Master Services Agreement

This Master Services Agreement (the "Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between Virtual Alchemy LLC ("Virtual Alchemy"), a Florida limited liability company having its principal place of business at 2075 Main Street; Suite 24, Sarasota, FL 34237 and [CLIENT] (the "Client") a [TYPE OF ENTITY – LLC, PLLC, CORP, ETC.] having its principal place of business at [CLIENT ADDRESS] (each a "Party" and collectively the "Parties").

IN CONSIDERATION of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

1. Scope Of Work

1.1.   Virtual Alchemy shall provide the services ("Services") set forth in a statement of work (the "SOW"). For the avoidance of doubt, a proposal for services requested and accepted by Client and accepted by Virtual Alchemy will be considered an SOW. Virtual Alchemy shall furnish all services, reports, materials, work product and other deliverables as set forth in a SOW in accordance with the terms set forth therein ("Deliverables")

2. Fees For Services.

2.1.   All fees and expenses incurred by Virtual Alchemy in the performance of the SOW will be invoiced to Client on a monthly basis or as set forth in the applicable SOW. Monthly invoices shall be issued in accordance with Virtual Alchemy's fiscal months. Invoices shall be provided to Client utilizing Virtual Alchemy's standard invoice format.

2.2.   Client shall remit payment to Virtual Alchemy in United States dollars (USD), within (DAYS) days of the date of each Virtual Alchemy invoice.

2.3.   For the purposes of this Agreement, a disputed invoice ("Disputed Invoice") shall mean an invoice which does not accurately reflect the quantity and fees for Services as agreed to per the terms of a SOW. In the event of a Disputed Invoice, Client will deliver written notice to Virtual Alchemy providing a description of the dispute ("Dispute Notice"). The Dispute Notice shall be provided within ten (10) business days of invoice receipt. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Client shall be obligated to remit payment for all undisputed fees in a Disputed Invoice per the terms herein.

2.4.   Client shall remit payment by one of the two following methods:

Check

Mailed To:
Virtual Alchemy LLC
Attn: Accounts Receivable
2075 Main Street; Suite 24, Sarasota, Florida 34237

Electronic Funds Transfer ("EFT")

Bank Name and Address: [Contact Virtual Alchemy]
Account Name: [Contact Virtual Alchemy]
Account Number: [Contact Virtual Alchemy]

2.5.   In the event that Client does not pay the amount stated on the invoice within (DAYS) days from the date of such invoice, such amount shall bear interest at the rate of eighteen percent (10%) per annum until such payment is received by Virtual Alchemy.

2.6.   Virtual Alchemy shall provide notice to Client in the event that an invoice is thirty (30) days past due ("Past Due Notice"). If Client does not pay the undisputed amount on a past due invoice within thirty (30) days from the date of such Past Due Notice, in addition to any other remedy which Virtual Alchemy may have under law or equity, Virtual Alchemy may, in its sole discretion, also stop work and or terminate this Agreement. Stopping work may include, but is not limited to, taking down any websites hosted for Client by Virtual Alchemy.

2.7.   Client shall indemnify Virtual Alchemy for all reasonable cost, including actual attorney fees and related costs, necessary to obtain full and proper payment.

2.8.   Expenses

2.8.1. Unless otherwise mutually agreed in a SOW, expenses shall be approved by Client in advance, and such approval shall not be unreasonably withheld or delayed. Expenses shall be invoiced as follows:

2.8.2. Travel expenses (including, but not limited to, transportation, lodging, telephone and computer usage) will be invoiced to Client monthly in arrears at actual cost.

2.8.3. Third party media expenses will be invoiced to Client in advance at actual cost.

2.8.4. Production expenses shall be invoiced to Client in installments. The first installment shall be invoiced to Client in advance of Services and the final installment shall be invoiced to Client upon completion of Services.

2.9.   The fees for Services do not include local, state, or federal sales, use, excise, personal property, or other similar taxes or duties, and any such taxes or duties shall be assumed and paid by the Client.

