

[REDACTED] TO GROUP, INC.  
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made effective as of the latest date set opposite the signatures set forth below (the "Effective Date"), by and between the party set forth below as a signatory ("Company"), and [REDACTED] Group, Inc. ("XOGITO"), a New York corporation with offices at 132 Miriam St., Bethpage, NY 11714. [REDACTED] TO and Company may collectively be referred to herein as the "parties" and each as a "party."

WHEREAS, Company desires to retain [REDACTED] TO to provide certain Professional Services and XOGITO agrees to provide such Professional Services, as further described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means any entities, present or future, that are controlled, controlling, or under common control, directly or indirectly with a party, including the parent of such party. For purposes of this definition, "control" shall mean ownership of over fifty percent (50%), of the equity of an entity.

1.2 "Company Parties" means Company, its Affiliates and their respective officers, directors, employees and agents.

1.3 "Deliverables" shall have the meaning set forth in Section 2.3 of this Agreement.

1.4 "Losses" means all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorney's fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons.

1.5 "Professional Services" means any professional services provided by XOGITO to Company pursuant to an SOW.

1.6 "Services" means any services provided by XOGITO to Company pursuant to an SOW that does not constitute Professional Services, including but not limited to the provision of equipment or facilities.

1.7 "SOW" means each Statement of Work, executed by and between the parties under this Agreement for provision of Services to Company or for performance of Professional Services.

1.8 "XOGITO Parties" means XOGITO, its Affiliates and their respective officers, directors, employees and agents.

2. PROFESSIONAL SERVICES.

2.1 Performance of Services and Professional Services. In the event that Company desires to retain [REDACTED] TO to perform any Services or Professional Services, the parties shall prepare and execute an SOW describing such Services and/or Professional Services in detail. Upon the execution of the SOW by both parties, the SOW shall be incorporated into and become a part of this Agreement. All of the Services