



MASTER SUB-CONTRACTOR AGREEMENT

THIS MASTER SUB-CONTRACTOR AGREEMENT ("Agreement") is made this September 2nd, 2025 ("Effective Date") by and between Cimpleit Inc ("Cimpleit"), a Texas company, located at 11691 Independence pkwy, Ste 100, Frisco, TX 75254 and Texplorers Inc ("Sub-contractor"), with EIN 800353288 and located at 1720 S Edmonds Ln, Suite 220 Lewisville, TX 75067

WHEREAS, Cimpleit desires to engage Sub-contractor to provide Cimpleit or Cimpleit's Client(s) or their Client(s), collectively referred to as their Client(s) ("Client"), with various services ("Services") as more particularly described on work orders in the form of Exhibit "A" attached hereto and incorporated herein for all purposes (collectively, the "Work Orders"); and

WHEREAS, Sub-contractor is skilled and experienced in the performance of such Services and desires to perform such Services for Cimpleit and their Clients under the terms and conditions set forth herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Work Orders.

Cimpleit hereby engages Sub-contractor, and Sub-contractor hereby agrees to be engaged by Cimpleit, to perform the Services on the terms and conditions set forth in this Agreement. Specific assignments shall be authorized under and specifically described in individual Work Orders issued by Cimpleit and executed by both parties, as described in Exhibit A. Individual Work Orders shall state whether the work is to be performed on a firm on a time and materials ("Time and Materials not to exceed 40 hours per week") basis. This Agreement shall apply to all Work Orders entered into during the term of this Agreement with respect to the Services that are the subject of this Agreement.

2. Term.

This Agreement shall remain in full force and effect for a term of one year from the Effective Date and shall be automatically renewed for an additional one (1) year term on the anniversary date of this Agreement each year thereafter, unless (a) earlier terminated as provided in this Agreement or (b) either party, no later than forty five (45) days prior to the expiration of the then-current term, gives notice to the other party of its intent not to renew this Agreement.

3. Price and Payment Terms.

- a. Sub-contractor shall be responsible for providing and be liable for all costs and expenses associated with all necessary administrative or support services required for performance under this Agreement, including, but not limited to, secretarial, photocopying and office services/support.
- b. Cimpleit shall not be obligated to pay Sub-contractor for any work performed or expenses incurred unless expressly authorized under a Work Order executed by a duly authorized representative of each party and unless the work is completed in accordance with the terms of the Work Order. In the event a Work Order for Time and Materials work contains a dollar limitation, Cimpleit shall not be liable for any fees resulting from work in excess of such limitation unless the parties otherwise mutually agree in an amendment to the Work Order signed by authorized representatives of each party. Unless otherwise specified in an individual Work Order, Sub-contractor must obtain the prior written approval of Cimpleit management (Via email) before incurring any time in excess of forty (40) hours per week, or for travel to or from clients, which is to be billed to Cimpleit.
- c. Cimpleit shall reimburse Sub-contractor for reasonable travel and lodging expenses incurred and paid for provided (i) Cimpleit has authorized the incurrence of such expenses in writing in advance; and (ii) Such expenses do not exceed the allowances Cimpleit makes for its employees or personnel or, if applicable, the allowances permitted by the Cimpleit Clients. In all cases billable expenses shall be limited to the following: (a) airfare at discounted, advance purchase coach fares, (b) hotel at reasonable rates if there is no corporate rate available, (c) car rental at compact or subcompact rates, (a) automobile mileage at the IRS-approved rate or other ground transportation and parking expense necessary to commute to the Client designated location(s), (e) Cimpleit's Client's authorized per diem, or actual if designated, expenses for meals and incidental personal charges. These expense limits will be communicated to the subcontract by email in advance of travel.
- d. Sub-contractor shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Sub-contractor in the performance of the Services rendered hereunder. Cimpleit shall have the right, upon reasonable notice, to review and copy such records and books of account and to audit at any time up to three (3) years after final payment to

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Sub-contractor pursuant to a Work Order, the direct costs, expenses and disbursements made or incurred in connection with the Services performed under such Work Order.

e. Sub-contractor will submit Time and Expense (T&E) reports in conformance with Cimpleit's Client's T&E reporting requirements utilizing either Cimpleit's and/or Cimpleit's Client's T&E reporting system(s). In all cases sub-contractor will submit T&E reports along with copies of receipts for all claimed expenses. These documents, not sub-contractor's invoices, will serve as the basis of payment for services and reimbursable expenses.

f. Sub-contractor will submit an invoice once a month at the end of the month for time and expenses. Cimpleit shall pay Sub-contractor the invoice amount within forty five (45) days after Cimpleit receives the invoice from the sub-contractor and the receipts for the expenses incurred. Subcontractor is expected to sign up for 'direct deposit' option to receive payments for services. If 'direct deposit' service is not availed, the mode of payment will be via check sent by US mail. Cimpleit will send payments via a courier service if payments were not received by the subcontractor within 10 business days.