2.10.   If it is Client's customary business practice to issue purchase orders, any and all pre- printed terms and conditions on such purchase orders shall be null and void and are hereby expressly rejected and superseded by the terms and conditions of this Agreement.

3. Confidential Information.

3.1. General

In connection with this Agreement, each Party may disclose to the other Party proprietary or confidential information that relates to the disclosing Party's business operations, financial condition, customers, products, services, or technical knowledge ("Confidential Information"). Confidential Information developed or disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information shall also include information which a reasonable person would understand to be of a confidential or proprietary nature by virtue of the information itself and/or the manner in which it is disclosed. The Parties agree that all Confidential Information communicated to one Party by the other or to which it has access in connection with the terms and conditions of this Agreement will be held by the receiver in confidence and used only for the purposes of this Agreement. The Parties acknowledge that third-party software may be subject to additional confidentiality restrictions imposed by the applicable vendor's license or other agreement. With respect to information communicated to Virtual Alchemy by Client or to which Virtual Alchemy has access in connection with the Services, the term "Confidential Information" shall include Client Personal Data, as defined and further addressed in Section 4 below.

3.2. Use and Nondisclosure

The Confidential Information of the discloser may be used by the receiver only in connection with the Services and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement (including all SOWs). Either Party may disclose the terms and conditions of this Agreement (and SOWs) to its accountants and attorneys and to third parties in connection with the proposed sale of all or any portion of the business or assets of Virtual Alchemy, Client, and/or any "Client Affiliate(s)", as defined below, provided that such Parties are under an obligation of confidentiality at least as restrictive as the terms set forth herein. "Client Affiliate(s)" shall mean any entity controlling, controlled by, under common control or under the common parent of Client. An entity is deemed included within the meaning of Client Affiliate(s) even if it qualifies as such after the Effective Date of this Agreement.

3.3. Standard of Care

Each Party will use at the least the same degree of care to safeguard and prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each Party may disclose relevant aspects of the other Party's Confidential Information to its employees, Affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations, to receive or use the Services or Deliverables, or the enforcement of its rights under this Agreement (including applicable SOWs), provided, however, that such disclosing Party shall use reasonable efforts to ensure that such Affiliates, subcontractors or agents comply with these confidentiality provisions. Each Party will be responsible for any disclosure of Confidential Information by such Party's employees, Affiliates, subcontractors or agents.

3.4. Return

All Confidential Information made available by either Party, and all copies of such Confidential Information, shall be returned or destroyed by the receiver upon the expiration or termination of this Agreement, unless the receiver is

otherwise allowed to retain such Confidential Information. Virtual Alchemy may retain, subject to the terms of this Section 3, copies of Client's Confidential Information required for compliance with applicable professional standards or quality assurance requirements.

3.5. Exceptions

This Section 3 will not apply (except with respect to Client Personal Data, as defined below) to any particular information that either Party can demonstrate (a) was, at the time of disclosure to it, in the public domain; (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (d) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it; or (e) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party.

3.6. Government Obligations

A Party will not be considered to have breached its obligations under this Section 3 for disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such Party receiving such request within a commercially reasonable time: (a) advises the other Party prior to making such disclosure in order that the other Party may: object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information; and (b) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise). The Party whose Confidential Information is being so requested shall reimburse the other Party for all costs and expenses (including legal fees) incurred by that other Party in enforcing under clauses and (b) above the confidentiality of such Confidential Information.

4. Client Personal Data.

4.1. Definitions

"Client Personal Data" means data and/or information that is provided by or on behalf of Client and which consists of information or data naming or identifying a natural person such as: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to Client; (b) non-public information, such as a national identification number, passport number, social security number, driver's license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as mother's maiden name, race, marital status, gender or sexuality. The term "Client Personal Data" will exclude information or data that is aggregated, anonymized or de-identified (i.e., that was once associated with data that named or identified a natural person but where the name or identification has been removed) to the extent that Virtual Alchemy (1) agrees, in writing, not to attempt to re-identify such data, and (2) requires any third parties that are provided such data to enter into a written agreement that states that they will not attempt to re-identify such data and that they will not provide such data to any additional third parties that are permitted to re- identify such data. For purposes of this Agreement and to the extent possible, the applicable

SOW will identify the type of files and data that comprise Client Personal Data and that will be processed by Virtual Alchemy under that SOW.

