



MASTER SERVICES AGREEMENT - ONLINE

This Master Services Agreement (“Agreement” or “MSA”) is entered into effective as of the earliest date you execute an SOW for the provision of services and is intended to establish the terms and conditions that will apply to all Services provided by REDW LLC and its affiliates (collectively “REDW”) from that date forward for the client(s) identified on your earliest SOW, (“Client” or “you”) even if such future Services are not expressly covered by a Statement of Work (“SOW”). To the extent there is any inconsistency between the terms and conditions contained in this MSA and any SOW, the terms and conditions of this MSA shall prevail unless otherwise agreed to in writing. This MSA will apply to all SOWs executed on and after the above effective date. Existing engagement letters in effect prior to the effective date of this MSA will continue to govern the Services provided by REDW pursuant to such engagement letters.

1. Scope of MSA. As requested by you, REDW will provide specific professional and related services (“Services”) and items you request us to produce for you (“Deliverables”). These will be described in one or more written statements of work (“Statement of Work” or “SOW”). The SOWs will reference and incorporate this MSA and both you and REDW will need to agree to the terms and conditions contained in the SOWs. The Services will be performed, and the Deliverables will be created and provided to you, in accordance with the terms and conditions contained in this MSA and the SOWs.

2. Fees for Services. The fees for the Services provided by REDW will be explained in the SOWs. If REDW anticipates any changes in the fees while performing our Services, REDW will discuss this matter with you in a timely manner. If an SOW does not discuss the fees for the Services being provided pursuant to that SOW, the fees will be based on the overall value of the benefits provided to you by REDW in providing the Services requested.

REDW will send invoices for our fees periodically, such as monthly or when significant milestones are completed. Our invoices will include applicable New Mexico Gross Receipts taxes and / or any other applicable taxes. The invoices need to be paid promptly upon receipt. Sometimes, REDW may ask for a significant upfront payment before starting or completing the work mentioned in an SOW. If the account becomes overdue, a late fee of 1.5% per month (or the highest rate allowed by law if lower) may be charged, unless otherwise stated in the SOW. You agree that our fees and expenses are not dependent on the outcome of the work.

If your account is overdue, REDW may put the work on hold until the account is fully paid. If REDW decides to stop providing our Services due to nonpayment, our Services will

be considered completed once REDW notifies you in writing that it is stopping work, even if the work or Deliverables are not finished. In that case, you will need to compensate us for the time spent at our current hourly rates and reimburse us for any costs incurred through the notification date.

3. REDW Services and Warranties; Limitations. REDW will provide its Services with reasonable skill and care, following the applicable regulatory standards. REDW may use third-party service providers, including some residing outside the United States, to help us with the Services REDW provides to you. REDW also uses a variety of tools and technology to provide the Services, including generative AI.

REDW prioritizes the security and privacy of your data by implementing comprehensive measures within our virtual environment. REDW's data storage is restricted to servers located exclusively within the United States, ensuring compliance with local and federal regulations. REDW follows strict guidelines and employs various advanced tools and techniques in managing this virtual environment. REDW will take reasonable steps to keep the Client's information confidential and secure.

We may transfer some of your information to third-party service providers that we engage, including some who may reside in different countries. REDW has internal policies and procedures, as well as strict contracts with its service providers, to protect the confidentiality of the Client's personal and confidential information that may be provided to such service providers.

Unless specified in an SOW, our Services are not meant to identify fraud, irregularities, or misrepresentations. REDW will focus on the specific period(s) covered by the Services

REDW provides and not on earlier or later periods. The conclusions REDW provides are limited to the matters for which REDW was hired. Conclusions about other matters not mentioned in an SOW should not be assumed. Our conclusions are based on the facts and information provided by you, and conclusions may not be correct if the facts and information differ materially from what REDW was provided. You should not rely on draft or interim conclusions or verbal opinions REDW gives during the Services. If you want to rely on any verbal statements, you should inform us, and if appropriate, our final written conclusions will address those statements.

