

Resolution to Further Amend an Agreement

A regular meeting of the Nassau County Industrial Development Agency (the “Agency”) was convened in public session at the Theodore Roosevelt Executive & Legislative Building, Ceremonial Chambers, 1550 Franklin Avenue, Mineola, Nassau County, New York on September 21, 2021 at 7:30 p.m., local time.

The meeting was called to order by the Chair and, upon roll being called, the following members of the Agency were:

PRESENT:

Richard Kessel	Chairman
Lewis M. Warren	Vice Chairman - EXCUSED
Anthony Simon	2nd Vice Chairman
Amy Flores	Treasurer
John Coumatos	Asst. Treasurer
Chris Fusco	Asst. Secretary
Timothy Williams	Secretary

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Harry Coghlan	Chief Executive Officer/Executive Director
Danielle Oglesby	Chief Operating Officer/Deputy Executive Director
Colleen Pereira	Administrative Director
Anne LaMorte	Chief Financial Officer
Catherine Fee	Director of Business Development/Chief Marketing Officer
Carlene Wynter	Compliance Assistant
Nicole Gil	Administrative Assistant
Thomas D. Glascock	Agency Counsel
Andrew Komaromi	Bond/Transaction Counsel

The attached resolution no. 2021-74 was offered by Chris Fusco, seconded by Amy Flores:

RESOLUTION OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY (“THE AGENCY”) TO FURTHER AMEND THE AGREEMENT MADE WITH MILLENNIUM COMMUNICATIONS, INC. FOR THE PROVIDING OF CERTAIN MARKETING AND WEBSITE DESIGN SERVICES

WHEREAS, the Nassau County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), and Chapter 674 of the 1975 Laws of New York, and WHEREAS, the Agency from time to time requires the services of qualified firms (“Firms”) to provide certain marketing and website design services, to promote economic development within Nassau County; and

WHEREAS, therefore, during 2019 the Agency issued a Request for Statements of Qualifications for certain Marketing and Website Design Services (the “RFQ”), seeking statements of qualification from interested Firms, and the Agency published notice of said issuance on July 26, 2019, in Newsday, the Long Island Business News, and the New York State Contract Reporter; and

WHEREAS, the Agency received statements of qualifications from one (1) or more Firms (collectively, the “Statements”) expressing interest in providing the services contemplated by the RFQ; and

WHEREAS, in accordance with its Charter, the Finance Committee of the Agency reviewed the Statements, interviewed or determined that interviews of the respondent Firms are not necessary or desirable, found that certain Firms met the minimum requirements set forth in the RFQ and are qualified to provide the Services, and recommended that the Agency established an approved list of Firms to provide the Services; and

WHEREAS, by resolution dated February 27, 2020, the Agency established such an approved list of Firms to provide the required services, including the firm Millennium Communications, Inc., and authorized the negotiation and making of an agreement with each Firm; and

WHEREAS, in keeping with the aforementioned RFQ and February 27, 2020, resolution (and pursuant to an additional resolution dated April 7, 2020), by an agreement dated during April 2020, the Agency thereafter engaged Millennium Communications, Inc. (“Millennium Communications”), to provide certain marketing and website design services for a term ending December 31, 2020; and

WHEREAS, given the quality of services provided by Millennium Communications and the continued need for said services, during February 2021, the Agency extended the term of said agreement until December 31, 2021, nunc pro tunc; and

WHEREAS, the Agency now wishes to further amend the agreement, to amend the scope of services to be provided pursuant to it and to extend the term thereof until January 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency is hereby authorized to further amend the agreement made during April 2020 with Millennium Communications, Inc., as amended, to amend the scope of services to be provided pursuant thereto at an additional cost not to exceed Thirty Thousand and XX/100 (\$30,000.00) Dollars (as described in the attached Exhibit "A") and to extend the term thereof until January 31, 2022.

Section 2. The Agency hereby determines that the proposed action is a Type II Action pursuant to Article 8 of the New York Environmental Conservation Law (including the regulations thereunder, "SEQRA") involving "continuing agency administration" which does not involve "new programs or major reordering of priorities that may affect the environment" (6 NYCRR Section 6.17.5 (c)(26)), and therefore no findings or determination of significance are required under SEQRA.

Section 3. The Chief Executive Officer / Executive Director is hereby authorized and directed to negotiate and enter into an amendment of the aforementioned agreement made with Millennium Communications, Inc., as amended, to amend the scope of services to be provided pursuant thereto at an additional cost not to exceed Thirty Thousand and XX/100 (\$30,000.00) Dollars (as described in the attached Exhibit "A") and to extend the term thereof until January 31, 2022, together with such changes to the terms and conditions thereof as the Chief Executive Officer / Executive Director may deem advisable or necessary, subject to the terms of this Resolution. The Chief Executive Officer / Executive Director's execution of the Agreement, as further amended, shall evidence the Agency's approval of the terms thereof.

Section 4. This Resolution shall take effect immediately.

Adopted: September 21, 2021

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Richard Kessel	VOTING	AYE
Lewis M. Warren	VOTING	EXCUSED
Anthony Simon	VOTING	AYE
Timothy Williams	VOTING	AYE
Chris Fusco	VOTING	AYE
Amy Flores	VOTING	AYE
John Coumatos	VOTING	AYE

The foregoing Resolution was thereupon declared duly adopted.

EXHIBIT "A". SCOPE OF SERVICES

Addendum Nassau County IDA Services Scope of Work- 2021 Marketing Effort – September 1, 2021

BACKGROUND INFORMATION

Since the June 23, 2021 launch of Nassauida.org, the following enhancements outside of the current CMS capabilities have been identified.

SERVICES SCOPE

Millennium is pleased to provide the Nassau County Industrial Development Agency with an addendum to their approved Scope of Work for the following post-launch site updates.

The scope and budget that follow is based upon our understanding of the assignment to date.