4. Termination.

a. Either party may terminate this Agreement, or any applicable Work Order, at any time, without the need to provide a reason, by giving the other party written notice of termination. Such termination shall become effective ten (10) business days after the date of the receipt of such notice by the other party.

b. Either party, in addition to all other rights and remedies provided by law or this Agreement, may terminate this Agreement or the applicable Work Order in the event of material breach by the other party, unless the breaching party cures the breach within twenty (20) days of receipt of written notice specifying such breach. Either party may terminate this Agreement immediately upon notice in the event any assignment is made by the other party for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt.

c. Notwithstanding anything to the contrary contained herein, in the event that the agreement between Cimpleit and its Client is terminated, the particular Work Order between Cimpleit and Sub-contractor pertaining to that agreement shall terminate on the effective date of termination of the agreement between Cimpleit and its Client.

d. Upon expiration or termination of this Agreement or any Work Order for any reason, (i) Sub-contractor and its personnel shall return to Cimpleit all equipment, items, papers and written materials, including without limitation Proprietary Information, furnished to Sub-contractor or Sub-contractor's personnel by Cimpleit or their Clients in connection with the performance of the Services under this Agreement or such Work Order and (ii) Sub-contractor shall promptly deliver to Cimpleit all Works (as defined below), in whatever state of completion and, subject to subsection 3(a) above, Cimpleit shall thereafter pay Sub-contractor for Services performed and reimbursable expenses incurred prior to the effective date of termination, provided that Cimpleit shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date.

e. The following provisions shall survive any expiration or termination of this Agreement: Sections 3, 4(c), 4(d), 5 and 7 through 15.

5. Status of Parties.

Sub-contractor and all employees, officers, directors, agents or independent sub-contractors of Sub-contractors, shall be, and at all times during this Agreement shall remain, an independent sub-contractor in relation to Cimpleit. Sub-contractor is not an agent or employee of Cimpleit. Sub-contractor has no authority whatsoever to bind Cimpleit, by contract or otherwise, nor shall Sub-contractor represent that it has any such authority, express, implied or otherwise. Sub-contractor shall perform the Services under the general direction of Cimpleit as to the result of such activity, but Sub-contractor shall determine, in Sub-contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that Sub-contractor shall at all times comply with applicable laws. Employees, agents or other representatives of Sub-contractor performing work under this Agreement shall not have any rights to any of Cimpleit's employee fringe benefits, including, but not limited to, worker's compensation benefits, and Sub-contractor shall indemnify and hold Cimpleit harmless against any claims for such benefits. Sub-contractor shall comply with all applicable laws concerning Sub-contractor or its employees, agents or representatives including, but not limited to, the Immigration Control Act of 1986, Fair Labor Standards Act and applicable wage and hour laws. Sub-contractor shall assume all responsibility and liability for the actions or omissions of Sub-contractor and Sub-contractor's employees, agents, independent sub-contractors or other representatives performing work on behalf of Sub-contractor pursuant to this Agreement. Sub-contractor shall be solely responsible and liable for all employment taxes or other taxes of any kind relating to the work performed by Sub-contractor and its employees, agents or representatives hereunder, except taxes on Cimpleit's income.

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6. Insurance.

Sub-contractor, at its own cost and expense, shall secure and maintain in force during the term of this Agreement and any applicable Work Order (a) worker's compensation insurance (if applicable) providing statutory worker's compensation insurance and employer's liability insurance (with a limit of \$500,000 per occurrence); (b) general commercial liability insurance with (i) bodily injury limits of One Million Dollars (\$1,000,000) for injury or death to any one person, and One Million Dollars (\$1,000,000) for any one occurrence, and (ii) property damage limits of One Million Dollars (\$1,000,000) for any one occurrence, and One Million Dollars (\$1,000,000) in the aggregate; and (c) professional liability insurance in an amount not less than One Million Dollars (\$1,000,000). Certificates of insurance evidencing the required coverage and limits shall be furnished to Cimpleit before any work is commenced under this Agreement and shall further provide that there will be no cancellation or reduction of coverage without thirty (30) days' prior written notice to Cimpleit. Sub-contractor shall cause Cimpleit to be named as an additional insured under the required general commercial liability insurance policy.

