

IntraEdge, Inc. Subcontractor Services Agreement

This Subcontractor Services Agreement ("Agreement") is made and entered into as of the date signed by the last Party to sign below ("Effective Date"), and is by and between: IntraEdge Inc., a Delaware corporation having its principal place of business at 5660 W. Chandler Blvd. Suite 1 Chandler, AZ 85226 ("IntraEdge") and the Subcontractor executing this Agreement and identified in the signature block, below (herein individually referred to as the "Party" or collectively as the "Parties").

1. Consulting Services

- a) "Subcontractor" shall mean any corporation, partnership, or sole proprietorship, which agrees to supply member or members of Subcontractor's staff ("Personnel") directly to the IntraEdge client as identified in any associated Work Schedule ("Client").
- b) From time to time, on an as needed basis, Subcontractor agrees to provide such information technology services as are identified to Subcontractor by IntraEdge. Such services shall be provided directly to Client. The relationship established under this agreement is that of an agent/broker and independent contractor. IntraEdge shall act as an agent/broker for Client and Subcontractor to facilitate and arrange services hereunder. Such services, and Personnel, if any, shall be described in greater detail on Work Schedules to be attached hereto from time to time in the form of Exhibit A (the "Work Schedule").
- c) Subcontractor, in Subcontractor's sole discretion, shall determine the means and manner of doing the specified work, and performance of this Agreement by Subcontractor shall be measured solely by the results achieved. However, Subcontractor shall not have the ultimate decision-making authority for any major acquisition, purchase, or policy decision relating to Client's business.
- d) All work performed and services provided hereunder shall be under the direction and to the satisfaction of Client, without instructions or supervision from IntraEdge. IntraEdge shall provide no training, tools, equipment or other materials to Subcontractor.
- e) At any time, IntraEdge may arrange for other subcontractors or IntraEdge's own employees to provide the same or similar to Client.

2. Compensation

- a) Subcontractor shall be paid as agreed and detailed in Exhibit A, only for hours actually worked, at an hourly rate as indicated on the Work Schedule, without reduction for income tax withholdings or other employee deductions. No amount will be deducted or withheld from Subcontractor's compensation for state, local or federal taxes. No FICA, FUTA or state unemployment taxes will be payable by IntraEdge on Subcontractor's behalf. Subcontractor and Personnel shall receive no other compensation or benefits for services provided hereunder. In order to be paid, Subcontractor must submit a time card signed by an authorized representative of Client to IntraEdge each week in accordance with such procedures as may be established by IntraEdge from time to time. Subcontractor's time-card and invoice is a prerequisite for receipt of payment from IntraEdge for Subcontractor's services. If the Subcontractor is a company based outside of the United States



then they are responsible for any tax liabilities and withholdings within their parent company and any tax implications in United States.

- b) All ordinary business expenses incident to Subcontractor's performance of services under this Agreement shall be borne by Subcontractor. Any extraordinary business expenses are to be paid by Subcontractor unless approved in advance by IntraEdge in writing. Subcontractor shall provide Subcontractor's own equipment and materials for services to be rendered hereunder at Subcontractor's sole cost and expense.
- c) In no event shall Subcontractor or Personnel be entitled to participate in any employee benefit programs or fringe benefits which may be offered by Client, IntraEdge or their affiliates.
- d) Subcontractor shall not, and shall cause Personnel to not, disclose Subcontractor's or Personnel's rate of pay to any third party, including without limitation, any Client, customer or co-worker. Any such disclosure may result in Subcontractor's and/or Personnel's immediate termination.
- e) IntraEdge will not be obligated to pay any Subcontractor invoices that are submitted to IntraEdge over 90 days after that actual work performed by Subcontractor as detailed in any Work Schedule.

3. Relationship/Term/Guarantee

- a) Subcontractor and Personnel shall function under this Agreement solely as independent contractor performing services for IntraEdge and/or Client, and not as employees, agents, representatives, partners or joint ventures of IntraEdge and/or Client.
- b) Subcontractor's services hereunder shall be "at will" and provided only on an as needed basis without any commitment as to minimum use by IntraEdge or Client. Subcontractor acknowledges and agrees that this Agreement and/or any Work Schedule may be terminated at any time by IntraEdge with or without cause. At any point of time if contract or any associated work order is terminated by IntraEdge the respective obligation of payment against the all approved timesheets shall survive unless paid fully to Subcontractor.
- c) If for any reason Client or IntraEdge is dissatisfied with Personnel supplied by Subcontractor, Subcontractor will remove such person or persons immediately and, if requested by IntraEdge, may provide a replacement or replacements as soon as practicable. If Client shall have notified IntraEdge of its dissatisfaction prior to the conclusion of the person or persons first week of work, Subcontractor will not charge IntraEdge for the first 40 hours worked.