The technical and interpretive issues that REDW deals with often have uncertainties. Some issues may not have clear decisions from courts or government agencies, and even if they do, interpretations can change. Court decisions are generally specific to the facts of the case, and even small differences in facts can lead to different conclusions. Therefore, you understand and agree that REDW will not be held responsible for its good faith interpretation and recommendations regarding these issues.

4. Client Responsibilities. You will have certain responsibilities that help us provide the requested Services. These responsibilities may be explained in more detail in the SOW. It's important for the Client to fulfill these responsibilities so that REDW can properly deliver the requested Services. If you don't meet your responsibilities, REDW may not be able to perform the Services on time, the quality of the performance may be affected, and/or additional fees may be charged.

Third parties, like your attorneys, may be involved in some SOWs and have specific responsibilities related to the Services REDW is providing. The SOW will clearly state what are those responsibilities. You need to make sure that these third-party responsibilities are completed in a timely manner.

When you provide information to REDW as part of your responsibilities, it is important that the information is complete, accurate, and genuine to the best of your knowledge. Our personnel providing the Services described in the SOWs cannot be assumed to have knowledge or information provided to others, whether they are external to REDW or involved in other Services being provided by REDW to you.

5. Mutual Agreement regarding Electronic Communications. We both agree to use email and other electronic methods to send and receive information, including confidential information. This includes communication between outside specialists or entities engaged by either party. To ensure secure transfer and access to information needed for our work, REDW may use secure portals, file sharing, or a secure cloud-based document sharing site (collectively referred to as "secured systems"). You agree to follow the terms and conditions for using these secured systems.

The secured systems help us interact with you more efficiently as REDW works for you. Through these means, you can access stored documents and data. The documents and data stored in these secured systems are protected, and REDW takes reasonable steps to keep your information safe. However, like any data storage and transfer process, there is always a risk of breach. We both agree to make reasonable efforts to protect our electronic communications and exchanged data to prevent unauthorized access to each other's electronic systems. Each party is responsible for controlling access and proper use of the secured systems by their own staff.

If you do not agree to use the secured systems for any of the Services REDW is providing, you need to notify us in writing. However, note that this may result in increased costs and longer completion times for our Services, as may be reflected in the applicable SOW.

6. Potential Limited Use of Confidential Information. While performing services for you, REDW will obtain various confidential information. As stated in Section 3 above, REDW has internal policies and procedures in place to protect the confidentiality of the Client's personal and confidential information. You consent to REDW, within the limitations of applicable professional and legal restrictions, to aggregate some of your information for statistical or other similar purposes that does not disclose that information in any way that would allow any third-party to associate the information with the Client and to use your information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about REDW, and invitations to REDW-sponsored events.

7. Beneficial Ownership Reporting. Rules effective January 1, 2024 under the Corporate Transparency Act (the "CTA") require informational reporting for all business

entities that were incorporated or organized in the United States by filing a document with a Secretary of State or similar state office within the United States (a “Reporting Entity”). The CTA requires a Reporting Entity (with limited exceptions), to file a Beneficial Ownership Information (“BOI”) report with the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (FinCEN). The failure to file a BOI report carries substantial penalties if not timely filed. This BOI reporting is mandatory regardless of ownership structure or type of owners. Additionally, you may be required to report changes with respect to any information contained in a previously reported BOI within 30 days of such change if the change is reportable under the CTA. Unless otherwise stated in an SOW, REDW is not responsible for assisting you in determining your CTA filing obligations, for filing reports, for filing updates to previously filed reports, or for ensuring you file or update reports.

8. Deliverables, Documents and Work Product.

When using REDW’s Services or Deliverables (except for copies of filed tax returns), they should only be used for their intended purpose, if specified. They should not be used or relied upon for other purposes unless expressly allowed in the applicable SOW. It is your responsibility to protect the Deliverables and prevent unauthorized disclosure to third parties.

To meet professional standards, REDW needs to keep sufficient documentation to support our work. REDW will store this documentation according to our document retention policies, which may change over time. REDW assumes that the documents and information you provide to us are accurate copies of the original documents, and REDW may keep them as part of our work records. As part of our regular process, REDW may save the documents and information you provide in electronic format and destroy the physical copies. REDW is not responsible for the safekeeping of the Client’s documents and will not be liable for any loss, damage, or destruction of your documents and information. If REDW has copies of your information, it will protect that information from unauthorized disclosure using reasonable methods. If you request copies of previously supplied documents and information, REDW will make our best effort to fulfill the request and there may be charges for responding to such a request.

