

AGREEMENT FOR TEMPORARY SERVICES

This is an agreement (the “Agreement”), effective when signed by both parties, between Orbit Systems, Inc. (“OSI”) with FEIN 20-8439003, and **Adaequare, Inc** (hereinafter called “Agency”) with FEIN **54-2047518**

1. SERVICES

Agency shall assign the employees of Agency (hereinafter called “Employees” or, individually, an “Employee”), as set forth in contract below, to perform certain services for OSI in accordance with this Agreement.

2. TERM

This Agreement shall take effect on **9/23/2024** and remain in effect for a period of Three (3) year, unless earlier terminated as specified in Paragraph 9 of the Agreement (the “Term”). During the Term, Employees will perform work as specified by OSI to Agency and will maintain an hourly time record in a daily time keeping log. The log shall be maintained by Agency and available for review by OSI upon request. Failure by Agency to provide proof of adequate time keeping or falsification by Agency or Employees of time keeping records shall be grounds for withholding payment of disputed amounts to Agency.

3. SCOPE OF WORK

On behalf of Agency, Employees will provide OSI with services for any and all projects specified by OSI to Agency during the Term. Employees shall perform such work at various OSI client facilities. Agency agrees that it shall use its best efforts to perform the services required under this Agreement faithfully and diligently, and to the best of its ability, and shall use its best efforts to cause Employees to use their best efforts to perform such services faithfully and diligently, and to the best of their ability.

OSI will provide Agency with all information relevant to the services to be performed hereunder, will provide an environment where Employees can work efficiently, will review, evaluate and test the services and any deliverables in a timely manner, and will cooperate and provide Agency with all assistance as may reasonably be required to properly perform the services. OSI acknowledges that its timely provision of the foregoing responsibilities and access to office facilities, equipment, assistance, cooperation, complete and accurate information and data (including sample data being representative of production data) from its officers, agents, employees and third parties, and suitably configured computer products (including software, hardware and documentation) are essential to performance of any services, and that Agency will not be liable for any delay or deficiency in providing services if such delay or deficiency results from OSI’s failure to provide the foregoing. Furthermore, OSI acknowledges that such delays or deficiencies in providing services shall be subject to change orders and may result in additional charges for the services.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

The Agency acknowledges that its relationship with the Company and the Client is one of high trust and confidence in that in the course of its service to the OSI and the Client, it will have access to and contact with confidential and proprietary information, including but not limited to business plans, methods and practices of doing business, financial information and terms and conditions of current contractual relations with customers and/or suppliers and customer and supplier lists. The Agency will not disclose any confidential and proprietary information to others outside OSI or the Client's company or use the same for any purpose unrelated to the business of the Company or the business of the Client.

Any and all materials furnished to the Agency by OSI or relating to the business of OSI shall be the sole and exclusive property of OSI and shall be returned to OSI at the conclusion of the term of the agreement or upon termination of the agreement, whichever occurs first. Any and all materials furnished to the Agency by the Client or relating to the business of the Client shall be the sole and exclusive property of the Client and shall be returned to the Client at the conclusion of the term of the agreement or upon termination of the agreement, whichever occurs first.

All work created, produced or prepared by the Agency for the Client pursuant to this Agreement shall be original and shall be the sole property of the Client and shall be deemed "work for hire". The Client shall have all rights in such work, including copyrights. If for any reason such work is not deemed "work for hire", then the Agency hereby assigns all right, title and interest in the work to the Client.

Nothing contained in this Agreement or otherwise shall be construed to grant to OSI or Client any right, title, license or other interest (whether by estoppel, implication or otherwise), in any software, methodologies, tools, compilers, specifications, concepts, techniques, documentation or data which is utilized by Agency in the performance of services and has been originated or developed by Agency, its affiliates or by third parties outside of the scope of the services, or which has been purchased by or licensed to Agency, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the services), and all patent, copyright, trade secret and other intellectual property rights related to any of the foregoing (collectively, "Agency IP").

5. NON-DISCLOSURE OF CONTRACT TERMS

Agency: (i) acknowledges that during the Term of this Agreement, Agency or Employees (the "Receiving Party") may become privy to, or be involved in the creation of, information of a confidential or proprietary nature which the OSI, its clients, agents, contractors or vendors (a "Protected Party") consider to constitute Confidential Information; (ii) agree that the Receiving Party, using utmost care, shall hold all Confidential Information in trust for Protected Party, shall not disclose any Confidential Information to any person, or use any Confidential Information other than for purposes of performing its obligations under this Agreement; and (iii) agree that the Receiving Party shall employ all reasonable measures to protect the Confidential Information from unauthorized or inadvertent disclosure, including measures no less protective than those measures that the Receiving Party employs to protect its own information of a like nature.