4.2.   Any access by Virtual Alchemy to any Client Personal Data will be incidental to Virtual Alchemy's provision of Services under any SOW. Client agrees that Client will not unnecessarily provide any Client Personal Data to Virtual Alchemy under any SOW and that Client agrees to use commercially reasonable efforts to restrict access of Client Personal Data to Virtual Alchemy. To the extent that Virtual Alchemy has any incidental access to any Client Personal Data in providing the Services to Client under this Agreement, Virtual Alchemy shall use Client Personal Data solely to provide the Services and for no other purpose. If Client believes that, in the course of providing Services under this Agreement, Virtual Alchemy will have access to data that Client does not want the Virtual Alchemy to comprehend, Client may encrypt such data so that it will be unintelligible.

4.3.   Virtual Alchemy represents that it currently maintains and shall continue to maintain throughout the Term of this Agreement physical, electronic and procedural safeguards that are designed to protect the Client Personal Data against from unauthorized access or use. Notwithstanding anything herein to the contrary, Virtual Alchemy shall be permitted to disclose Client Personal Data as may be required by law, regulation, judicial or administrative process or in connection with litigation pertaining thereto, provided that Virtual Alchemy first gives Client prompt notice and a reasonable opportunity to seek an injunction to prevent the disclosure of Client Personal Data if Client believes such disclosure is not legally required.

4.4.   The Parties shall comply with their respective obligations as the data owner/controller/covered entity and the data processor/licensee/business associate/trading partner/service provider under applicable data protection laws and regulations (together, the "Data Privacy Laws"). The Parties acknowledge that, with respect to Client Personal Data controlled and/or processed by Virtual Alchemy for the purpose of providing the Services: (a) Client, in its sole discretion, shall determine the scope and purposes for which such Client Personal Data will be provided to Virtual Alchemy and the manner in which such Client Personal Data may be processed by Virtual Alchemy as permitted under the Data Privacy Laws; as between Virtual Alchemy and Client, Client shall be the data controller/owner/covered entity of the data as defined in the Data Privacy Laws ("Data Controller"); and (c) as between Virtual Alchemy and Client, Virtual Alchemy shall be the data processor/licensee/business associate/trading partner as defined in the Data Privacy Laws ("Data Processor").

4.5.   As between Virtual Alchemy and Client, Client shall be solely responsible for determining compliance with Data Privacy Laws as the Data Controller, and Virtual Alchemy shall be solely responsible for determining compliance with Data Privacy Laws as the Data Processor. In no event will Virtual Alchemy be required to monitor or advise on the Data Privacy Laws applicable to Client as the Data Controller or otherwise with respect to Client Personal Data. Both Parties agree to execute further contracts to enable such transfers, where this is required by applicable Data Privacy Laws and to the extent required in connection with the Services as set forth in an applicable SOW.

4.6.   Virtual Alchemy shall use Client Personal Data solely to provide the Services and for no other purpose. Client Personal Data will remain the property of Client. Where, in connection with this Agreement,

Virtual Alchemy accesses, processes or stores Client Personal Data as a Data Processor, Virtual Alchemy shall process such Client Personal Data only as provided in written instructions by Client and to the extent reasonably necessary or appropriate for the performance of this Agreement (including applicable SOWs. Virtual Alchemy shall not be in breach of this Agreement if Virtual Alchemy refuses to act on the written instructions by Client that Virtual Alchemy reasonably believes violates Data Privacy Laws applicable to Virtual Alchemy in its role as Data Processor. Client will be responsible for the sufficiency of its policies and safeguards regarding Client Personal Data.

4.7.   In the event that there are any changes to (including changes in interpretation of) any of the Data Privacy Laws which require a change to the provision of all or any part of the Services or a method of delivery of such Services in use by Virtual Alchemy prior to such change, Client shall bear the cost of such changes.