The research, analysis, and other work documentation created by REDW for each SOW belong to REDW and may contain proprietary and confidential information. REDW is

not obligated to provide you with any work documentation, drafts, or work products other than the completed final work product(s) agreed upon in the SOW. With prior arrangements, you or your representatives may be allowed to inspect our work documentation under supervision.

9. Legal Process. Unless specifically stated otherwise, our Services do not involve testifying, appearing or taking part in legal or regulatory proceedings, such as court hearings, administrative hearings, or discovery proceedings. REDW does not provide Services related to legal or regulatory inquiries or proceedings unless expressly mentioned in the SOW.

If a third-party, through a subpoena or other legal process, tries to access any materials in our possession regarding any of the Services REDW provided, REDW will inform you about it and work with you regarding our compliance in responding to these requests.

Furthermore, if REDW needs to be involved in legal or regulatory matters or proceedings where our Services are not at issue, such as responding to subpoenas, providing testimony, or participating in bankruptcy filings or private party litigation matters, REDW will bill you separately for these Services based on the complexity of the Services to be performed, our time expended, and any out-of-pocket expenses incurred. This applies to inquiries from government or industry regulators as well, whether they are initiated by you, a third-party, or through a subpoena. These terms also apply to any third-party proceedings that occur after the termination of our MSA or any SOW.

10. Limitation of Liability and Damages. Regarding our Services and this MSA, the liability of REDW and its current and former partners, principals, members, officers, directors, employees, agents, and contractors will not exceed two times the fees received for the specific work that caused the liability. This limitation applies even if REDW is at fault, including cases of negligence. However, if it is determined that any claims, losses, or damages are the result of REDW’s intentional wrongdoing or fraud, the damages will be limited to the actual damages caused by such actions.

REDW will not be responsible for any indirect, consequential, incidental, special, or punitive damages. This includes claims for lost profits, taxes, interest, penalties, loss of savings, or missed business opportunities. Unless otherwise agreed in writing by REDW, REDW will

not be liable for damages resulting from any delays in completing the work as anticipated under any SOW.

If inaccurate or incorrect information is provided by you or if you fail to provide accurate information to REDW in a timely manner, REDW will not be liable for any claims, costs, damages, losses, penalties, or assessments imposed on you as a result.

Both the Client and REDW agree that any claim arising from the Services, whether in contract, tort, or any other legal basis, will be considered waived if the claim is made more than two years after the earlier of (a) the date when our Services are completed, or the report or Deliverable is issued or (b) when the claim should have reasonably become known to the party making the claim.

11. Mutual Indemnification. REDW agrees to protect and cover any costs or damages incurred by you, your affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against you by third parties because of REDW failing to fulfill its responsibilities under each SOW. This responsibility does not apply if (a) you provide false, incomplete or misleading information to REDW, or (b) you have engaged in intentional misconduct or committed fraud, or (c) you materially breach this MSA, or any obligations stated in the applicable SOW.

You agree to protect and cover any costs or damages incurred by REDW, its affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against REDW by third parties because of the following: (a) REDW's proper performance of its duties under each SOW or (b) you providing false, incomplete or misleading information to REDW. This responsibility does not apply in the event of REDW's intentional misconduct, fraud, or material breach of REDW's duties under this MSA or any SOW.

To the extent either party becomes aware and notifies the other party that the **Limitation of Liability and Damages** or **Mutual Indemnification** provisions in this Agreement are prohibited by law, regulatory authority or applicable professional standards, these provisions will not apply to either party.

12. Notices. All notices to be provided pursuant to this MSA shall be in writing and sent by email, hand-delivery, national delivery service or certified U.S. Mail, return receipt requested, to the addresses included in the signature

section of this MSA or any updated address information contained in an SOW.

Notices will be deemed given upon electronic confirmation of delivery, hand delivery, and three days after deposit in U.S. Mail, as applicable.