4. Confidential Information/Intellectual Property

- a) Subcontractor acknowledges, that in the course of Subcontractor's providing services hereunder, Subcontractor and Personnel may be provided with or have access to Confidential Information belonging to IntraEdge, Client or other parties. Confidential Information includes any and all information which any party may consider proprietary or otherwise wish to keep confidential, including without limitation, business plans, marketing strategies, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, litigation documents and procurement

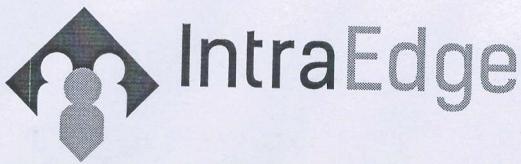


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requirements, and technical information included in or on tracings, flow charts, software program code, drawings, field notes, calculations, specifications and engineering data. Subcontractor agrees to hold in strict confidence all Confidential Information which Subcontractor or Personnel uses or to which Subcontractor or Personnel gain access during the course of performance hereunder, and Subcontractor shall not use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Subcontractor's and Personnel's services to Client hereunder.

This confidentiality clause shall not apply to (a) information that is in the public domain, (b) information that was previously known to Subcontractor before the engagement, (c) information received from a third party having the right to lawfully possess and disclose such information without breaching this Agreement, (d) information approved for release by prior written authorization by IntraEdge, and (e) information required to be disclosed by a court of competent jurisdiction, but only to the extent expressly required and only after alerting IntraEdge of such disclosure requirement.

- b) Subcontractor agrees not to disclose, indirectly or directly, to IntraEdge or any Client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party.
- c) Subcontractor agrees that any inventions, works of authorship or other intellectual property, including, but not limited to, all writings, artwork, graphics, ideas, market research, strategies, source code and documentation, conceived, developed, originated, fixed or reduced to practice by Subcontractor and Personnel or under Subcontractor's and Personnel's direction during Subcontractor's and Personnel's provision of services to Client hereunder shall be the sole and complete property of the Client, whether as a work made for hire or otherwise. Subcontractor hereby assigns and conveys Subcontractor's and Personnel's entire right, title and interest to any and all resulting copyrights, patents and trade secrets to Client or to its customer, as the case may be. Subcontractor agrees to execute all applicants or registrants for patents and copyrights, and any other instruments deemed necessary or helpful for the Client to secure and enforce its rights. Subcontractor shall make no charge or claim for additional compensation or any other consideration for signing such documents. Subcontractor shall, promptly and without prior request, disclose to such Client all such inventions, works of authorship and other intellectual property.
- d) Upon the termination or completion of services to any Client, Subcontractor agrees immediately to return, all information, data and any other materials supplied by or obtained from Client in the course of Subcontractor's and Personnel's work, along with all the copies thereof in Subcontractor's and Personnel's possession and control.
- e) Subcontractor acknowledges and agrees that the disclosure of any Confidential Information or any other violation of the terms of this Section 4 would cause immediate and irreparable injury, loss and damage to IntraEdge, Client and/or its customers and that an adequate remedy at law for such injury, loss and damage may not exist, and that in the event of such disclosure or threatened disclosure, IntraEdge, Client and shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce a provision of this Agreement.
- f) Subcontractor further agrees that the provisions of this Section 4 shall be binding upon not only Subcontractor and Personnel, but on Subcontractor's and Personnel's heirs, executors, administrators, successors and assigns, and that said provisions shall survive the termination of this Agreement for any reason, for three years after the termination date.



- g) Subcontractor shall obtain the written agreement of Personnel to each of the provisions of this Section 4a. – f, prior to commencement of work by Subcontractor or any member or Subcontractor's staff.
- h) Subcontractor shall be responsible for and indemnify IntraEdge and Client against, any loss, claims or expenses arising from any breach of this Section 4 by Subcontractor and Personnel. Each Party hereby agrees that all prior intellectual property rights ownership remains the property of that party.