4.8.   All Client Personal Data will be returned or destroyed by Virtual Alchemy upon the expiration or termination of this Agreement, or at any time upon receipt of written request from Client. Virtual Alchemy may retain archival copies of Client Personal Data as reasonably necessary to verify Virtual Alchemy's compliance with this Agreement. Virtual Alchemy will identify such data to Client at the time such archival copies are withheld and all such retained Client Personal Data shall remain subject to the confidentiality and privacy terms and conditions of this Agreement for so long as Virtual Alchemy retains such Client Personal Data.

5.   Acceptance

Unless otherwise mutually agreed in a SOW, Client shall have five (5) business days to reject, in writing, all or part of each Deliverable if it is not in conformance with the warranty stated in Section 9. Each Deliverable, to the extent not rejected or accepted, in writing, by Client within that period, shall be deemed accepted. The Parties hereby expressly agree that this provision shall not apply to the purchase of Services designated as Managed Services in a SOW. For the purposes of this Agreement, "Managed Services" shall mean the monitoring, managing and/or problem resolution services for information technology ("IT") systems within a Client's defined environment.

6.   Exclusive Remedy

For any Deliverable which does not meet the acceptance criteria defined in the applicable SOW, Client's exclusive remedy, and Virtual Alchemy's entire liability, shall be the re-performance of the Services, or if after two (2) re-performance attempts, Virtual Alchemy is unable to perform the Services as warranted, Client shall be entitled to recover the fees paid to Virtual Alchemy for that portion of the Services which fail to conform to the warranty. The Parties hereby expressly agree that this provision shall not apply to the purchase of Services designated as Managed Services in a SOW. Virtual Alchemy's sole and exclusive obligation and Client's sole and exclusive remedy for Virtual Alchemy's failure of a Service Level Guarantee (the "Guarantee(s)"), as provided for in a Managed Services SOW, shall be limited to the issuance of service credit(s) as defined and agreed to in such SOW. For the avoidance of doubt, any Guarantee failure(s) by Virtual Alchemy shall not be considered a breach of the Agreement.

7.   Changes to the Services

Changes in the scope of the Services, either by Client request or necessitated by other events or conditions (including, without limitation, changes in law or regulation), that would increase the cost or time required to perform the Services,

shall be cause for an equitable increase in the SOW ceiling price, extension of the schedule for performing the Services, or both, subject to mutual written agreement (a "Change Order").

8. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO, OR OTHERWISE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VIRTUAL ALCHEMY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNTS PAID TO VIRTUAL ALCHEMY UNDER THE SOW GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

9. Warranty

Virtual Alchemy shall perform the Services, as defined in the Agreement, and meet the specifications and other requirements as set forth in a SOW, utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Intellectual Property Rights

10.1. Definitions

Virtual Alchemy Property: The term "Virtual Alchemy Property" shall mean all pre-existing material utilized in the Deliverables, including, but not limited to, any products, software, source code, materials and methodologies proprietary to Virtual Alchemy or provided by Virtual Alchemy or its suppliers and any trade secrets, know-how, methodologies and processes related to Virtual Alchemy's products, software or services, all of which shall remain the sole and exclusive property of Virtual Alchemy or its suppliers.

Managed Services Platform Level Technology: The term "MSPLT" shall mean a computing framework that may be used to deliver infrastructure components, network services and cloud-based services. MSPLT includes, but is not limited to, automation code used for provisioning and configuration management of the platform, and proprietary monitoring agents. MSPLT shall be fully owned by Virtual Alchemy.

Custom Work Product: The term "Custom Work Product" shall mean all Deliverables newly created by Virtual Alchemy expressly on behalf of Client under this Agreement. Custom Work Product excludes any Virtual Alchemy Property or derivative works thereto or MSPLT.

10.2.   License Grant: Subject to Client's payment in full of all amounts due to Virtual Alchemy hereunder and adherence to the terms of this Agreement, Virtual Alchemy grants to Client a worldwide, non-exclusive, non-transferable, irrevocable license to use the Virtual Alchemy Property contained in the

Deliverables provided hereunder for Client's internal business purposes only. MSPLT is expressly excluded from such license grant. Upon termination of a Managed Services SOW under this Agreement, Virtual Alchemy may, at its discretion, propose a SOW to the Client, for additional fees, to create a separate Deliverable containing a custom Client-specific replacement for MSPLT.

