

## PROJECT OVERVIEW

### EXECUTIVE SUMMARY AND KEY OBJECTIVE

Client is looking to integrate Modern Authentication tokens (Security Assertion Markup Language [SAML]) for authentication into its Citrix environment. Client has engaged Alchemy to help it integrate Microsoft's Entra ID (Azure Active Directory [AAD]) with SAML tokens into its NetScalers for identity and access. Client has also requested that Alchemy perform a health check of the Citrix environment.

Alchemy will work with Client to configure the components needed for the testing and validation of the solution before implementing it into production. Alchemy will configure a test Citrix Gateway Virtual IP (VIP) address on the existing NetScalers and integrate it with a separate test StoreFront server. Alchemy will also deploy the required components to support Federated Authentication Services (FAS). Once the testing and validation are completed, Alchemy will assist with the creation of items needed to convert the production users over to the new solution with Entra ID.

Alchemy will review the configuration of Client's Citrix environment against Alchemy and Citrix leading practices. Alchemy will deliver a detailed Word document with the high-, medium-, and low-severity and informational findings of the health check.

### KEY OBJECTIVE

- Complete a Citrix health check of the environment to determine any deviations from Alchemy/Citrix leading practices.
- Deploy the required components in the environment to support the integration of Modern Authentication tokens and Entra ID with Client's NetScalers.

## PROJECT LOGISTICS

Engagement Details	Description
Onsite/remote/hybrid	Remote
Remote access method	Client will screen share, and the Alchemy Consultant will remote control via web meeting.
Business hours	Monday–Friday, 8:00 a.m.–5:00 p.m. Central
After-hours/weekend work in scope	N/A

## WORK SCHEDULE

### SCOPE OF SERVICES

The following table outlines the scope of Services to be performed within the context of this project.

Task	Description
1	<b>Citrix Health Check</b> Alchemy will review the Citrix environment, including the following components: <ul style="list-style-type: none"><li>• Availability</li></ul>

Task	Description
	<ul style="list-style-type: none"> <li>○ Load balancing</li> <li>○ Gateway/StoreFront access</li> <li>○ Cloud/remote access</li> <li>● Security <ul style="list-style-type: none"> <li>○ Endpoint device type(s)</li> <li>○ Workspace app / Receiver versions</li> <li>○ Multi-Factor Authentication (MFA)</li> </ul> </li> <li>● Manageability <ul style="list-style-type: none"> <li>○ Controllers/connectors</li> <li>○ Monitoring</li> <li>○ Licensing</li> <li>○ Machine management</li> </ul> </li> <li>● User Experience <ul style="list-style-type: none"> <li>○ Virtual Delivery Agents (VDAs)</li> <li>○ Policies (Citrix/Microsoft)</li> <li>○ Personalization</li> </ul> </li> <li>● Performance <ul style="list-style-type: none"> <li>○ Director</li> </ul> </li> <li>● Reliability <ul style="list-style-type: none"> <li>○ Business continuity (BC) / Disaster Recovery (DR)</li> </ul> </li> </ul>
2	<p><b><u>Citrix Modern Authentication Deployment</u></b></p> <p>Alchemy will deploy the FAS components to support Entra ID (AAD) SAML integration for the test Citrix Gateway, to include the following:</p> <ul style="list-style-type: none"> <li>● <b>Access Layer:</b> The method and process subscribers follow to establish and maintain a connection to assigned resources, including the following: <ul style="list-style-type: none"> <li>○ NetScaler Gateway <ul style="list-style-type: none"> <li>▪ Configure one (1) test gateway VIP with the policies/profiles for secure remote access. <ul style="list-style-type: none"> <li>● Apply one (1) authentication, authorization, and accounting (AAA) profile to the test Citrix Gateway and configure policies for the new test StoreFront.</li> </ul> </li> <li>▪ Configure one (1) test AAA VIP with policies/profiles for integrating with the identity provider (IdP) Entra ID and for SAML authentication tokens. <ul style="list-style-type: none"> <li>● Create one (1) authentication profile for assignment to the Citrix Gateway.</li> </ul> </li> </ul> </li> </ul> </li> <li>● <b>Control Layer:</b> Infrastructure components supporting the Citrix platform, such as Domain/Directory Services, security, and management, that will be hosted in the cloud or on-prem, including the following: <ul style="list-style-type: none"> <li>○ FAS servers (up to two [2]) <ul style="list-style-type: none"> <li>▪ Integrate FAS with the existing intermediate certificate authority (CA) servers for the Citrix environment.</li> <li>▪ Import the FAS certificate templates and approve them on the two (2) dedicated intermediate CA servers.</li> </ul> </li> </ul> </li> </ul>