- Home page update
- Affordable Housing page design and functionality update
- Case studies section design and build out
- Professional photography and videography

DELIVERABLES

I. Website

Millennium will update the existing website (nassauida.org) Home, Affordable Housing and Case Studies pages. Millennium's scope accounts for Design, Development, QA effort, Front End Development and WCAG 2.1 AA compliance.

Scope assumptions:

- Home page layout revised to accommodate moving up interactive map
- Affordable Housing page revised to mirror the COVID-19 Resources page layout
 - Taxonomy updates, CMS training, staging push, database sync
- Case studies section design and build out
 - Will include landing pages for each case study and leverage previously quoted video content* not yet produced
 - Includes update to case studies main landing page
- Millennium will provide (1) one design comp for each of the (3) page updates
- Scope includes (1) one round of revisions for each of the (3) comps
- Scope includes (1) round of revisions for each of (3) pages on staging site during UAT round
- Launch will be contingent upon staging site signoff
- Scope includes security scanning, CMS training, database sync, production push, includes (3) status meetings over the course of site updates

- II. Photography
Millennium will secure Professional Photos and Videos per the previously provided shot list.

SERVICES DURATION

The Professional Services will be delivered through January 31, 2022.

COST SUMMARY

Description of Services	Cost
Website Updates <ul style="list-style-type: none"> • Design • Front-end development • Back-end development • QA/WCAG • IT services • Project Management 	\$10,075
Photography and Videography *based on estimate provided for (9) priority locations for stills and drone per shot list provided	\$9,450
Total	\$19,525

Optional Services

Case Studies Video	Cost
Video Production – five (5) videos estimated at \$20,000/video <i>Ideation, scriptwriting, storyboarding, production, editing, etc.</i>	\$100,000
Optional Helicopter photography	\$4,500



All direct expenses not allocated in each individual project estimate will be quoted and once agreed, will be invoiced to client. These costs can include but may not be limited to: DNS registration fees, digital certificates, photography purchase and licensing, shipping, hardware/software purchase and support, and any other project related external costs. Travel expenses, with prior agreement of traveling requirements, will be paid in accordance to Customer Travel Policies.

All requested work would be done between the hours 9:00 a.m. and 5:00 p.m., Monday through Friday. Evening hours will be billed based on 1.5 times the regular technical labor rate schedule. Weekend hours will be based on 2 times the regular rate. Holiday rates will be quoted upon request.

Timing:

This agreement begins on contract signing and continues through January 31, 2022.

PAYMENT TERMS

- 50% to be invoiced upon project kickoff
- 25% to be invoiced upon comp approval
- 25% upon push to production
- Photography costs to be invoiced as pass-through direct expenses

All payments should be submitted to:

Millennium Communications Inc.
6900 Jericho Tpke., Suite 115W
Syosset, NY 11791
Attention: Accounting Department

TERMS AND CONDITIONS

In addition to the aforementioned assumptions, this project will be governed by the Millennium's standard terms & conditions which can be found in Appendix B.

MODIFICATIONS

Any change to this Scope of Work should be made in writing and signed by both parties authorized representatives.

All work order changes that may occur throughout the course of this Project Term which are considered outside of the existing Scope of Services as defined hereunder will be subject to increased costs based upon Millennium's standard development rates as included Appendix A. Millennium will detail the costs of these services and supply the NCIDA with a written estimate explaining all charges. In each case, Millennium will request a written authorization before proceeding.



millenniumcommunications



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Date: September 22, 2021

Millennium Communications, Inc.

Nassau County IDA

Theresa Macri
CEO / CFO

Harry Coghlan
CEO/Executive Director

●
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Millennium Communications Role Descriptions and Rates – January 2021

Resource Title	Job Description	Experience	Bill Rate
Account			
Account Director, Strategic Planner	Senior person leading the integrated insights and strategic planning of all client engagements to deliver fresh and innovative business opportunities, while inspiring creative ideas. Responsible for writing all strategic and creative briefs, and for informing all required teams. Collaborates with senior clients and give them deeper insights into the dynamics of their business through the development of disciplined and thorough sales, marketing, and consumer analyses.	20 + yrs.	\$ 225/hr.
Senior Project Manager, Account Executive	Reporting to the Account Director, this role is a mid-level person responsible for the day-to-day planning, budgeting, overseeing and documentation of all aspects of a specific project.	10 – 20 yrs.	\$175/hr.
Project Manager, Account Executive	Reporting to the Account Director, this role is a mid-level person responsible for the day-to-day planning, budgeting, overseeing and documentation of all aspects of a specific project.	5 – 10 yrs.	\$ 150/hr.
Junior PM/AE	Junior level person responsible for assisting the lead PM/AE with the day-to-day planning, budgeting, overseeing and documentation of all aspects of a specific project.	2-5 yrs.	\$ 110/hr.
Promotion Auditor	Senior person leading the forensic auditing of all promotional marketing efforts. Responsible for reviewing all promotional marketing rules as they apply to the specific promotion, validating all consumer entries and reviewing such for any fraudulent attempts to compromise the integrity of the program.	20 + yrs.	\$ 225/hr.
Creative			
Creative Director	Senior person leading the creative charge in developing traditional or interactive concepts and campaigns that help promote a clients' business or service. Responsible for the aesthetic management of all creative aspects and team members associated with a design project and/or marketing campaign. Will create and/or supervise the development of strategic copy development to support the campaign or project. As the senior most "hands-on" creative person, will often collaborate with art directors, writers and designers to produce interactive products for clients.	20 + yrs.	\$ 225/hr.