5. Non-Solicitation

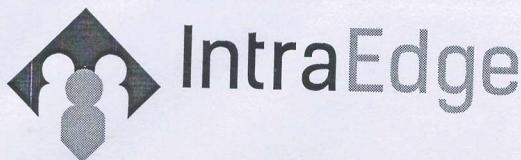
- a) The parties agree that, during the term of this Agreement and for a period of one (1) year from the termination of this Agreement (the "No Hire Term"), neither party will hire an employee of the other party.
- b) This Section shall survive termination of this Agreement.

6. Non-Competition

- a) The Subcontractor agrees that, during the term of this Agreement and for a period of one (1) year from the termination of this Agreement (the "No Hire Term"), the Subcontractor shall not, directly or indirectly, solicit the business of (or otherwise deal in a manner adverse to the IntraEdge) or provide any software engineering, consulting or programming services to the Client. If the Subcontractor has a contracted pre-existing relationship with a vendor where the Subcontractor provides services to the Client through that vendor, this section will not be applicable specifically for that vendor.
- b) This Section shall survive termination of this Agreement.

7. Representations and Warranties of Subcontractor

- a) Personnel are the employees of Subcontractor; and Personnel are not, and shall not be deemed to be, employees of IntraEdge or Client. Subcontractor shall be solely responsible to pay, when due, salaries, wages and other forms of compensation or reimbursement and all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to, or on behalf of, Personnel providing services hereunder. Subcontractor shall indemnify and hold IntraEdge and Client harmless from and against, and in respect of, any and all Losses (as defined below) arising out of claims from Personnel.
- b) Subcontractor represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. If subcontractor is unincorporated (subcontractor is either a partnership or a sole proprietorship). Subcontractor represents and warrants that it has been an independent business providing information technology services for two years or more.
- c) Subcontractor represents and warrants that it has the full power and authority to own or lease its properties and to carry on its business as it is now being conducted.



- d) Subcontractor represents and warrants that it maintains books and records in the ordinary course of its business reflecting Subcontractor's business activities. Subcontractor's federal tax identification number is set forth on the signature page to this Agreement. The board of directors, general partner, or authorized agent of Subcontractor has taken all actions required by applicable law, the articles of incorporation or bylaws, partnership agreement or otherwise, to authorize the transactions contemplated by this Agreement.
- e) Subcontractor shall maintain the following policies of insurance covering Subcontractor and Personnel at all times while performing services under this Agreement and for one year thereafter:
 - i. Worker's Compensation and Employers' Liability Insurance as prescribed by law
 - ii. Commercial General Liability (bodily injury and property damage) Insurance, in an amount not less than \$2,000,000 per occurrence, naming IntraEdge and Client as additional insured's, and
 - iii. Professional Liability or Errors and Omissions Insurance covering all services provided or contemplated hereby, in an amount not less than \$2,000,000 per claim

The foregoing insurance shall provide (a) that it may not be terminated without 30 days prior written notice to IntraEdge, (b) that the Client, IntraEdge, and their respective directors, officers, shareholders, employees and affiliates are additional insured's, (c) that it is primary coverage with respect to all insured's and (d) a waiver of subrogation against Client, IntraEdge, and their respective directors, officers, shareholders, employees and affiliates. Subcontractor has provided or will, prior to commencement of any services hereunder, provide to IntraEdge certificates of insurance and other documentary evidence as to the representations set forth in this Section 6, including certificates of incorporation or partnership agreement.