7. Warranties.

Sub-contractor warrants that the Services will be performed with care, skill and diligence in accordance with the applicable professional or industry standards, and shall be of high professional quality, technically accurate and complete, and in strict accordance with the requirements of the applicable Work Order. Sub-contractor further warrants that it shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its Services. In the event of any breach of the above warranties, Sub-contractor shall, upon notice from Cimpleit and without additional compensation, promptly correct any deficiencies in the Services and/or deliverable items provided to Cimpleit pursuant to this Agreement and/or the applicable Work Order. If the Services have not been corrected to Cimpleit's satisfaction within the time frame specified in Cimpleit's notice, Cimpleit may, in addition to all other rights and remedies provided by law or in this Agreement, terminate this Agreement and/or the applicable Work Order.

8. Intellectual Property.

- a. Sub-contractor agrees that all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Sub-contractor in the course of providing the Services, including without limitation computer programs, computer systems, data and documentation, (collectively, the "Works") shall be the sole and exclusive property of Cimpleit and shall be considered works made for hire.
- b. In the event any such Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Sub-contractor hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Works to Cimpleit, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights.
- c. The above sections 8a and 8b are intended to protect Cimpleit rights for the work delivered during Subcontractor's assignment on Cimpleit projects. Cimpleit will be free to use these materials and inventions on other Cimpleit projects. Cimpleit recognizes that the subcontractor has existing intellectual property that they may deploy in use on this project and makes no claims to existing intellectual property. These sections reference intellectual property that may be developed during the course or Cimpleit projects.

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9. Infringement Warranty

Sub-contractor warrants that the Works will review any IP with Cimpleit before using any such IP so as to avoid infringement rights of the patents, patent applications, copyrights, trademarks or any intellectual property rights of any third party. Sub-contractor agrees that if a third party asserts a claim that the Works or any portion thereof infringes such party's intellectual property rights, Sub-contractor shall (a) either procure for Cimpleit or Cimpleit's applicable client the right to continue using such Works or replace or modify same so that they are non-infringing and (b) indemnify Cimpleit and its applicable client, and the officers, directors, employees, agents, representatives and affiliates of each, and hold them harmless from any costs, damages, liabilities, judgments, fees (including attorneys' fees) and expenses arising in connection with such claim of infringement.

10. Confidentiality.

a. Proprietary information (herein called "Proprietary Information") shall, for purposes of this Agreement, be deemed to be all such information, material and data of Cimpleit or its clients (i) labeled or designated in writing as confidential or proprietary, (ii) which Sub-contractor or its employees, agents or representatives are advised is proprietary or confidential or (iii) which, in view of the nature of such information and/or the circumstances of its disclosure, Sub-contractor knows or reasonably should know is confidential or proprietary, and solely by way of illustration and not in limitation shall include the following: drawings, designs, concepts, architecture, specifications, software programs, routines, subroutines, formulas, production plans, layouts, schedules, sales, cost and price analyses, financial information, personnel information, customer lists, formulae and marketing analyses, plans and data. Any Proprietary Information concerning Cimpleit or Cimpleit's clients which is disclosed to or obtained by the Sub-contractor incident to the performance of this Agreement shall remain the property of Cimpleit or the applicable Cimpleit client and Sub-contractor shall maintain all such Proprietary Information in strict confidence. Sub-contractor shall not for a period five (5) years use any Proprietary Information (other than in the performance of Services under the applicable Work Order) or disclose it to others during or at any time subsequent to the performance of this Agreement, unless in each instance Sub-contractor secures the prior written consent of Cimpleit. Sub-contractor shall disclose Proprietary Information only to those of its employees with a need to know for purposes of performing the Services and shall take every such action with its employees and agents necessary to effectuate the intent of this Section 10, including without limitation entering into a written confidentiality agreement with such employees containing terms no less restrictive than this Section 10.

b. Sub-contractor agrees to return to Cimpleit, or to destroy, any and all Proprietary Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of Cimpleit or, if not requested earlier, upon completion of the Services pursuant to the applicable Work Order or termination of this Agreement. Upon return or destruction of Proprietary Information or any copies thereof, Sub-contractor shall certify in writing to Cimpleit that such destruction has occurred.

c. Sub-contractor acknowledges and agrees that, due to the unique nature of Proprietary Information, there can be no adequate remedy at law for breach of this Section 10 and that such breach would cause irreparable harm to Cimpleit and/or its applicable client. Cimpleit shall thus be entitled to immediate injunctive relief, the granting of which shall not be subject to or conditioned upon the posting of a bond or other security, in addition to whatever other remedies Cimpleit might have at law or in equity, in the event of an actual or threatened breach of this Section 10 by Sub-contractor or its employees or agents.

d. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Section 10 or any disclosure of Proprietary Information to Sub-contractor. No warranties of any kind are given for the Proprietary Information disclosed under this Agreement.