"Confidential Information" means: (i) any information, whether written or oral, which relates to

internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs or methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of either the Protected Party, any Affiliate of the Protected Party, or any client, agent, contractor or vendor of the Protected Party or any of its Affiliates and (ii) the identities and other related information of clients of either Protected Party or any of its Affiliates, except Confidential Information does not include information that (a) is in the public domain at the time of its disclosure to the Receiving Party or thereafter enters the public domain other than as a result of a breach of duty on the part of the Receiving Party or its personnel, (b) the Receiving Party can prove it obtained independently not under any obligation of confidentiality to the Protected Party or (c) is required to be disclosed by the Receiving Party by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other administrative or legal process; *provided, however*, that the Receiving Party shall have first given prompt written notice of such requirement to the Protected Party and cooperates with the Protected Party to restrict such disclosure and/or obtain confidential treatment thereof.

At all times during the Term, Agency shall, and shall cause its employees to, abide by all applicable OSI security rules, policies, standards, guidelines and procedures, including, where applicable, those set forth in OSI's (i) Group Employee Handbook; as such manuals/policies may be updated or replaced from time to time, to the extent that such rules, policies, standards, guidelines and procedures are provided to Agency in writing and in advance. Agency agrees that before any Employees may be given access to Confidential Information, each such Employee shall agree to be bound by the terms of this Agreement and such rules, policies, standards, guidelines and procedures.

Notwithstanding the return of Confidential Information in the event the Agreement terminates or expires, each Receiving Party shall continue to hold in confidence all Confidential Information belonging to the Protected Party, which obligation shall survive any expiration or termination of this Agreement.

6. STAFFING AND NON-SOLICITATION

Agency will make every reasonable effort consistent with sound business practices to honor the specific requests of OSI with regard to the assignment of Employees; however, Agency reserves the sole right to determine the assignment of its employees. Should any personnel be unable to perform scheduled services due to illness, resignation or other causes beyond Agency's control, Agency will attempt to replace such employee within a reasonable time but will have no other liability to OSI.

During the term of this Agreement and a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or engagement or employ or engage, whether as an employee or independent contractor, or accept services provided by, any employee, officer or independent contractor of the other party who performed any work in connection with or related to the services provided under this Agreement. Agency agrees not to solicit for direct or indirect engagement with the client associated with this project, without prior written consent of OSI.

Notwithstanding anything to the contrary contained anywhere in the Agreement, the restrictive provisions of this section shall apply during the tenure of the duration of service and is specific to the Agency's Consultants providing service in the specific division of OSI's client as prescribed in the detail of engagement or Work Order. OSI agrees that they are on a direct contractual engagement with the

Client through the client's vendor management organization where the Agency's Consultant shall be working. At any point if the Agency and its Consultant learn that OSI is not in a direct contractual relationship with Client through the client's vendor management organization for the said project, then the Agency and its Consultant retains right to work directly with the Client or via other direct operators. The Non-compete restriction is not applicable if the Agency has a pre-existing relationship with Client directly or via other third-party in other divisions of the client.

7. FEES & PAYMENTS

Agency will be paid for total hours worked by each Employee as recorded in the daily time keeping log (subject to Paragraph 1 above), based upon the Employee rate schedule contained in this contract and any amendments thereto. Agency shall invoice OSI at monthly intervals, on a calendar month basis, for all labor cost and pre-approved (in writing) expenses incurred for such time period.

The Agency shall submit a signed timesheet to OSI each week for services rendered commencing the week following the date that services are first rendered. **OSI will pay Agency on a monthly basis (30 days net).** The Agency will not receive payment until a signed timesheet is submitted to OSI. Upon termination of this agreement any outstanding timesheets for fees accrued and unpaid must be submitted to OSI within one hundred twenty (120) days of the date of termination. The consultant will have access after termination to submit pending timesheets

8. INDEPENDENT CONTRACTOR

In rendering the services to be rendered by Agency hereunder, Agency shall be an independent contractor. Neither Agency nor Employees shall be considered to be employees of OSI or be entitled to participate in any employee plans, arrangements or distributions by OSI. Neither Agency nor Employees shall act as an agent of OSI and neither shall be entitled to enter into any agreements, incur any obligations on behalf of OSI, or be authorized to bind OSI in any manner whatsoever, and neither shall refer to OSI as a customer in any manner or format without the prior written consent of OSI. No form of joint venture, partnership or similar relationship between the parties is intended or hereby created.