Lead Creative Designer	A senior-level staff member, responsible for the overall visual appearance and how it visually communicates, stimulates moods, contrasts features, and psychologically appeals to a target audience. The Art Director makes decisions about visual elements used, what artistic style to use, and when to use motion.	15 – 20 yrs.	\$225
Senior Creative Designer	A senior-level talent responsible for combining ideas, images and words to visually convey information to an audience in a design, interactive project and/or marketing campaign. The Graphic Designer works closely with the Art Director and/or the Interactive Creative Director to realize the approved concept or vision for each project.	10 – 15 yrs.	\$ 175/hr.
Creative Designer	A mid-level talent responsible for combining ideas, images and words to visually convey information to an audience in a design, interactive project and/or marketing campaign. The Graphic Designer works closely with the Art Director and/or the Interactive Creative Director to realize the approved concept or vision for each project.	5 – 10 yrs.	\$ 150/hr.
Junior Creative Designer	A junior level talent that supports the senior creative design team.	2-5 yrs.	\$ 110/hr.
Lead HTML Coder	A senior level person, proficient with taking graphic files and translating them via HTML mark-up and other programming languages into functional code. The HTML Coder will work closely with the Front-End Web Designer to enhance and extend the operational ability of the front-end coding.	15 – 20 yrs.	\$ 225/hr.
Senior HTML Coder	A mid-level person, proficient with taking graphic files and translating them via HTML mark-up and other programming languages into functional code. The HTML Coder will work closely with the Front-End Web Designer to enhance and extend the operational ability of the front-end coding.	10 – 15 yrs.	\$ 175/hr.
HTML Coder	A junior level person, proficient with taking graphic files and translating them via HTML mark-up and other programming languages into functional code. The HTML Coder will work closely with the Front-End Web Designer to enhance and extend the operational ability of the front-end coding.	5 – 10 yrs.	\$ 150/hr.
Junior HTML Coder	A junior level person, proficient with taking graphic files and translating them via HTML mark-up and other programming languages into functional code. The HTML Coder will work closely with the Front-End Web Designer to enhance and extend the operational ability of the front-end coding.	2-5 yrs.	\$ 110/hr.
Lead UX Designer	UX (user experience) designers measure and optimize applications to improve ease of use and create the best user experience by exploring many different approaches to solve end-users' problems.	15 – 20 yrs.	\$ 225/hr.
UX Designer	UX (user experience) designers measure and optimize applications to improve ease of use and create the best user experience by exploring many different approaches to solve end-users' problems.	8 – 10 yrs.	\$ 175/hr.
Junior UX Designer	A junior level talent that supports the UX Designers.	2-5 yrs.	\$ 150/hr.
Strategic Copywriter	Senior person, working closely with the Creative Director, to develop the "big conceptual idea" from a verbal attitude and voice for all copy contained in a design, interactive project and/or marketing campaign.	20 + yrs.	\$ 225/hr.



Copywriter	A mid-level talent responsible for developing the verbal attitude and voice of all copy contained in a design, interactive project and/or marketing campaign. The Copywriter works closely with the Art Director and/or the Creative Director to bring the visual elements to life to create a verbal "story" to pay off the "big conceptual idea".	10 – 15 yrs.	\$ 150/hr.
Programming/Tech			
Strategic Tech/IT Planner	Senior level person responsible for developing the software and/or hardware requirements for each project or application development/installation. Collaborating with Database Developers, Programmers and Internet System and Network Security Specialists.	20 + yrs.	\$ 225/hr.
Database Developer	A senior level person responsible for the process of creating structure and procedures in the collection of data, to model relevant aspects of reality, for the purpose of supporting processes requiring this information.	10 – 15 yrs.	\$ 225/hr.
Lead Programmer	A senior-level person, working closely with the Database Developer and Strategic Planner to provide the architecture and writing of code for customized web and software applications. Ensures all applications confirm to current security standards, and that developed code supports the required database collection attributes.	10 – 15 yrs.	\$ 225/hr.
Programmer	A mid-level person providing the writing, markup and coding involved in Web development, which includes Web content, Web client and server scripting and network security.	5 – 10 yrs.	\$ 175/hr.
Junior Programmer	A junior person, supporting the Programmer and Lead Programmer in application development and documentation.	2-5 yrs.	\$ 150/hr.
Internet System and Network Security Specialists	A senior level person responsible for meeting with IT Planner to formulate security policies, implementing approved policy within the network, analyzing network traffic and providing reports to ensure compliance.	5 – 8 yrs.	\$ 150/hr.
QA Tester	Person that validates that a computer program/application meets the requirements that guided its design, works as expected, can be implemented with the same characteristics, and satisfies the needs of stakeholders.	8 - 15 yrs.	\$ 150/hr.
Junior QA Tester	A junior person that validates that a computer program/application meets the requirements that guided its design, works as expected, can be implemented with the same characteristics, and satisfies the needs of stakeholders.	2 – 8 yrs.	\$ 110/hr.
SEO Planner		5 – 8 yrs.	\$175/hr.

APPENDIX A: Millennium Communications Role Descriptions and Rates - January 2021

APPENDIX B: Terms & Conditions

Pursuant to the Statement of Work ("**SOW**"), entered into by Millennium Communications, Inc. ("**MCI**") and the client designated on the SOW ("**Client**"), Client has ordered certain services from MCI. These Standard Terms and Conditions ("**Terms**") apply to all services and products (collectively "**Services**") provided by MCI to Client as described in any SOW or incorporated herein by reference (collectively with the Terms and SOW, the "**Transaction Documents**"). Services may include, but are not limited to, website design and development, website managed hosting, and strategic marketing and branding services. As used in these Terms, "**Party**" means either MCI or Client, as appropriate, and "**Parties**" means MCI and Client, collectively.

1. **Acceptance.** Only the occurrence of one of the following events shall constitute acceptance of the SOW by Client: (a) Client's execution of the SOW and the receipt thereof by MCI; or (b) Client's commencement of performance on account of the SOW (including without limitation, making any payment to MCI for Services, participating in planning calls or meetings with MCI, or providing any documentation required by MCI such as specifications, wireframes, site maps or other data) provided however, that in the event MCI does not receive notice of Client's commencement of such performance within a reasonable time, Client may treat the offer made hereunder as having lapsed before acceptance. The offer contained in the Transaction Documents is made on the terms and conditions stated therein and no others.