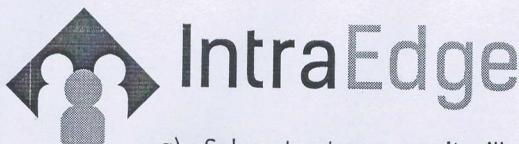
- f) Subcontractor represents and warrants that it is fully in compliance, if applicable, with Executive Order 11246, The Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. Subcontractor further certifies that it has maintained records sufficient to document its compliance with these requirements.
- g) Subcontractor represents and warrants that it will comply with all applicable equal employment opportunity laws, including Title VII of 1964 Civil Rights Act, and the Civil Rights Act of 1991, the Americans and Disabilities Act, and, if applicable, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.
- h) Subcontractor represents and warrants that all services provided hereunder shall be of the highest professional standards, quality and workmanship and shall be provided using Subcontractor's and Personnel's independent skill and judgment in the means and manner that are most suitable to perform the work contemplated hereunder. Subcontractor and/or Personnel shall immediately notify IntraEdge if it is asked to perform services outside the scope of the description of the Work Schedule, or if it is not qualified or capable of providing any of the services required hereunder. While on the site of the Client's business, Subcontractor shall, and shall cause Personnel to, abide by Client's applicable rules and regulations at all times.
- i) Subcontractor represents and warrants that information provided by Subcontractor and Personnel to IntraEdge or upon which IntraEdge has relied, including, without limitation, resumes, interviews



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and references, is complete, true and correct in all material aspects. There is no fact which materially and adversely affects the ability of Subcontractor and Personnel to provide the services contemplated hereunder which has not been expressly and fully set forth to IntraEdge. Personnel is required to turn on video for IntraEdge video interviews. If Personnel is working remote for Client, Personnel is required to turn on video for all Client video meetings. IntraEdge and Client will compare Personnel video from the IntraEdge video interview with the Client video meeting to verify identity. Any fraud or criminal activity that is committed by Subcontractor or Personnel as it relates to this section will be reported by IntraEdge to the proper state and federal authorities and will be criminally prosecuted to the fullest extent allowed by law. IntraEdge will also file a civil suit to pursue maximum monetary damages allowed by law.

- j) Subcontractor represents and warrants that it will fully comply, and shall cause Personnel to fully comply, with the employment eligibility verification and other provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated thereunder, as such may be amended from time to time, and Subcontractor shall not provide to IntraEdge and Personnel if Subcontractor knows, or has any reason to believe, that such Personnel is not authorized to perform the services required under the applicable Work Schedule in the United States.
- k) Subcontractor represents and warrants that Subcontractor's and Personnel's execution and delivery of this Agreement and the performance of its duties hereunder do not, and will not, breach or conflict with any obligation of Subcontractor and Personnel to a previous employer, client or other party or any obligation to keep confidential and information acquired by Subcontractor and Personnel prior to the date hereof. Subcontractor further represents and warrants that it will not, and shall cause Personnel not to, make use of any proprietary information, ideas or material of others in connection with Subcontractor's engagement by IntraEdge.
- l) Subcontractor agrees it will provide an I-9 and other documentation to IntraEdge as proof of employment with the Subcontractor. Subcontractor will provide work visa related documents along with the work visa expiration date when required. Subcontractor also agrees to provide updated I-9 and documentation related to any extensions from time to time.
- m) Subcontractor agrees that in case where the personnel's work visa is expiring within 30 days of the start date specified in the Work Schedule, Subcontractor will provide notice to IntraEdge or proof of work visa extension. Subcontractor also must provide immediate notice of any personnel work visa rejection.
- n) Subcontractor agrees it will not assign personnel to perform services to IntraEdge who are on B-1 visa status.
- o) Subcontractor agrees that it will promptly withdraw any personnel performing services for IntraEdge (or its clients) in the United States in case of any Subcontractor potential violation(s) of U.S. Immigration laws and notify IntraEdge of the potential or actual violation(s) involving any personnel performing services for IntraEdge or its clients.
- p) Subcontractor agrees that it will not tamper in any way with any Client Letters or any Client or IntraEdge created documents related to immigration and acknowledges that if this occurs, it will lead to immediate termination of this Agreement and all Work Schedules and IntraEdge may at its election, contract directly with Personnel for the performance of services contemplated by any Work Schedule.



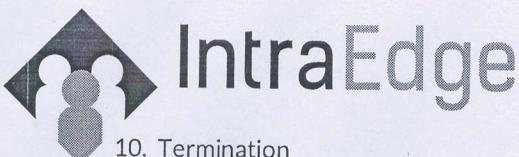
- q) Subcontractor agrees it will promptly notify IntraEdge if the Subcontractor has actual knowledge that it is the subject of a formal investigation by local, state or federal government regarding a violation of United States immigration law with regard to services provided to IntraEdge or its clients.
- r) Subcontractor agrees it will inform IntraEdge immediately upon Subcontractor change of address, name, merger, or acquisition.
- s) Subcontractor agrees it will not make any public statements about this Agreement or the parties' (including IntraEdge's Client) relationship (including, without limitation, in any marketing materials) or use IntraEdge's or IntraEdge's Client name, logo or marks without IntraEdge's prior written approval in each case.
- t) Subcontractor represents and warrants that Subcontractor's and/or Personnel will comply with all required Client training, agreements, and policies. Any non-compliance may result in termination of the Agreement and/or any associated Work Schedules along with a financial penalty as assessed by the Client.