Except as otherwise required by law, OSI shall not withhold any sums from the payments to be made to Agency for Social Security or other federal, state or local tax liabilities or contributions, and all withholdings, liabilities, and contributions with respect to the Employees shall be solely the responsibility of Agency.

9. TERMINATION

A. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement can be terminated any time upon the mutual written agreement of the parties hereto; by either party, without cause, upon thirty (14) days' prior written notice; or if the Client directs

OSI to terminate the Agency's services to the Client, upon fourteen (14) days' prior written notice from the OSI to the Agency.

B. TERMINATION OF AGREEMENT FOR CAUSE

This Agreement may be terminated by either party (the "non-defaulting party") if any of the following events occur by or with respect to the other party (the "defaulting party"): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days following receipt of written notice from the non-defaulting party with the particularities of such breach (or if such breach reasonably cannot be cured in thirty (30) days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such thirty (30) day period a feasible plan demonstrating that it is capable of curing the breach and diligently proceeds to implement such plan to completion); or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, any assignment for the benefit of the defaulting party's creditors or any ceasing of conducting business in the ordinary course.

C. PAYMENTS UPON TERMINATION

In the event of any termination of this Agreement, OSI will pay Agency for the work performed up to the effective date of termination and any outstanding, approved expenses otherwise due under this Agreement. In no event shall OSI be obligated to pay for any services provided or expenses incurred beyond the effective date of termination.

10. REPRESENTATIONS AND WARRANTIES OF AGENCY

Agency represents and warrants as follows: (a) Employees have the ability, knowledge, and expertise to adequately perform the services contracted hereunder and Employees will perform the services in a professional manner and in accordance with the highest industry standards; (b) all Work Product under this Agreement shall be free from any claim by Agency, Employees or a third party of alleged infringement, misappropriation or other violation of copyright or other intellectual property right, piracy, plagiarism or invasion of the right of privacy or publicity; (c) all services performed by Agency and Employees in connection with this Agreement shall be performed in compliance with all applicable federal, state and local laws, rules and regulations; (d) all Employees are employees of Agency and Agency shall provide Employees with workers' compensation benefits, unemployment insurance, tax withholding, FICA, and other contributions and benefits on behalf of or for the benefit of Employees in compliance with all applicable federal, state and local laws, rules and regulations; and (E) neither it nor Employees are now, and shall not become, party to or subject to any agreement, contract, understanding or covenant, or under any obligation, contractual or otherwise, in any way restricting or adversely affecting its or their ability to act for OSI in all of the respects contemplated hereby.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AGENCY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

11. ASSIGNMENT AND TRANSFER

Agency's rights and obligations under this Agreement may not be sold, transferred, assigned, pledged or hypothecated by Agency to any third party without prior written consent of OSI, and any such purported sale, transfer, assignment, pledge, or hypothecation shall be void. The rights and obligations of OSI hereunder will be binding upon and run in favor of the successors and assigns of OSI.

12. CONFIDENTIALITY

Agency may require an Employee who provides services under this Agreement to execute a Non-Disclosure and Ownership Agreement ("Non-Disclosure Agreement"), as provided by Client, and shall provide a copy of the executed Non-Disclosure Agreement to OSI prior to the Employee commencing the services contemplated under this Agreement.

13. ENFORCEMENT

Agency acknowledges and agrees that any breach by Agency of Paragraph 4 of this Agreement or violation by Employee of any of the undertakings contained in the Non-Disclosure Agreement may cause OSI immediate, substantial and irreparable injury for which it may have no adequate remedy at law. Accordingly, Agency agrees that OSI may seek the entry of an injunction or other equitable relief by a court of competent jurisdiction restraining any such breach or threatened breach by it of Paragraph 4 of this Agreement or violation or threatened violation of any undertaking contained in the Non-Disclosure Agreement. Agency waives posting of any bond otherwise necessary to secure such injunction or other equitable relief.