Task	Description
	<ul style="list-style-type: none"> <li>▪ Configure a Group Policy Object (GPO) to deploy FAS configuration details. <ul style="list-style-type: none"> <li>• 2 vCPUs, 8 GB RAM, 60+ GB HDD, Server 2022</li> </ul> </li> <li>○ StoreFront server (up to one [1]) <ul style="list-style-type: none"> <li>▪ Configure one (1) store for the test integration with Modern Authentication and Citrix Gateway. <ul style="list-style-type: none"> <li>• 2 vCPUs, 8 GB RAM, 60+ GB HDD, Server 2022</li> </ul> </li> </ul> </li> </ul> <p><b>Note:</b> All configurations must be performed in the development environments, test environments, or test VIPs, and Client must have a third-party certificate for the new test gateway.</p> <p><b>Note:</b> Valid working internal CA or Public Key Infrastructure (PKI) is required. If there are any issues with Client’s solution, then a change order will be required to remediate.</p>
3	<p><b>Citrix Cutover Support</b></p> <p>Alchemy will provide support to Client as it prepares to flip the gateway over to Modern Authentication.</p> <ul style="list-style-type: none"> <li>• Work with the IT teams to coordinate and provide Citrix support for the cutover.</li> </ul>
4	<p><b>Project Documentation</b></p> <p>Alchemy will provide the following artifacts as part of this engagement:</p> <ul style="list-style-type: none"> <li>• Citrix Health Check Findings and Recommendations Document, covering the following areas: <ul style="list-style-type: none"> <li>○ Availability</li> <li>○ Security</li> <li>○ Manageability</li> <li>○ User Experience</li> <li>○ Performance</li> <li>○ Reliability</li> </ul> </li> <li>• As-Installed Record <ul style="list-style-type: none"> <li>○ Record of the end-state of the environment or systems that Alchemy configured. Example artifacts may include the following: <ul style="list-style-type: none"> <li>▪ Word document with configurations and settings</li> </ul> </li> </ul> </li> </ul> <p><b>Note:</b> Client has five (5) business days to review and accept documentation before formal project closure.</p>

## OUT OF SCOPE

If a task is not listed in the **Scope of Services** section above, then it is considered out of scope for purposes of this SOW. The tasks that are out of scope for this project include, but are not limited to, the following:

- Backup and recovery of systems, data, or other platform configurations
- Remediation of core services:

- Active Directory (AD)
- Directory Services (DS)
- Domain Name System (DNS)
- Dynamic Host Configuration Protocol (DHCP)
- Distributed File System (DFS)
- PKI
- Pre-Boot Execution Environment (PXE)
- Configuration or troubleshooting of core network services:
  - Routing
  - Switching
  - Virtual Local Area Networks (VLANs)
  - Port channels
  - Firewalls
- End-user training, support, and communication
- Application-level testing and remediation reserved for application or platform owners

If Client determines that any of these tasks are required, they can be scoped separately.

### PREREQUISITES

The following items or tasks will be required for the successful delivery of the project. Client acknowledges that the Services (including timelines and/or fees) will be affected by any delay or failure to implement the following prerequisites:

- Client must provide remote access to any systems in scope for this project where Alchemy will perform configuration tasks.
  - Client’s screen sharing must allow the Alchemy resource(s) to remote control mouse and keyboard to perform the task(s).