13. Arbitration. In case you and REDW have disagreements about our Services or fees, and we can't resolve them ourselves, both parties agree that the matter may involve complex business or accounting issues. As a result, you and REDW agree to give up the right to a trial by jury in any legal action or claim related to our Services and fees for those Services. Instead, we will try to settle our differences through formal mediation, led by a neutral mediator acceptable to both parties, to minimize the costs involved. If we can't agree on a mediator within thirty (30) days, we will use a mediator appointed by the American Arbitration Association (AAA) according to their rules. If mediation doesn't succeed, we agree that arbitration would be the fairest way to resolve the issues. The party wishing to go to arbitration must give written notice to the other party, specifying the dispute. The arbitration will take place in the city where the primary REDW office providing the relevant Services is located, unless both parties agree on a different location. The arbitration process will follow the Federal Arbitration Act and the current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery will only be allowed if authorized by the arbitrator. The arbitrator, chosen from organizations like AAA, JAMS, or the Center for Public Resources, will be experienced in accounting matters. They won't have the authority to award non-monetary, equitable relief or punitive damages. The arbitration award will be in writing and accompanied by a well-reasoned opinion. The award can be confirmed as a judgment by a federal or state court. Each party will bear its own costs associated with arbitration, except for the costs of the arbitrator, which will be split equally. The arbitration proceedings and any disclosed information will be kept confidential, except as required by professional or regulatory bodies or in related confidential mediation or arbitration.

14. Non-Solicitation. We each understand and agree that we each invest significant resources in attracting, training, and keeping our employees. When employees leave, it costs each of us both time and money. Therefore, we each agree that without prior written authorization from an authorized representative of the other, we will not directly or indirectly try to persuade or encourage any employee of the other party to leave their employment with

such party during the period of employment by that party and for a period of twelve (12) months thereafter. If, during this time, one of us or any affiliated entity hires or engages a former employee of the other party as an employee or independent contractor, that party will be considered to have violated this Agreement. In that case, the offending party agrees to pay the other party as liquidated damages an amount equal to the total W-2 compensation the former employee received from such party in the four (4) months leading up to their departure. Notwithstanding the above, neither of us are restricted from, and will not be required to pay any liquidated damages as a result of, hiring a current or former employee of the other party who contacts the hiring party in response to a general or other non-targeted solicitation by the hiring party.

15. Conflicts of Interest. If either party believes a conflict of interest exists which affects the ability of REDW to provide the Services contained in the SOW, they will notify the other party immediately including providing a description of the potential conflict of interest. If the conflict of interest identified requires the Services provided under the SOW to be terminated because of either party's own or professional ethical standards, the termination provisions included in this MSA will govern the termination of the SOW and the related Services.

16. Termination and Amendment. Either party can end this MSA and / or any SOW as applicable, by giving

By signing the SOW, and acknowledging the terms and conditions contained in the MSA as documented in the SOW, REDW and Client have executed this MSA and the related SOW through their duly authorized representatives as of the date of the earliest SOW.

written notice to the other party at least sixty (60) days in advance. If this MSA terminates or is terminated while one or more SOWs remain outstanding, the terms of this MSA shall continue to govern the SOW, and the entire MSA shall be deemed finally terminated only upon termination of all outstanding SOW's, or completion of the work thereunder. Termination of one or more SOWs will not terminate this MSA. In addition, REDW has the right to terminate this MSA and/or any SOW immediately if you violate an important part of the MSA or SOW and do not fix the problem within ten (10) business days after receiving notice. REDW also may terminate this MSA and/or any SOW if REDW finds out information that makes it inappropriate for us to continue working together or client materially breaches our MSA or an SOW. A material breach includes, but is not limited to, not paying REDW's invoices on time, not providing requested information necessary for us to do our job, or engaging in dishonest, fraudulent, or illegal practices. If this MSA or any SOW is terminated by either party, you agree to pay for the Services provided by REDW up to the termination date, including reasonable expenses. Any changes to this MSA or a SOW must be in writing and signed by both parties.

17. Governing Law. All REDW Services are governed by the laws of the state in which the REDW office providing most of the relevant Services is located, except as superseded by any applicable federal law.