Accordingly, Client's acceptance of the SOW is expressly limited to the terms and conditions contained in the Transaction Documents. Notice of objection is hereby given to any proposed term or condition or any alteration whether perceived as major or minor in nature. To the extent that an SOW is issued in response to an offer by Client and the SOW is considered a response to an offer based on previous documents or circumstances, then acceptance of Client's offer is expressly made conditional on Client's assent to the terms and conditions of the Transaction Documents. If Client does not assent to such terms, there is no contract. Any additional or different terms stated by the Parties in any quotation, confirmation, invoice, acceptance document, or other document, and any terms that are inconsistent with or in variance with the terms and conditions in the Transaction Documents, shall be of no force and effect. No additions, subtractions, or other modification of the terms and conditions of the Transaction Documents shall be binding upon MCI unless expressly accepted in writing by MCI. MCI's failure to object to any provisions contained in any communication from Client shall not be deemed to be a waiver of MCI's rights and remedies hereunder.

2. Services.

(a) Ordered Services. The Transaction Documents shall set forth at a minimum a description of the Services to be performed by MCI and shall include: (i) a list of Services and any deliverables to be provided by MCI pursuant to the Services (a "**Deliverable**"); (ii) the delivery and/or performance schedule; and (iii) the applicable fees. MCI shall have no obligation to provide Services other than those specified in the Transaction Documents. Client may request additional Services in accordance with sub-section 2(b) or by a separate Transaction Document. Provided that there is no mutually agreed upon written agreement between the Parties to the contrary, Client shall pay for additional Services at MCI's then-current hourly rate, on a time and materials basis, or as set forth under an accepted Change Order (as defined in sub-section 2(b)) or Transaction Document executed by both Parties and incorporated herein. If Client requests Services be performed outside of normal business hours, a premium rate for such Services will be charged as outlined in the Transaction Document.

(b) Change Order. If Client desires to modify Services specified in an existing Transaction Document, it shall submit to MCI a written request to do so. The request shall set forth the nature of Client's proposed changes to the Services ("**Change Request**"). Upon Client's submission of a Change Request, and subject to MCI's determination of the feasibility of the Change Request and agreement to provide such modified Services, MCI shall complete and return to Client a written document ("**Change Order**") setting forth, at a minimum, a written description of any changes or additions to (i) the delivery schedule, (ii) the Services, and (iii) the estimated charges. Client shall accept or reject the Change Order within ten (10) days after receipt. Client's failure to reject the Change Order within such ten (10) day period shall constitute Client's acceptance of the Change Order and agreement to be bound by the terms thereof. If Client rejects the Change Order based on a Change Request submitted by Client, MCI shall be entitled to reasonable compensation for the work performed in good-faith by MCI in relation to the submitted Change Order, if any. Such compensation shall be calculated on a time and material basis using the hourly rates agreed in the applicable Transaction Document. Upon Client's acceptance, such Change Order will be deemed an amendment to the applicable Transaction Document.

(c) Estimates. MCI makes no estimate of cost or completion date other than as set forth in the Transaction Documents. In that regard, unless otherwise expressly stated in a Transaction Document, Client understands that any costs or completion dates set forth in the Transaction Documents do not bind MCI and are provided only as a good-faith approximation based on information furnished to MCI by Client. MCI will update its estimates at Client's request.

(d) Specifications. The Services will be performed in accordance with MCI's applicable specification document provided by MCI for the Services in question. Unless otherwise agreed upon in a written scope of work or in the SOW, the Services will be performed in the manner determined at MCI's sole discretion and with reasonable efforts to meet any of Client's expressly indicated requirements that have been accepted by MCI in the Transaction Documents.

3. Fees and Payment.

(a) All amounts payable to MCI under the Transaction Documents will be invoiced monthly and are due and payable within forty-five (45) days of the invoice date, unless otherwise agreed in the applicable Transaction Document.

(b) Any invoice that is unpaid when due will accrue interest at 1.5% monthly, but not to exceed the maximum rate permitted by law. In the event that an invoice is not paid by Client when due, MCI may suspend performance under any and all Transaction Documents until all overdue invoices and any other amount owed thereunder have been paid, in addition to and not in limitation of other available remedies. All times estimated in the Transaction Documents for MCI's performance or delivery will be extended by the number of days payments are late.

(c) Client shall review each invoice promptly upon receipt, and shall notify MCI in writing within ten (10) days of the invoice date of any dispute as to the amount or validity of the invoice. Such notice shall identify the invoice number, the basis for the dispute and the disputed amount. If Client fails to deliver such notice in the allotted time, Client shall be deemed to have consented to the charges therein. Notwithstanding anything else herein, Client shall pay the undisputed portion of any disputed invoice within the time for payment thereof.

(d) All charges, rates and minimums are subject to change by MCI with thirty (30) days advance written notice and mutually agreed upon by client.

4. Client Responsibilities. In addition to and not in limitation of Client's other obligations hereunder, Client will:

(a) provide MCI with reasonable assistance and cooperation and respond to requests from MCI on a timely basis; (b) have at least one (1) Client contact, present or available during regular business hours to provide information and assistance to MCI; (c) provide MCI with timely, complete, and accurate information and documentation, including without limitation any specifications or other data required to be delivered by Client pursuant to any Transaction Document; (d) make personnel available to MCI who are familiar with Client's requirements and who have the technical and other expertise necessary to permit MCI to undertake and complete its obligations under the Transaction Documents; (e) provide a safe area for MCI to perform any Services required to be performed on Client's site; and (f) comply with all laws applicable to its activities pursuant to or in connection with the Transaction Documents and the transactions contemplated thereunder. Client's failure to fully satisfy and

perform its obligations under this section 4 shall be considered a material breach of Client's obligations hereunder for purposes of sub section 5(b).

5. Term and Termination.

(a) Term. The term that MCI shall provide each of the Services shall be for the applicable period as set forth on the SOW or applicable Transaction Document ("**Term**").

(b) Termination Upon Breach. The order for Services pursuant to the Transaction Documents may be immediately terminated (i) by MCI for Client's breach of sections 7, 8, or 9 hereof; or (ii) by either Party upon written notice if the other Party breaches any material term or condition of the Transaction Documents and such breach is not cured within thirty (30) days following written notice from the Party specifying the breach. Notwithstanding anything else herein, as of the effective date of termination for any reason, MCI shall have no obligation to provide any further Services to Client.