### PROJECT ESTIMATES

Alchemy will invoice the Services on a time-and-materials basis according to the rates shown below. All amounts are in USD currency. The rates are exclusive of out-of-pocket expenses accrued during the execution of the project, which will be invoiced to Client in accordance with the attached Alchemy Terms and Conditions.

All fees are estimated and are subject to change based on any additional requirements to complete the project successfully. Without limiting the foregoing, should Alchemy believe at any time during the project that additional time above 10% of the initial estimate is required to deliver the Services, Alchemy will inform Client’s Project Coordinator and provide a further estimate of the additional charges, calculated at the same hourly rates.

Description	Estimated Time (Hours)	Per Hour	Extended Price
Alchemy Citrix Health Check—Fixed Fee	-	-	\$16,000.00
Alchemy Technical Consulting Services: Sr. Engineer	40	\$320.00	\$12,800.00

Description	Estimated Time (Hours)	Per Hour	Extended Price
Project Management	9	\$250.00	\$2,250.00
<b>Estimated Services Cost</b>			<b>\$31,050.00</b>

**PROJECT BILLING SCHEDULE / MILESTONES**

Schedule	Description	Payment
#1	Upon project kickoff	100%

**SCOPING CONSIDERATIONS**

**SCOPE ADDENDUM OR CHANGES**

Should additional work be desired that materially changes the quantity of service hours, then a change order must be executed, in writing, defining the additional work and additional fees involved. The items outlined as in scope are based on project discussions. If additional time is needed or a project extension is requested, it will be mutually approved before beginning that work. Additional time may be authorized via email and will be billed at the same hourly rates for time-and-materials projects.

**STAFFING AND SCHEDULE**

- For time-and-materials projects, Alchemy Consultants will be billed at the following:
  - Onsite Services: minimum of eight (8) hours per day
  - Remote Services: minimum of four (4) hours per day
  - Services status meetings (scheduled or ad hoc): minimum of one (1) hour
- Services will be performed during normal business hours (Monday–Friday, 8:00 a.m.–5:00 p.m. Central, excluding Alchemy-observed holidays) unless otherwise specifically noted in this SOW or an alternate schedule that Client approves during project kickoff. After-hours and/or weekend Services must be scheduled with a minimum seven (7)-business-day lead time. Excluding fixed-fee projects, these Services will be billed at the rate of 1.5x.
- Alchemy will designate all staff resources, and no individual employee(s) is/are being specifically promised or quoted for this project.
- Alchemy shall have no responsibility for non-Alchemy-contracted Consultants or third parties engaged on the project unless expressly agreed to in writing.

**ASSUMPTIONS**

Client will:

- Designate an employee to serve as Project Coordinator for the Services. The Project Coordinator will be responsible for all communications and shall have authority to act for Client in all aspects of this SOW.

- Assign an internal project team to undertake and implement all non-Alchemy tasks identified in the **Out of Scope** section above and to further undertake any tasks, at the request of Alchemy, that may impact the successful completion of the project.
- Ensure Alchemy resources have timely and appropriate access to all personnel involved in this project.
- Respond to requests for information and/or scheduling guidance within seven (7) business days.
- Ensure Alchemy resources have appropriate and timely access to all data, equipment, applications, systems, and/or networks related to the project. Remain engaged throughout the duration of the project by actively participating, providing requested information, and otherwise completing obligations in a timely manner.
- Establish a communication and escalation plan, including assigning appropriate resources who are knowledgeable about the technical and business aspects involved in the environment.
- Manage internal change-management initiation, scheduling, approval, and test/validation group identification.
- Assume responsibility for testing preparedness.
  - Any of the following scenarios, conditions, and decisions will potentially result in a suspension of testing:
    - Major incidents render production systems inoperable.
    - Defects/requirements are found that seriously impact the test progress (e.g., performance, peripherals, applications).
    - Hardware/software is not available at the times indicated in the project schedule.
    - Assigned test resources are not available when the test team needs them.
  - Should testing be suspended, resumption will only occur when the problem(s) that caused the suspension has/have been resolved. When a critical defect/requirement is the cause of the suspension, the “fix” must be verified by the Project Managers and Technical Leads before testing is resumed. Any suspension in testing may result in a delay in the project timeline and subsequent change order.
- Supply access to all necessary personnel or resources for project completion. Any resource(s) assigned who is/are not available will impede the project from moving forward. The following SMEs are required for a successful deployment:
  - Infrastructure management
  - Network services
  - Information security
  - Support services
  - Application owners as needed