10.3. Ownership: Custom Work Product provided by Virtual Alchemy pursuant to this Agreement shall be done on a "work made for hire" basis under the U.S. Copyright Act of 1976, as amended ("Copyright Act"). To the extent any such Custom Work Product shall not be deemed "work made for hire" under any applicable law, Virtual Alchemy hereby assigns, transfers and conveys to Client any and all right, title and interest it may have in and to such Custom Work Product.

10.4. Residuals: Virtual Alchemy may disclose, publish, use and create derivative works from the ideas, concepts, know-how and techniques which are embodied in the Custom Work Product and retained in the memories of the Virtual Alchemy's employees who have helped create the work ("Residual Information"). The right to disclose, publish, use and create derivative works of such Residual Information does not include the right to state the source of the Residual Information or to disclose Client's Confidential Information.

11. <u>Indemnity</u>

11.1. Client shall indemnify and hold Virtual Alchemy harmless against any liability arising from or related to: (a) Deliverables that have been changed without Virtual Alchemy's written approval; (b) Deliverables that have been used for a purpose other than as defined hereunder; (c) content provided by Client, including but not limited to Client's employees, end users, and Affiliates; or (d) content or services provided by any third party other than Virtual Alchemy.

12. <u>Term And Termination</u>

12.1. Term: The term of this Agreement shall commence on the Effective Date and shall continue for a term of one (1) year (the "Term"). This Agreement shall automatically renew for an additional one-year period on each anniversary of the Effective Date unless terminated as provided below.

12.2. Termination for Cause: Either Party may terminate this Agreement and/or a SOW in whole or in part without liability in the event the other Party: (a) commits a material breach of the Agreement that is not cured within thirty (30) days of written notice of such breach from the other Party; or (b) breaches its obligations under Section 3, Confidential Information. If Virtual Alchemy terminates a SOW pursuant to this Section 12.2, Client shall be liable to pay for the Services performed by Virtual Alchemy up to the date of termination. If a purported termination for cause is ultimately determined not to have been properly a termination for cause, then such termination by either Party shall be deemed a termination for convenience under Section 12.3.

12.3. Termination for Convenience: Either Party may terminate this Agreement and/or a SOW in whole or in part for convenience and without cause and without charge, penalty or liability, at any time upon thirty (30) days' written notice to the other Party. If Client terminates a SOW pursuant to this Section 12.3, Client shall be liable to pay for the Services performed by Virtual Alchemy up to the date of

termination, which shall be thirty (30) days after Client's notice unless otherwise agreed upon by the Parties in writing.

12.4.   Immediate Termination: This Agreement will terminate immediately upon the occurrence of any of the following: (i) Client's bankruptcy (voluntary or involuntary); (ii) Client's insolvency; (iii) Assignment of Client's assets for the benefit of creditors; or (iv) The appointment of a receiver for all or a substantial part of Client's assets.

12.5.   In the event of a termination hereunder, with the exception of Client's termination for cause or Virtual Alchemy's termination for convenience, Client remains responsible and liable for any third party subscription and other monthly or yearly commitment fees incurred on Client's behalf by Virtual Alchemy, including, but not necessarily limited to, for example, Amazon Web Services ("AWS") Reserved Instances subscription fees, hosting charges, and other subscriptions for the entire Term. Such fees incurred by Virtual Alchemy are non-cancelable and non-refundable.

13. Conflict Of Interest

The Client acknowledges that Virtual Alchemy provides similar services for a broad range of other clients and agrees that Virtual Alchemy shall be free to work for other clients.

14. Export

Client has represented that it is an entity incorporated in the U.S. Client shall be responsible for managing the receipt of Deliverables provided by Virtual Alchemy hereunder and assigning Client personnel to ensure compliance with the applicable provisions of the Arms Export Control Act and the Export Administration Act, as amended, the regulations related thereto, and other applicable export laws and regulations.