8. Indemnity

- a) Subcontractor is solely and entirely responsible and liable for the services provided to Client by Subcontractor and Personnel hereunder, and IntraEdge shall have no liability of any kind for such services. Subcontractor shall be solely responsible to determine the employment eligibility of Personnel. Subcontractor shall be solely responsible to determine the scope and requirements of each project from Client prior to undertaking and work hereunder. No undertaking by IntraEdge to describe or list the requirements of Client shall result in any liability of IntraEdge to Subcontractor hereunder. Subcontractor shall indemnify and hold IntraEdge, its affiliates, agents, officers, directors, shareholders and employees, harmless from and against, and in respect of, any and all liabilities, losses, damages, settlements, claims, costs and expense, including, but not limited to, reasonable attorneys' fees, and any and all actions, suits, proceedings, demands, penalties, assessments, or judgments, costs and expenses incidental to the foregoing ("Losses") arising out of the provision of services by Subcontractor or Personnel under this Agreement or the breach of this Agreement or the Personnel Agreement by Subcontractor or Personnel.
- b) Subcontractor agrees that IntraEdge will not be responsible for any losses, damages, expenses or claims arising from any personal injury, thefts or other property damage sustained in connection with the transportation or handling of cash or negotiable instruments by Subcontractor and Personnel. Subcontractor assumes the risk for all such activities.

9. Attorney's Fees and Costs

- a) Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its costs incurred and the expended during the pendency of litigation, including reasonable attorney's fees.



10. Termination

- a) Subcontractor shall give IntraEdge a minimum of ten (10) business days' notice should Subcontractor decide to terminate this Agreement or any associated Work Schedule. Subcontractor understands that the Client assignment is subject to the discretion and needs of the Client and therefore, a ten-business day notice from IntraEdge may not be possible and IntraEdge is not required to provide such notice. In the event that this Agreement is terminated, all Work Schedules thereto shall be simultaneously terminated with this Agreement.

11. Miscellaneous

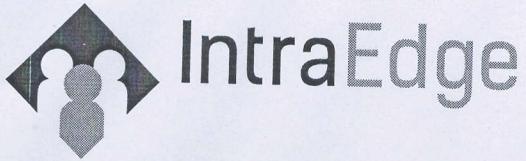
- a) The obligations contained in Sections 4 and 5 of this Agreement shall be binding upon not only Subcontractor, but on Subcontractor's Personnel. Subcontractor will advise its Personnel of the terms of this Agreement and will obtain the written agreement from them.
- b) This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to that subject matter. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.
- c) Subcontractor may not, without the express written permission of IntraEdge, assign, subcontract work, or pledge any rights or obligations hereunder.
- d) No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by IntraEdge of any provision or condition of this agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.

12. Choice of Law

- a) This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Arizona, without regard to the conflict of laws provisions thereof to the extent such principals or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona.

13. Choice of Forum

- a) Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any ways arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions including contract, equity, tort, fraud and statutory claims, in any forum other than US District Court of the State of Arizona sitting in Maricopa County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the US District Court in the State of Arizona sitting in Maricopa County. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

Subcontractor: Adaequare Inc

BY: P. Pavan

NAME: Pavan Peechara

TITLE: President

DATE: 10/22/2021

EIN: 54-2047518

ADDRESS: 5180 Parkstone Drive, Suite 105

Chantilly,

VA 20151

ATTENTION: Contracts Department

EMAIL: Contracts@adaequare.com

IntraEdge, Inc.

BY: Kal Somani

NAME: Kal Somani

TITLE: President

DATE: 10/22/2021

EIN: 81-0574547

ADDRESS: 5660 W. Chandler Blvd.

Suite 1

Chandler, AZ 85226

ATTENTION: Contracts Department

EMAIL: Contracts@IntraEdge.com