Delays or failures in performing the above responsibilities may delay proposed deliverable dates, increase costs, and/or result in the need for a change order and rescheduling of the project, at the discretion of Alchemy.

## EXECUTION AND APPROVAL

This SOW is governed by the Alchemy Terms and Conditions attached and is effective on the date of the last signature below. By accepting this offer, Client agrees and accepts the attached Alchemy Terms and Conditions.

## APPENDIX A: TERMS AND CONDITIONS

These terms and conditions set forth the terms that govern the provision of services by Alchemy Technology Group, LLC (“**Contractor**”), to the client identified in the Statement of Work (“**Client**”). Each of Contractor and Client a “**Party**” and together the “**Parties**.”

### 1. SERVICES

#### PERFORMANCE, PRECEDENCE, AND QUOTES

Contractor will provide the services detailed in the accompanying written statement of work (each such document shall be a “**Statement of Work**,” and the services to be performed under thereunder shall be the “**Services**”). The Statement of Work will incorporate by reference these Services Terms and Conditions. In the event of any conflict or inconsistency between these Services Terms and Conditions and the Statement of Work, these Terms and Conditions shall control. These Services Terms and Conditions and the Statement of Work are collectively referred to as “**Statement of Work**” hereinafter. Any timelines or completion dates in the Statement of Work shall be estimates only. Any quotation for services shall not constitute an offer and shall only be valid for a period of 90 days from its date of issue.

#### CANCELATION OR RESCHEDULING

Contractor requires a minimum of seven (7) days’ prior written notice for any rescheduling, in order to be able to reassign its resources. If Client cancels or reschedules with less than seven (7) days’ prior notice, Contractor shall be entitled to charge Client (at its discretion), and Client agrees to pay, an amount equal to the lesser of: (i) the total estimated value of Services to be delivered under the Statement of Work; or (ii) 40 hours of Services calculated at the rate specified in the Statement of Work, and in each case Client shall also pay all non-refundable travel and accommodation expenses incurred by Contractor. Such charges are in addition to the charges payable in respect of such Services at the time they are actually performed.

#### CHANGES TO SERVICES

Contractor will not perform any additional Services outside of the scope described in the Statement of Work without a written amendment, which is executed by both Parties (“**Change Order**”). Upon Client’s proposal to change the terms of a Statement of Work or if unforeseen circumstances affect the scope of the project, Contractor will provide a proposed Change Order detailing all changes to the original Statement of Work (including, without limitation, associated costs and changes to timeline) for Client to review and approve.

### 2. COMPENSATION AND PAYMENT

#### FEES, PAYMENT, AND EXPIRATION

Contractor shall provide the Services for the fees set forth in the Statement of Work, plus applicable taxes and all reasonable out-of-pocket expenses incurred by Contractor associated with the Services. Subject to the **Project Estimates** section in the SOW, Contractor shall be entitled to issue invoices every two (2) weeks in arrears or, if stated in the Statement of Work, upon delivery of the applicable milestone(s). Invoices must be paid within 15 days of the date of invoice, without deduction, set-off, or withholding, by wire transfer to the bank account specified by Contractor. Unless otherwise provided by applicable law, any credits issued to Client expire one (1) calendar year from the date the credit was issued and shall be automatically applied against Client invoices.