14. SEVERABILITY

Should any part of this Agreement for any reason be held or declared invalid, such decision shall not affect in any way the remaining portions of the Agreement which will remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If any covenant contained in this Agreement shall be found invalid but would be valid if some part thereof were deleted or the period or area of application reduced, then such covenant shall apply with such minimum modification as may be necessary to make it valid and effective.

15. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed (both as to validity and performance) and enforced in accordance with the internal laws of the State of Ohio applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law or where the parties are located at the time a dispute arises. The parties hereby submit to the exclusive jurisdiction of the State of Ohio for purposes of all legal proceedings arising out of or relating to this Agreement. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

16. CAPTIONS AND HEADINGS; COUNTERPARTS

All captions, headings, and titles contained in this Agreement are for convenience and reference purposes only and are not intended to define or list the contents of the Paragraphs. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, writings and discussions between the parties with respect to that subject matter. This Agreement may be altered, modified, supplemented or changed only by a written instrument signed by both parties hereto.

18. INDEMNITY; INSURANCE

A. INDEMNITY

Both Parties shall indemnify, defend, and hold harmless each other and its agents, employees, officers and directors and OSI Clients (collectively, the “Indemnified Persons”) from and against all claims, damages, losses, costs and expenses (collectively, “Losses”), arising out of, in connection with, or resulting from any act or omission in the performance of any Work and/or services hereunder by any of the Party. Both Parties shall not be liable for the foregoing indemnification obligations to the extent such Losses are based in whole or in part upon (i) an Indemnified Person’s combination of deliverables or services with other products or services; (ii) the other Party’s implementation of an Indemnified Person’s design, specification or instruction; or (iii) modification, alteration or misuse of the deliverables by an Indemnified person or any third party.

In addition, Both Parties agrees to indemnify, defend and hold harmless the Indemnified Persons from and against any and all Losses arising out of, based upon or relating, directly or indirectly, to any claim: (i) the Party’s employees are found to be employees of for any purpose, including foreign, federal, state or local tax purposes; (ii) that the Party has failed to compensate its employees, including the payment of prevailing wages and provision of any applicable benefits, in accordance with applicable law; (iii) that the Party has failed to comply with the immigration laws of the United States, including the Immigration & Nationality Act, as amended, or of other countries; (iv) that the Party has not complied with any wage and hour or employment laws, rules, regulations or common law; or (v) for failure of the Party to pay any taxes required to be paid by the other Party hereunder.

In regard to performance under this Agreement, Both Parties shall defend, indemnify and hold harmless Indemnified Persons from and against any and all Losses arising out of, based upon or relating, directly or indirectly, to: (i) the death or personal injury of any person to the extent resulting from the negligence or willful misconduct of anyone of other Party, its employees, agents or contractors (or their employees, agents or contractors); or (ii) the loss of or damage to any property to the extent resulting from the negligence or willful misconduct of the Party, its employees, agents or contractors (or their employees, agents or contractors); provided, however, that this paragraph shall not be construed so as to require Both Parties to defend, indemnify or hold harmless Indemnified Persons from such Losses caused by or resulting from the negligent or intentional conduct of an Indemnified Person. To the extent that such Loss arises from the concurrent conduct of Indemnified Person, Both Parties and/or any third party, it is

expressly agreed that Parties' obligations of indemnity under this paragraph shall be effective only to the extent of the Parties' conduct.

Both Parties agrees to be responsible for any breach of this Agreement caused by its employees, contractors (including subcontractors) or agents.

B. INSURANCE

Agency shall at all times during the term of this Agreement, at its own expense, carry and maintain at a minimum, the insurance coverage listed below. Agency shall not, and shall cause any of its or any subcontractors and employees not to, commence any work hereunder until Agency has fulfilled all insurance requirements herein. Agency shall also require its subcontractors and agents to maintain the same insurance coverage listed below.