(c) Convenience Termination. Either Party shall have the right to terminate the SOW at any time for any reason, without liability, upon giving the other Party at least sixty (60) days written notice. This does not apply to the One-Time, Non-Recurring costs as those are non-cancelable.

(d) Obligations Upon Termination. Immediately upon termination, Client shall pay MCI for all Services provided or performed, and expenses incurred prior to the date of termination. Provided that Client has paid all applicable fees related to the Services at the time of termination, the license to Deliverables shall survive termination in accordance with the terms of the applicable license agreements and sub-section9(c).

6. Personnel. MCI personnel performing Services for Client under the Transaction Documents may perform similar services for others during or after the Term. MCI will make reasonable efforts to honor specific requests of Client regarding assignment of MCI personnel; however, MCI reserves the sole right to make and change all such assignments. MCI agrees to use commercially reasonable efforts to provide personnel in accordance with service estimates and schedules provided to Client in Transaction Documents. Should any personnel be unable to perform scheduled services because of illness, resignation or other causes beyond MCI's control, MCI will attempt to replace such personnel within a reasonable time but will have no other liability.

7. Non-Solicitation. During the Term and for a one-year period thereafter, neither Party shall directly or indirectly solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other Party. For the avoidance of doubt, general public advertisements for employment and responses thereto, shall not be deemed a violation of this section.

The Parties agree that any breach of this section 7 would damage the other Party in an amount difficult to ascertain with certainty, and that in the event that either Party breaches this provision resulting in the other Party losing the services of an employee or independent contractor for any period of time, the breaching Party shall pay to the other Party an amount equal to the annual rate of compensation (with the non-breaching Party) of the applicable employee or independent contractor.

8. Confidentiality.

(a) Each Party acknowledges that it may receive ("**Recipient**") or have access to Confidential Information, as defined below, of the other Party ("**Discloser**") in the course of MCI providing Services to Client. Each Recipient agrees to maintain the confidentiality of the Discloser's Confidential Information and not to use the Discloser's Confidential Information except in performing such Recipient's obligations under the Transaction Documents. Each Recipient agrees not to disclose the Confidential Information received from the Discloser to anyone except Recipient's employees, contractors, consultants and advisors who need access to the Confidential Information to perform the Recipient's obligations under the Transaction Documents, and provided any such employee, contractor, consultant or advisor has agreed to the restrictions on use and disclosure of Confidential Information set forth herein. "**Confidential Information**" means any business or technical information (i) of MCI; or (ii) of Client that (y) if first disclosed in tangible form or electronic records, is conspicuously marked "confidential," "proprietary," or the like; or (z) is first disclosed in a non-tangible form and orally identified as confidential at the time of disclosure and is summarized in tangible form within thirty (30) days of the original disclosure, conspicuously marked "confidential" or "proprietary" or the like.

(b) Confidential Information shall not include anything that: (i) was generally known or available to the public at the time it was received from the Discloser, (ii) was known to the Recipient, without restriction, at the time of disclosure, or (iii) is supplied by the Discloser to another non-affiliated party without a duty of confidentiality.

(c) The restrictions on disclosure of Confidential Information shall not apply to the extent disclosure is required by a court, administrative agency, or other governmental body of applicable jurisdiction, provided that Recipient (i) provides notice of the required disclosure to the Discloser; (ii) uses reasonable efforts to limit disclosure and obtain confidential treatment for the information; and (iii) allows the Discloser to intervene at its own expense in the action.

(d) Client acknowledges and agrees that the Confidential Information of MCI consists of trade secrets and is not readily accessible to competitors of MCI, and that such Confidential Information has been acquired and assembled at significant expenditures of time and other resources. Client additionally acknowledges and agrees that Confidential Information of MCI (i) is novel; (ii) provide MCI with a competitive advantage over those who do not know or use it; (iii) is a valuable and unique asset of MCI; (iv) is kept in a safe place and MCI has taken and is

taking all reasonable precautions to protect its secrecy through the use of reasonable security measures; and (v) would be difficult for competitors of MCI or others to duplicate.

9. Proprietary Rights.

(a) MCI Components. Client acknowledges that MCI, prior to performing any Services for Client, has or may develop tools, ideas, concepts, processes, methodologies, software, and know-how ("**MCI Components**"), some of which MCI may use in performance of Services. The Parties agree that MCI shall retain exclusive ownership of all such MCI Components, and shall be entitled to use any and all MCI Components in connection with the performance of Services for other parties. Provided that Client has paid MCI for the MCI Components pursuant to any Transaction Documents, MCI hereby grants Client a limited, non-exclusive license to use the MCI Components incorporated in the Deliverables solely to the extent as necessary for operation and maintenance of such Deliverables.

(b) Assignment. The Parties hereby agree and acknowledge that Client will own all right, title and interest, including, without limitation, all intellectual property rights, in and to all Deliverables (and all portions thereof) conceived, developed, created or reduced to practice by MCI, solely or jointly with others, in whole or in part, during the course of MCI's performance of the Services hereunder and relating to this Scope of Work Order (collectively, "**Work Product**"), and that the Work Product will be considered Confidential Information (as defined in the MNDA) of Client. MCI will assign, and hereby does assign, all of MCI's right, title and interest in and to the Work Product, including all intellectual property rights therein and thereto, to Client. MCI hereby agrees that MCI will have no rights in or to the Work Product, and agrees not to use or disclose any Work Product in any manner, except as necessary for the performance of this Scope of Work. To the extent any right, title and/or interest in any Work Product cannot be assigned by MCI, MCI hereby waives the enforcement of any such right, title or interest therein or thereto against Client and further, MCI hereby grants to Client an exclusive, perpetual, transferable, irrevocable, royalty-free, worldwide, fully paid license (with rights to sublicense through multiple tiers of licensees) to practice such non-assignable right, title and/or interest. Under no circumstances shall MCI Property (as defined below) be considered Work Product.