#### PRE-PAYMENTS

Notwithstanding, certain Services are subject to full or partial payment in advance, as identified and detailed in the Statement of Work and will be invoiced upon execution of the Statement of Work. Any partial pre-payments will be held by the Contractor and used against the final invoice(s) for the Services. All pre-paid Services units expire one (1) calendar year from date of purchase.

## **TAXES**

All charges and fees set out in the Statement of Work are quoted exclusive of applicable taxes, duties, or similar charges. Client shall pay all sales, use, withholding, excise, or other taxes or duties arising out of the Statement of Work, provided, however, that Client shall not be responsible for taxes on the net income of Contractor.

## **LATE PAYMENTS**

Contractor may charge interest on any overdue invoices at a rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. If payment of invoices remains overdue more than seven (7) days from Contractor's rectification notice to Client prompting payment, Contractor may suspend provision of the Services until payment is received in full.

## **ACCEPTANCE**

Upon completion of the Services (or achievement of the applicable milestone, as applicable), Contractor will provide Client with an acceptance document. Client will return the signed acceptance document to Contractor within 10 days following delivery of the acceptance document ("**Acceptance Period**"), indicating Client's acceptance of the subject Services or Deliverables (as defined in the **Project Documentation** section). If Client reasonably believes that Contractor did not perform the Services or Deliverables in substantial compliance with the Statement of Work, it must notify Contractor in writing within the Acceptance Period and shall specifically identify and explain each alleged non-conformance with the terms of the Statement of Work. Contractor will use reasonable efforts to correct Client's issue and then again deliver the acceptance document to the Client for acceptance as required in this **Work Schedule** section. If Client does not respond in writing within the Acceptance Period, the Services shall be deemed accepted. For the avoidance of doubt, the acceptance document may be sent and received via email to the contacts designated in the Statement of Work.

## **CLIENT RESPONSIBILITIES**

Client shall provide Contractor with all necessary cooperation, information, and support that may reasonably be required by Contractor for the performance of the Services, including, without limitation, access to suitably configured computers, software, and applicable passwords, at such times as Contractor requests. Client shall further perform all other Client responsibilities as specified in the Statement of Work (if any). Client is responsible for the content, completeness, accuracy, and consistency of all data, materials, and information supplied to Contractor by or on its behalf. The Services may include advice and recommendations and Client agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Client alone.

## **INTELLECTUAL PROPERTY**

Subject to full payment for the Services under the Statement of Work: (i) all written reports, analyses, and other working papers delivered to Client in the course of performing the Services shall belong to Client ("**Deliverables**"), provided, however, that Contractor retains all right, title, and interest in the underlying intellectual property embodied therein or used by Contractor to perform the Services, excluding any Client Confidential Information and any materials provided to Contractor by Client in connection with the Services ("**Contractor Property**"); and (ii) to the extent that Contractor Property is contained in the Deliverables, Client is hereby granted a non-exclusive, non-transferable, royalty-free, without rights to sublicense, worldwide license to use such Contractor Property for its own internal business purposes and not for resale or distribution to third parties. Nothing shall preclude Contractor from developing, using, or marketing services or materials that are similar or related to such Deliverables, excluding any part of the Deliverables that embodies any Confidential Information of Client. All materials provided by Client to Contractor in connection with the Services shall remain Client property, and Client warrants that it has the right to provide such materials to Contractor for Contractor's performance of the Services. Client acknowledges that the Statement of Work does not grant Client any license to any software products, and any software products are licensed directly between the software licensor and Client on separate licensing terms.

### **3. WARRANTIES**

#### **LIMITED WARRANTY**

Contractor warrants that the Services shall: (i) be performed in a workmanlike and professional manner consistent with generally accepted industry standards; and (ii) materially conform to the specifications of the Statement of Work. Contractor's entire liability and Client's sole and exclusive remedy with respect to this warranty shall be, at Contractor's option and expense, for Contractor to either use reasonable efforts to re-perform any Services that do not substantially conform with this warranty or to refund any amount paid by Client related to the portion of the Services not in substantial compliance. The foregoing warranty obligation is subject to Client notifying Contractor in writing within the Acceptance Period of any failure to meet this warranty.