15. Force Majeure

Virtual Alchemy is not liable for any delay in performance or non-performance caused by Acts of God, war, civil disturbance, government action, labor dispute, computer virus, interruptions caused by failure of equipment or services not provided by Virtual Alchemy, failure of communications, power outages, or other interruptions not within the reasonable control of Virtual Alchemy, pandemic illness, inadequate access to Client site or data, or anything else beyond Virtual Alchemy's reasonable control.

16. Disputes

The Parties will attempt good faith discussions to resolve any dispute, claim or controversy arising out of or relating to this Agreement. If the Parties are unable to resolve such dispute, claim or controversy through good faith discussions, senior level management representatives from each Party (such as a Senior Vice President) shall meet and attempt to resolve the dispute in Sarasota County, Florida, or other mutually agreed upon location, within thirty (30) calendar days of one Party's submission of a request for such a meeting. If the dispute is not resolved at such a meeting, either Party may pursue its available legal rights and remedies after the passage of such thirty (30) day period.

Any claim or cause of action arising under this Agreement shall be brought only in the state or federal courts located in the State of Florida and the Parties hereby consent to the exclusive jurisdiction of such courts. Client specifically waives any objection or defense to venue and jurisdiction.

17. **Notices**

Any notices hereunder shall be provided in writing in English and sent to the applicable Party at the address listed below, unless a Party has provided the other Party written notice of a change of address for such Party. Notice shall be effective when delivered personally to the Party for whom notice is intended on the business day received if received prior to 5:00 p.m. local time or on the following business day if received after 5:00 p.m. local time or on a non- business day. Notices shall be sent via (i) the United States mail (certified mail, return receipt requested, postage prepaid), or (ii) with a reputable commercial overnight or other express delivery service, (iii) electronic mail, as agreed to by the Parties, or (iv) facsimile. Notice of breach shall be delivered by method (i) or (ii).

NOTICE TO Virtual Alchemy:	NOTICE TO CLIENT:
Virtual Alchemy LLC Attention General Counsel 2075 Main Street; Suite 24 Sarasota, Florida 34237 TEL: 941.413.0075 EMAIL: cs@virtualalchemy.com	[CLIENT NAME AND CONTACT INFO]
WITH A COPY TO Virtual Alchemy	WITH A COPY TO CLIENT
Virtual Alchemy LLC 2075 Main Street; Suite 24 Sarasota, Florida 34237 TEL: 941.413.0075 EMAIL: cs@virtualalchemy.com	

18. **General Provisions**

18.1.   Virtual Alchemy is an independent contractor and shall not be deemed to be an employee or agent of the Client.

18.2.   Should the terms of this Agreement and any subsequent SOW conflict, the terms of the Agreement will govern unless mutually agreed by the Parties and expressly provided for in a SOW.

18.3.   No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

18.4.   Neither Party may assign this Agreement without the written consent of the other Party. Any purported assignment in violation of this Section 18.5 shall be void and of no effect.

18.5.   The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida without regards to Florida's conflict of laws principles or the Uniform Computer Information Transaction Act.

18.6.   This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

18.7.   Any terms of this Agreement which by their nature extend beyond the day this Agreement ends remain in effect until fulfilled.

18.8.   If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

18.9.   No representations or statements of any kind made by either Party that are not expressly stated herein or in any written amendment hereto shall be binding on either Party. The Parties agree this Agreement and all amendment thereto, its Exhibits, SOWs and Change Orders thereto, shall constitute the complete and exclusive statement of the agreement between them, and supersede all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter hereof.

19. Information Technology (IT) Services

19.1.   Customer assumes full responsibility for IT services related to the functioning of Customer's business such as networking, computer hardware management, e-mail services, virus protection/ recovery, and similar IT-related systems.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

Virtual Alchemy LLC   [CLIENT]

_____

Signature: Signature:

_____   _____

Name: Name:

_____   _____

Title: Title:

_____   _____

Date: Date:

_____   _____