11. Non-Solicitation.

a. During the term of this Agreement and for a period of one (1) year thereafter, both parties agree not to solicit directly or indirectly for employment, or employ or contract for the service of, any employees, agents or representatives of the other party without the prior written consent of the other party. This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

b. During the term of this Agreement and for a period of one (1) year thereafter, Sub-contractor shall not, for any reason, directly or indirectly perform services or solicit the ability to perform services for any of Cimpleit's clients for whom Sub-contractor has performed services pursuant to a Work Order; provided, however, that Sub-contractor may perform services for persons or entities which Sub-contractor can demonstrate were clients of Sub-contractor prior to its performance of services under the applicable Work

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Order.

12. Individual Acknowledgement.

Sub-contractor agrees to perform or allow Cimpleit to perform confidential background checks on their employees or personnel. Also, that individual employees or personnel execute an individual acknowledgement of this requirement and their commitment to adhere to certain relevant aspects of this agreement as determined by Cimpleit and necessary to conform to the specific needs of their clients.

13. General Indemnification.

Sub-contractor shall defend, indemnify and hold harmless Cimpleit, its officers, directors, employees, agents, representatives and affiliates from any claims, liabilities, judgments, losses, damages, costs, expenses (including, without limitation, attorney's fees), arising out of or resulting from any negligent act or omission or intentional misconduct of Sub-contractor, its employees, agents or sub-contractors in connection with this Agreement, a Work Order or any engagement letter between Cimpleit and Sub-contractor.

14. Arbitration.

Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement or a Work Order which cannot be settled by mutual agreement shall be resolved by binding arbitration in the State of Washington pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties will share the costs of the arbitration equally subject to final apportionment by the arbitrator(s). The arbitrator(s) will apply the law of the State of Washington in any such arbitration proceeding. The decision of the arbitrator(s) will be final and conclusive on Cimpleit and Sub-contractor, subject to applicable law governing the confirmation, modification and vacation of arbitration awards. Judgment upon an award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Nothing in this Section 14 shall diminish Cimpleit's or sub-contractor's right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to Section 10(c) or otherwise.

15. Non-Discrimination.

- a. Sub-contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other protected class as prescribed by state or federal law. Sub-contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, disability, or any other protected class as prescribed by state or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub-contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In the event the Sub-contractor does not comply with the nondiscrimination clauses of this Agreement, this Agreement or any Work Order may be cancelled, terminated, or suspended in whole or in part upon written notice to Sub-contractor, without limitation of any other remedy that may be available under this Agreement, at law or in equity.
- c. Sub-contractor shall include the provisions of this Section 15 in every subcontract into which Sub-contractor enters in connection with the performance of this Agreement or a Work Order.

16. Miscellaneous.

- a. All prior or contemporaneous agreements, proposals, understandings and communications, oral and written, between the parties or their representatives with respect to the subject matter hereof are superseded by, and merged into, this Agreement, and this Agreement, and the applicable Work Orders, constitute the entire understanding between the parties with respect to the subject matter described hereunder and in each of the respective Work Orders.
- b. No waiver of the terms hereof shall be valid unless in writing signed by the party to be charged and then only to the extent therein set forth. This Agreement may only be amended or modified by a written agreement or instrument signed by the parties hereto. Neither the course of dealings between the parties nor trade usage shall act to modify the terms of this Agreement.
- c. If any portion of this Agreement is determined by any court of competent jurisdiction or arbitrators or caused by Federal or state action to be wholly or partially unenforceable, for any reason, such unenforceability shall not affect the balance hereof. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a

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provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. All communications hereunder shall be in writing and shall be delivered personally or sent by recognized overnight courier or registered or certified mail, return receipt requested, to the address set forth in the preamble to this Agreement, or at such other address designated in writing by one party and sent to the other party in the manner herein provided.