1. Workers' Compensation and Employer's Liability Insurance in accordance with the applicable state in which the Services are to be provided or performed or of the state in which Supplier is obligated to pay compensation to employees engaged in the performance or provision of the Services. The policy limit under the Employer's Liability Insurance section will not be less than One Million Dollars (\$1,000,000) for any one accident. The policy will include a waiver of subrogation against Orbit Systems Inc. and its subsidiaries, directors, officers, employees, and agents." Commercial General Liability coverage in an amount no less than (\$1,000,000)
2. Commercial General Liability Insurance covering the Services, the performance and provision of the Services and everything incidental thereto, with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit
3. Fidelity/Crime Bond insurance in an amount no less One Million Dollars (\$1,000,000)
4. Computer Software Design Errors and Omissions or Similar Professional Liability/Errors and Omissions Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000)

The insurance limits required herein may be obtained through any combination of primary and excess umbrella liability insurance. Agency shall forward to OSI certificates of the issuance of such insurance policy upon request. The certificate(s) shall provide that: (i) Orbit Systems Inc. (including all participating affiliates) be named as additional insured(s) as their interest may appear with respect to this Agreement; and (ii) thirty (30) days prior written notice of cancellation shall be given to OSI. Each policy shall include an endorsement stating that Agency's insurance policy shall be primary for losses which arise out of Agency's Work Product.

19. USE OF NAME

Agency shall not furnish the name, trademark or proprietary indicia of Orbit Systems, Inc. or any subsidiary or Affiliate thereof as a reference, or utilize the name, trademark or proprietary indicia of OSI or any subsidiary or Affiliate thereof in any advertising or promotional materials, or otherwise, without

the prior written consent of OSI or the subsidiary or Affiliate whose name or mark Agency desires to furnish or utilize.

20. WAIVER

The failure of either party at any time to require performance by the other party of any provision hereunder will in no way affect the right of that party thereafter to enforce the same, nor will it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor will the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any prior or subsequent breach of such provision or as a waiver of the provision itself.

21. NOTICES

Any notice, consent, request or other communication made or given in accordance with this Agreement shall be in writing either (i) by personal delivery to the party entitled thereto, (ii) by facsimile with confirmation of receipt, or (iii) by registered or certified mail, return receipt requested. The notice, consent, request or other communication shall be deemed to have been received upon personal delivery, upon confirmation of receipt of facsimile transmission, or, if mailed, three days after mailing. Any notice, consent, request or other communication made or given in accordance with this Agreement shall be made to those listed below at their following respective addresses or at such other address as each may specify by notice to the others:

IF TO OSI:

Orbit Systems, Inc.
200 E Campus View Blvd, Suite 200
Columbus, OH 43235
Tel: (614) 504-8011
Fax: (614) 504-8377
Email: hr@orbitssystemsinc.com

IF TO AGENCY:

Adaequare, Inc
5160 Parkstone Drive, Suite 100
Chantilly, VA 20151-3814
Tel: 703-955-3081
Email: contracts@adaequare.com

22. COMPLAINTS

The parties agree to promptly notify each other upon receipt of a complaint regarding the alleged occurrence of any sexual or other harassment incidents, either by or directed at an employee of Agency, and the parties, where appropriate, shall cooperate in investigating said complaint and where necessary take remedial action. OSI and Agency each represent that they have and will continue to maintain anti-harassment policies covering their respective employees, in conformity with applicable federal, state and local laws. In the event of any claim or legal proceeding relating to a sexual or other harassment incident

involving an employee of either party under this Agreement, the parties agree, where appropriate, to cooperate with each other in resolving such claim or legal proceeding

23. WAIVER OF JURY TRIAL

THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION, ANY COUNTERACTION OR COUNTERCLAIM, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

24. STRICT CONSTRUCTION

No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof and no rule of strict construction will be applied against any party hereto.

25. SURVIVAL

The provisions of this Agreement which by their terms call for performance subsequent to expiration of the Term, or termination of this Agreement, shall so survive such expiration or termination.

26. LIMITATION OF LIABILITY AND REMEDIES

In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, other than amounts due and payable to Agency) or loss of records or data, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

Except for any liability of Agency under Paragraph 18 hereof, in no event shall the liability of Agency arising out of or in connection with this Agreement or the services exceed, in the aggregate, the total fees paid by OSI to Agency for the particular services or deliverable to which such liability relates (or in the case of any liability not related to a particular portion of the services, the total fees paid by OSI to Agency during the preceding six (6) month period.)

The foregoing limitations shall apply whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. The parties agree that this Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action or other right whatsoever. The parties have agreed that the limitations specified in this Paragraph 26 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose and represents an allocation of risk between the parties and is an essential and material part of this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and executed with the intention of becoming legally bound thereby.

ORBIT SYSTEMS, INC.

By: Shagun Kaushik

Name: Shagun Kaushik

Title: President

Adaequare, Inc

By: P. Peechara

Name: Pavan Peechara

Title: President