities (e.g., if and to the extent required, GAAP). EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY SOW, REDW MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

11. Mutual Indemnification.

REDW will cover the Client for reasonable and foreseeable out of pocket costs or damages from unaffiliated third-party claims to the extent arising because REDW was grossly negligent or acted with willful misconduct—unless the Client caused the issue (in whole or in part) by giving false, incomplete, or misleading information, acted dishonestly, or violated the agreement.

The Client will cover REDW (in real time on demand) for liabilities, losses, costs or damages, including from third-party claims, that result from REDW properly doing its job, and/or arising from any data or other materials provided by or on behalf of Client hereunder, and/or arising from violations of REDW's confidentiality or intellectual property. to the extent such liability was not caused because REDW knowingly provided materially false or misleading information.

12. Notices.

All notices must be in writing and sent by email, hand delivery, delivery service, or certified mail to the address of the main REDW office performing the service is located. Notices are considered received once delivery is confirmed, or three days after mailing. Notices to REDW require proof of receipt, including a copy in writing to the main headquarters to the attention of the Legal Department. REDW may include Client's name and/or logo in any list of its representative clients.

13. Arbitration.

If REDW and the Client have an unresolved dispute over services or fees, both sides waive the right to a jury trial. They agree to try mediation first with a neutral mediator. If they cannot agree on a mediator within 30 days, one will be appointed by the American Arbitration Association (AAA). If mediation does not work, the dispute will go to arbitration in the city of the main REDW office, unless the parties agree otherwise. Arbitration follows federal law and AAA rules, and the arbitrator will be experienced in accounting and the services under dispute. The arbitrator cannot award non-monetary or punitive damages. Arbitration decisions will be written and can become a court judgment. Each party pays its own costs, and both split the arbitrator's fee. All proceedings and shared information are confidential, unless disclosure is required by law or regulations.

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14. Non-Solicitation.

Both REDW and the Client make a significant investment in their employees. During the term and/or 12 months thereafter, neither party may knowingly target and actively recruit the other's current and recent (in the prior 3 months) employees (known to them via active participation in this Agreement) without written permission. If either party violates this paragraph (not through a general job posting), they must pay the other party an amount equal to the employee's last 12 months' guaranteed salary. This rule does not apply to employees who respond to public job postings.

15. Conflicts of Interest.

If either party believes there is a conflict of interest that affects REDW's ability to provide services, they must inform the other party immediately and explain the conflict. If the conflict means services need to end for ethical reasons, the termination rules in this MSA will apply. This Agreement is non-exclusive, and REDW is permitted to do similar work for any other party, including Client competitors, subject only to the express confidentiality obligations herein.

16. Assignment of SOW.

No party to the SOW shall assign its rights and obligations under the SOW without prior written consent of the other party, except that REDW may assign the SOW(s) and any and all of its rights and obligations hereunder in connection with (a) a sale, assignment, restructuring or transfer of the assets of REDW resulting in the assets of REDW being transferred to another accounting or advisory firm that maintains all necessary licenses to perform the services under the SOW(s), or (b) a change in control of REDW (either (a) or (b) a "Transaction"). Client acknowledges and agrees that upon such assignment by REDW in connection with a Transaction, the assignee shall have the right to enforce the terms of the SOW and this MSA as if it were an original party hereto. Further, in the event of a Transaction, Client hereby consents to the disclosure and transfer to the assignee of the entire Client file, and all documents and information necessary for the assignee to perform the services hereunder, including confidential Client information.

17. Termination and Amendment.

Either party can end any SOW by giving 60 days' written notice. The terms of the MSA will continue to apply until all SOWs are finished or ended. REDW can also end the agreement immediately if the Client is in breach of this agreement or the SOW and does not remedy within ten business days after being notified, or if it becomes inappropriate to continue the relationship. If the agreement ends, the Client is liable for and must pay for services and expenses up to the end date. In the event of termination by REDW for uncured material breach by Client, Client will be liable for the full amounts that would have been due and payable under the full expected term length of each terminated SOW. Any changes to the MSA or a SOW by Client must be in writing and signed by both sides.

18. Governing Law.

All REDW services are governed by the laws of the state where the main REDW office performing the services is located, unless federal law applies instead.

19. Force Majeure.

Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by factors outside its reasonable control, such as, but not limited to, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

20. Modifications to Terms.

REDW can change the terms of this Agreement by posting updates online or giving notice. Changes take effect right away. If the Client does not agree with the changes, they may end the Agreement. Using REDW's services after changes means the Client accepts the new terms.

Effective Date: October 2026.

REDW reserves the right to update these terms (and any exhibits or schedules) as needed.