



## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), dated as of March 18, 2019 (the "**Effective Date**"), is made by and between [REDACTED] dia [REDACTED] up, Inc., a New York corporation, with its principal place of business located at 131 Varick Street, Suite 936, New York, NY 10013 ("**Service Provider**") and Cintra Software & Services Inc., a New York corporation, with its principal place of business located at 3 Park Ave, New York, NY, United States ("**Cintra**").

WHEREAS, Service Provider has the capability and capacity to provide certain contract staffing, full time placement, and human capital management; and

WHEREAS, Cintra desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Cintra (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services.

1.1 Service Provider shall provide to Cintra the services (the "**Services**") set out in one or more Statements of Work to be issued by Cintra and accepted by Service Provider (each, a "**Statement of Work**"). To the extent that any terms in this Agreement conflict with the relevant terms contained in any Statement of Work, the terms of this Agreement shall control in all respects.

1.2 Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and Cintra Contract Manager, appointed pursuant to **Section 2.1(a)** and **Section 3.1**, respectively.

1.3 The Services shall be provided (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience and qualifications; (c) in a timely, workmanlike and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the satisfaction of Cintra.

1.4 Cintra shall have the right to inspect all deliverables set out in each Statement of Work (collectively, the "**Deliverables**") upon receipt of such

Deliverables and either accept or reject such Deliverables. Cintra may reject such Deliverables if Cintra determines in its sole and absolute discretion that they do not conform to the specifications set forth in the applicable Statement of Work ("**Nonconforming Deliverables**"). If Cintra determines that any Deliverables are Nonconforming Deliverables, Service Provider shall, at Cintra's sole option, replace the personnel responsible for such Nonconforming Deliverables.

1.5 Service Provider may not subcontract the performance of any of its duties or obligations under this Agreement or any Statement of Work to any person without the prior written consent of Cintra. Should Cintra provide such written consent, Services provider shall (a) prior to the commencement of any work by any approved subcontractor, enter into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of Cintra to this Agreement and the applicable Statement of Work; (b) use best efforts to subcontract only with persons or entities that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement and the applicable Statement of Work. In all cases, Service Provider shall be responsible and liable for the acts and omissions of each approved subcontractor (including its employees) to the same extent as if such acts or omissions were by Service Provider or its employees and shall be responsible for all fees and expenses payable to any approved subcontractor.

2. Service Provider Obligations. Service Provider shall:

2.1 appoint representatives to the following positions after obtaining Cintra's consent:

(a) a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and

(b) a sufficient number of employees to perform the Services set out in each Statement of Work, each of whose names, positions, billing rates, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Service Provider Contract Manager, "**Provider Representatives**");

2.2 make no changes in Provider Representatives except either:

(a) with the prior consent of Cintra;