(c) License Grants. As between the Parties, all property and materials (and all intellectual property rights therein) that are provided to MCI by Client or are otherwise accessed by MCI hereunder (collectively, "Client Property") will remain the sole and exclusive property of Client (or its licensors, as applicable). Client hereby grants to MCI a nonexclusive, non-transferable, revocable, limited license (to the extent of Client's rights) to make such uses of Client Property that is provided to MCI for this Scope of Work solely as are necessary for MCI's performance to satisfy the requirements of this Scope of Work, solely for the benefit of Client and solely during the term of this

project. MCI agrees to comply with any reasonable terms and conditions that are communicated by Client to MCI in writing and are applicable to any Client Property. MCI may incorporate any pre-existing property or materials (including intellectual property rights therein) of MCI or property or materials (including intellectual property rights therein) of MCI that was created by MCI other than in the course of MCI's performance of the services for this Scope of Work, including, without limitation, contests, sweepstakes, instant wins, and judging tools, or any third party property (collectively, "MCI Components"), into any deliverable(s). All MCI Components will remain the sole and exclusive property of MCI (or its licensors, as applicable). To the extent that any MCI Components is incorporated into any deliverable (or otherwise provided to Client, or the intellectual property rights therein could prevent Client from exercising any right in or to any Work Product), MCI hereby grants to Client a nonexclusive, transferable, perpetual, irrevocable, worldwide, royalty-free, fully paid license to make such uses of such MCI Components that is provided to Client as are necessary for Client's use of the Work Product or the Deliverables, provided that MCI Property (i) is not used by Client for resale, licensing, or commercial distribution, (ii) is not used by Client to compete with MCI, (iii) is not used by Client to create or develop the same or similar products or solutions that are created or developed by MCI, (iv) is not used by Client to create or develop derivative works of MCI IP, and (v) is not disclosed by Client to any third party without the prior written consent of MCI. Client shall not have the right to sublicense MCI Property without the prior written consent of MCI.

(d) Third Party Software. Client's rights in software licensed to Client by third parties under agreements accompanying such software ("**Third Party Software**") and other data, programs and other materials provided by third parties, regardless of whether or not obtained with the assistance of MCI, shall exclusively be as provided in the applicable third party license agreement, and Client is solely responsible for compliance with such third party agreements and policies.

10. Warranties.

(a) General Representations and Warranties. Each Party represents and warrants to the other Party that (i) it has the right to enter into the agreement comprising the Transaction Documents and perform its obligations hereunder; (ii) if not a natural person, it is organized in a corporate or equivalent form and is in good standing under the laws of its jurisdiction; (iii) to the best of its knowledge there are no claims, actions or proceedings against it (including without limitation bankruptcy, dissolution, liquidation, or any assignments for the benefit of creditors) that would impair its ability to honor all legal obligations hereunder; (iv) the person executing any Transaction Documents on its behalf has been authorized to do so; and (v) the Transaction Documents constitutes its valid, legal and binding obligations.

(b) MCI Warranties. MCI shall use commercially reasonable means to render the Services as set forth in the Transaction Documents. Subject to the provisions and qualifications of the Transaction Documents, upon completion of the Services outlined in the Transaction Documents, MCI warrants only to Client that on such date such finalized Services shall have been performed in a workmanlike manner.

(c) Client Warranties. Client also warrants to MCI that (i) all Client-Provided Materials do not and will not (1) use or include any confidential or proprietary information or trade secrets of any third party, unless Client has received a written license from the owner thereof to use as contemplated hereunder; and (2) violate the rights of any third party in any jurisdiction, including but not limited to copyright, trade secret, trademarks, publicity, privacy, patents or other rights; and (ii) Client has completed and received all authorizations, approvals and appropriations necessary for Client to perform its obligations under the Transaction Documents.

(d) Third Party Software. MCI DOES NOT PROVIDE ANY WARRANTY FOR Third Party Software. ALL Third Party Software PROVIDED PURSUANT TO THE Transaction Documents IS PROVIDED ON AN "AS IS" BASIS, WITH ALL FAULTS, AND THERE ARE NO WARRANTIES FROM MCI, EXPRESSED OR IMPLIED, MADE IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client WILL ONLY RECEIVE WARRANTIES, IF ANY, FOR Third Party Software AS PROVIDED BY THE AUTHORS OR MANUFACTURERS OF SUCH SOFTWARE. Client agrees that MCI shall not be liable for any defects, flaws, programming errors, inefficiencies or malfunctions in any such Third Party Software, or for any non-performance of the Third Party Software. Client further agrees that any claim based on, related to or arising out of the use of any such Third Party Software shall be governed exclusively by the terms of Client's software license agreement with such third-party.

(e) Disclaimer. EXCEPT AS EXPLICITLY SET FORTH IN SECTION 10, MCI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE Services, INCLUDING ANY Deliverables, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY WITH OTHER SOFTWARE OR HARDWARE, AGAINST INFRINGEMENT OR THE LIKE, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE. It is hereby expressly understood and agreed that unless a statement is specifically identified in the Transaction Documents as a warranty, the statements made herein and therein relating to the Services are not express warranties and do not form a part of the basis of the bargain but are merely MCI's opinion or commendation of the Services. Any description of the Services specified in the Transaction Documents or any description of Services contained in MCI's website, on any and all brochures, pamphlets or other literature of MCI, whether delivered before or after the Term, are not intended to be warranties. Instead, they are for the sole

purpose of identifying such Services; and such descriptions are not part of the basis of the bargain, and do not constitute a warranty that the Services or Deliverables thereunder shall conform to those descriptions.