d. This Agreement shall not be assignable, nor may any duties be delegated, by either party without the prior written consent of the other party; provided that Cimpleit assign this Agreement to a third party who has acquired or succeeded to all or substantially all of its business or assets through a sale, merger, consolidation, reorganization or similar transaction. This Agreement shall be binding upon the parties hereto, together with their respective representatives, heirs, successors and permitted assigns. Except for any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the parties, all media releases, public announcements or public disclosure for general distribution (including, but not limited to, promotional or marketing material) by either party or by their employees or agents, relating to this Agreement or its subject matter, other than general statements that a contractual relationship exists between the parties, will be coordinated with and approved in writing by the other party prior to its release.

e. Except with respect to Sub-contractor's indemnification and confidentiality obligations hereunder, and attorneys' fees and costs that maybe awarded to a party pursuant to Paragraphs 9 and 13 hereof, each party's liability to the other party, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall not exceed the amount of fees paid to Sub-contractor pursuant to the Work Order out of which the liability arises and (b) will not include any indirect, incidental, special, consequential or punitive damages, including without limitation lost profits, revenues or savings, even if such party was advised of the possibility of such damages.

f. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Washington, without regard to choice of law principles.

g. In the event of any arbitration or permitted litigation arising out of or in connection with this Agreement, any Work Order or any work performed thereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, at the trial, confirmation and appellate levels.

IN WITNESS WHEREOF, the parties have caused this Master Sub-contractor Agreement to be executed by their duly authorized representatives as of the Effective Date.

Sub-Contractor:

Cimpleit Inc:

By: Shanta Tripuraneni

By: Swapna A

Name: Shanta Tripuraneni
(Print Name)

Name: Swapna Achanta
(Print Name)

Title: President

Title: Executive Director

Date: 09/02/25

Date: 09/02/2025

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EXHIBIT A

THIS WORK ORDER is attached to and made a part of that certain Master Sub-contractor Agreement dated **September 2nd, 2025** (the "Agreement") by and between Cimpleit Inc ("Cimpleit") and Texplorers, ("Sub-contractor"). Cimpleit and Sub-contractor hereby agree that Sub-contractor will perform the following services pursuant to the request of Cimpleit for the benefit of Cimpleit and Cimpleit's Client based on the terms and conditions specifically set forth below and in accordance with the terms and conditions of the Agreement. In the event the terms set forth below are inconsistent or otherwise in conflict with, the terms and conditions set forth in the Agreement, the Agreement shall govern unless this Work Order shall explicitly provide otherwise.

1. Consultant Designation

Senior Technical Architect/Lead

2. Description of Services

- Lead the full-stack development lifecycle, from concept and design to deployment and maintenance.
- Design, develop, and maintain a highly intuitive and responsive user interface for the LicenseIQ platform and other Cimpleit products and services using modern front-end frameworks.
- Build and optimize scalable and secure back-end services, APIs, and microservices to integrate with our AI/ML models.
- Collaborate with AI/ML engineers to ensure seamless integration of AI-powered features into the user experience.
- Work with product managers and legal domain experts to translate business requirements into technical solutions.
- Write clean, maintainable, and well-documented code, and participate in code reviews to ensure quality and best practices.
- Manage cloud infrastructure, including CI/CD pipelines and deployment processes on platforms like AWS, GCP, or Azure.
- Ensure the platform is performant, scalable, and secure, with a focus on data integrity and user privacy.

3. Location

Frisco Cimpleit office/Remote

4. Timeframe

The project is scheduled to start in September 2025, with a duration of 6 months but may be extended by notification in writing.

5. Compensation

Compensation will be based on a flat hourly rate of **80** US dollars per hour (\$ / hr).

The expected work week is a 40 hour work week. There will be no additional provisions for holiday or overtime work. Travel time to and from the client site is not considered billable time.

Work related travel expenses will be reimbursed as per Cimpleit policies.

6. Other

There are no provisions in this Work Order which shall override the terms of the Agreement and all provisions except as indicated are specifically and expressly contained within this Work Order.

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IN WITNESS WHEREOF, the parties have caused this Work Order to be executed by their duly authorized representatives in accordance with the Master Sub-Contract and its Effective Date.

Assigned Consultant for Sub-contractor:

Cimpleit Inc:

By: Shanta Tripuraneni

By: Swapna A

Name (Print Name) Shanta Tripuraneni

Name: (Print Name) Swapna Achanta

Title: President

Title: Executive Director

Date: 09/02/25

Date: 09/02/2025

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