(f) Exclusive Remedy. Client's SOLE AND EXCLUSIVE RIGHTS AND REMEDIES IN CONNECTION WITH THE WARRANTY CONTAINED IN SUB-SECTIONS 10(a) AND 10(b) SHALL BE LIMITED TO MCI CORRECTING THE DEFECTIVE Services/Deliverable, OR IF MCI IS UNABLE TO DO SO OR IF SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THEN MCI WILL PROVIDE A CREDIT OF THE FEE CHARGED Client FOR THE DEFECTIVE Services/Deliverable OR PROVIDE A REFUND THEREFOR, AT MCI's OPTION.

11. Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE Transaction Documents, AND SUBJECT TO THE PROVISIONS OF THIS SECTION 11, EXCEPT FOR A BREACH BY CLIENT OF SECTIONS 7, 8, OR 9, NEITHER Party SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COVER DAMAGES OR LOST PROFITS, OR DAMAGES RELATING TO OR RESULTING FROM BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA, OR COMPUTER FAILURE OR MALFUNCTION DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THE Transaction Documents OR THE TRANSACTIONS CONTEMPLATED THEREBY, REGARDLESS OF WHETHER THE LIABILITY RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH A Party KNEW OR SHOULD HAVE KNOWN OF AND REGARDLESS OF WHETHER THE CLAIM IN QUESTION IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT OR OTHERWISE. IN THE EVENT THAT ANY TERM OF ANY OF THE Transaction Documents IS FOUND UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, OR ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THIS PROVISION OF WAIVER BY AGREEMENT OF CONSEQUENTIAL DAMAGES SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

12. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF MCI ARISING OUT OF OR RELATING TO THE Transaction Documents OR TRANSACTIONS CONTEMPLATED THEREBY SHALL NOT EXCEED SEVENTY FIVE PERCENT (75%) OF THE TOTAL FEES ACTUALLY COLLECTED BY MCI FROM Client FOR THE AFFECTED Service IN QUESTION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE SUCH CLAIM AROSE, REGARDLESS IF THE CLAIM IN QUESTION IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT OR OTHERWISE.

13. Indemnification. Client shall indemnify, defend and hold MCI and its directors, officers, shareholders, employees, contractors and agents harmless from and against any and all liabilities, damages, losses, claims, actions, proceedings, and expenses, including, without limitation, reasonable legal fees (collectively "**Damages**")

of whatsoever kind and nature, imposed upon, incurred by, asserted, threatened or awarded against MCI, directly or indirectly arising out of, relating to or resulting from (i) Client-Provided Materials and Services provided in accordance with Client-Provided Materials or derived from Client-Provided Materials to meet Client's particular requirements or instructions, or (ii) any breach by Client of any Transaction Documents.

MCI shall indemnify, defend and hold Client and its directors, officers, shareholders, employees, contractors and agents harmless from and against any and all liabilities, damages, losses, claims, actions, proceedings, and expenses, including, without limitation, reasonable legal fees (collectively "**Damages**") of whatsoever kind and nature, imposed upon, incurred by, asserted, threatened or awarded against Client, directly or indirectly arising out of, relating to or resulting from any negligent act or omission, or willful misconduct of MCI, or MCI's Personnel.

Any and all amounts due for indemnity shall be paid as Damages are incurred, and in any event, within ten (10) days after written demand therefor.

14. Independent Contractor. MCI is, and at all times will be, an independent contractor. Nothing in the Transaction Documents shall be construed to constitute either Party as a partner, employee, agent or joint venturer of the other; it being the intention that MCI is and shall remain an independent contractor of Client, and that each Party shall be responsible for the supervision and control of their operations, including without limitation supervising and controlling their own personnel. Except as may be expressly set forth in the Transaction Documents, neither Party has the authority to enter into any contracts on behalf of the other Party or otherwise act on behalf of the other Party.

15. Non-Exclusivity. Client acknowledges that MCI may perform design, development, hosting or other services which are or may be similar to the Services for clients or other persons other than Client, including, without limitation, other persons working in the same industries or who are competitors of Client. Unless explicitly agreed in a writing signed by the Parties, nothing in the Transaction Documents shall prohibit MCI from performing such services. The aforementioned notwithstanding, consistent with the provisions of Section 8 hereof, MCI shall (including when providing services to or for any clients other than Client which are similar to the Services provided hereunder) at all times both during the term of its engagement with Client and thereafter maintain the confidentiality of all Work Product owned by Client hereunder and the confidentiality of Client's Client-Provided Material and Confidential Information, and shall not to disclose, make available, or in any way use for its or any third party's benefit or for any other purposes said Work Product, Client-Provided Material, and Confidential

Information except in performing Services to or for Client pursuant to its engagement under the Transaction Documents or with Client's express written authorization.

16. Limitation of Action. No action or proceeding at law, in equity or otherwise shall be commenced by Client against MCI for MCI's alleged breach of any obligation or duty owed by MCI (including without limitation by negligent acts or omissions) under any Transaction Document or under applicable law, unless: (i) Client notifies MCI in writing within thirty (30) days from the date of such alleged breach, provided MCI does not remedy or correct the breach or non-conformity within thirty (30) days from the receipt of the notice; and (ii) such action or proceeding is commenced by Client within twelve (12) months from the date the breach or non-conformity occurs, or commenced within the applicable statute of limitations period (whichever occurs first), for any action, regardless of Client's lack of knowledge.

Similarly, other than for nonpayment of services rendered, no action or proceeding at law, in equity or otherwise shall be commenced by MCI against Client for Client's alleged breach of any obligation or duty owed by Client (including without limitation by negligent acts or omissions) under any Transaction Document or under applicable law, unless: (i) MCI notifies Client in writing within thirty (30) days from the date of such alleged breach, provided Client does not remedy or correct the breach or non-conformity within thirty (30) days from the receipt of the notice; and (ii) such action or proceeding is commenced by MCI within twelve (12) months from the date the breach or non-conformity occurs, or commenced within the applicable statute of limitations period (whichever occurs first), for any action, regardless of MCI's lack of knowledge.

17. Force Majeure. Except for the payment of monies due hereunder, neither Party shall be liable to the other Party for failure or delay in fulfilling its obligations under the Transaction Documents to the extent that such failure or delay is due to a force majeure, including, without limitation, interruption of carrier telecommunications, governmental regulation, labor disputes, strikes, acts of God, wars, terrorism, acts of public enemy, civil disturbance, or any other causes beyond its reasonable control, whether or not such cause be of the same class or kind as those enumerated above, such enumeration being expressly understood to be in addition to other causes or classes of causes beyond a Party's control. However, the delayed Party shall use its commercially reasonable efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party upon the occurrence of any such event (or performance by the delayed Party will not be considered excused pursuant to this Section 17), and inform the other Party of its plans to resume performance. In the event of the occurrence of a force majeure event, MCI shall have the right to allocate labor among its customers in such proportions as it deems appropriate, in its sole and absolute discretion.

18. Choice of Law and Forum.

(a) The Parties acknowledge and agree that the Transaction Documents and the transactions contemplated thereby shall be a contract made in the United States, state of New York. All questions pertaining to the validity, construction, execution and performance of the Transaction Documents and the transactions contemplated thereby shall be construed and governed in accordance with the domestic laws of the state of New York, without giving effect to principles of comity of nations or conflicts of law.

(b) Any controversy or claim arising out of or relating to the Transaction Documents or any of the transactions contemplated thereby, including without limitation whether or not such dispute is subject to arbitration and claims for breach of these Terms, shall be settled by binding arbitration in accordance with the United States Arbitration Act and administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

i. The arbitration proceedings shall be conducted before a panel of three (3) neutral arbitrators. The place of the arbitration shall be in New York, New York. Any award in an arbitration initiated hereunder shall be in accordance with New York law, as more particularly specified above. The successful Party will be entitled to be awarded all costs, including reasonable attorney's fees, paid or incurred by such prevailing Party during the course of the arbitration proceedings.

ii. In any arbitration initiated under these Terms, except for Client's breach of sections 7, 8, or 9, the arbitrators will have no authority to award (1) injunctive or other equitable relief, or (2) consequential, exemplary, incidental, indirect or special damages, lost profits or punitive or other damages not measured by the prevailing Party's actual direct damages, except as may be required by statute and then only to the extent such requirement cannot, as a matter of law, be waived. Any award shall include no injunction or direction to any Party other than the direction to pay damages in accordance with the provisions hereof.

iii. Except as required by law, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of Client and MCI.

iv. If either Party fails to proceed with arbitration as provided herein or unsuccessfully seeks to stay such arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other Party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other Party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

19. Miscellaneous.

(a) Integration. The Transaction Documents are intended by the Parties to be a final, complete and exclusive statement of their agreement with respect to the subject matter contained therein. All prior or contemporaneous oral or written statements, agreements, promises or understandings are hereby excluded and are superseded. It is expressly agreed that no course of performance, course of dealing or usage of trade shall be relevant or admissible to contradict, supplement, explain, or modify any express provisions of the Transaction Documents. Furthermore, it is expressly agreed that a Party's acceptance of or acquiescence in a course of performance under the Transaction Documents shall not be admissible to modify, waive, supplement or explain the terms hereof, even if that Party is aware of a course of performance and has an opportunity to object to it.

(b) Conflict. The provisions of these Terms may in some instances conflict with some of the terms and conditions contained in the other Transaction Documents. In such case, the terms which are more favorable to MCI, as determined by MCI, shall govern.

(c) Assignability. The Transaction Documents shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither party shall have the right to assign any of its rights or benefits hereunder or under any applicable Transaction Document, or delegate any of its obligations or duties thereunder without the prior written consent of the other party. Any assignment in contravention of this provision shall be null and void, and of no legal force or effect.

(d) Modification or Amendment. Except as explicitly provided for in these Terms, no Transaction Document may be modified or amended except by an instrument in writing signed by the Party or Parties against whom enforcement is sought.

(e) Substantial Impairment. It is acknowledged that a breach by Client of any provision of the Transaction Documents will constitute a substantial impairment to MCI of the value of such Transaction Documents permitting MCI to, among other things, suspend performance thereunder.

(f) Captions. The headings and subheadings of the Transaction Documents are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of the Transaction Documents or any provisions hereof.

(g) Severability. Any term or provision of the Transaction Documents which is invalid or unenforceable in any jurisdiction on account of unconscionability or otherwise, shall, as to such jurisdiction, be ineffective to the extent

of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of such Transaction Documents or affecting the validity or enforceability of any of the terms or provisions of the Transaction Documents in any other jurisdiction. Further, to the extent that any term or provision of any Transaction Document is deemed so invalid, void or otherwise unenforceable, but may be made enforceable by amendment thereto, the Parties agree that such amendment may be made so that the same shall, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in any such jurisdiction in which enforcement is sought.

(h) Waiver of Breach. Any waiver of any of the provisions of the Transaction Documents shall not be effective unless made in writing and signed by MCI.

STATE OF NEW YORK

) SS.:

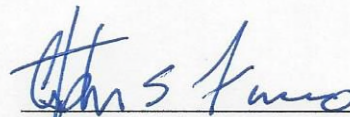
COUNTY OF NASSAU

We, the undersigned [Vice] Chairman and [Assistant] Secretary of the Nassau County Industrial Development Agency (the "Agency"), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 21, 2021 with the original thereof on file in our office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our respective hands and affixed the seal of the Agency this 21st day of September 2021.



[Assistant] Secretary

[Vice] Chairman

(SEAL)

STATE OF NEW YORK

) SS.:

COUNTY OF NASSAU

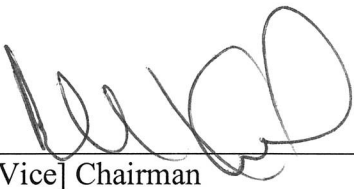
We, the undersigned [Vice] Chairman and [Assistant] Secretary of the Nassau County Industrial Development Agency (the "Agency"), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 21, 2021 with the original thereof on file in our office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our respective hands and affixed the seal of the Agency this 21st day of September 2021.

[Assistant] Secretary



[Vice] Chairman

(SEAL)