#### **DISCLAIMER AND EXCLUSIONS**

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS SET OUT ABOVE, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES, CONDITIONS, AND REPRESENTATIONS (IN EACH CASE WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE SERVICES, DELIVERABLES, AND AS TO THE RESULTS THAT MAY BE OBTAINED THEREFROM, AND (WITHOUT LIMITING THE FOREGOING) CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS-IS" BASIS. Client acknowledges that no Contractor employee is authorized to make any representation or warranty on behalf of Contractor. Client further acknowledges that Contractor does not make any warranty, condition, or representation in respect of any third-party software, documentation, equipment, tools, or other products or materials (even if recommended or provided by Contractor), as between Contractor and Client, all such items are warranted and provided on separate terms between Client and its third-party licensor/supplier(s).

### **4. LIMITATION OF LIABILITY**

#### **LIMITATION AND DISCLAIMER**

(i) Neither Party shall be liable for any loss of profits, business, revenue, data, and/or use or for any incidental, consequential, exemplary, punitive, special, or indirect damages, even if advised of the possibility thereof, arising under or in connection with the Statement of Work; and (ii) each Party's total aggregate liability under or in connection with the Statement of Work shall not exceed the total fees paid or payable by Client under the Statement of Work. The foregoing limitations and exclusions apply irrespective of whether such damages arise in breach of contract, tort, negligence, strict liability, or otherwise.

#### **LIMITATION OF LIABILITY EXCLUSIONS**

The limitations and exclusions in this Section 4 shall not apply to: (i) Contractor's indemnification obligations under Section 5; (ii) a violation of Section 6 (Confidentiality); or (iii) Client's payment obligations.

### **5. INDEMNIFICATION**

#### **DEFENSE AND INDEMNIFICATION**

Subject to the remainder of this Section 5, Contractor shall, at its expense, defend Client against any third-party action, suit, or proceeding against Client that the Services or any accepted Deliverables infringe a US patent or copyright ("**Claim**"), and shall pay the resulting third-party costs and damages finally awarded by a court of competent jurisdiction or agreed in settlement by Contractor. The foregoing obligations are applicable only if Client: (i) promptly notifies Contractor in writing of the Claim, (ii) grants Contractor sole control over the defense and settlement thereof, (iii) makes no admission of liability and does not take any position adverse to Contractor; (iv) provides Contractor with full disclosure and reasonable assistance, at Contractor's cost, and (v) is not in material breach of the Statement of Work.

#### **REMEDIES**

If the allegedly infringing Deliverables become, or in the Contractor's opinion are likely to become the subject of a Claim, Contractor may, at its option and expense: (i) procure for Client the right to make continued use of the affected Deliverables, (ii) replace or modify the affected Deliverables to make them non-infringing; or (iii) request that Client returns or destroys the affected Deliverables and, upon such certified return or destruction, refund the portion of the fees paid by Client for the affected Deliverables. Nothing in this Section 5 limits Contractor's obligation to defend and indemnify Client, provided that Client replaces the allegedly infringing Deliverable upon Contractor making alternative Deliverables to Client or Client discontinues using the allegedly infringing Deliverables upon receiving Contractor's notice. THIS SECTION 5 STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR THIRD-PARTY INFRINGEMENT CLAIMS.

## **EXCLUSIONS**

Notwithstanding the foregoing, Contractor shall have no obligation with respect to any Claim based on: (i) any Deliverables that were created to Client's design or specifications; (ii) any modification to the Deliverables by Client; (iii) the combination of the Deliverables with materials not supplied or approved by Contractor and such infringement would not have occurred absent such combination; or (iv) Client's continued use of the Deliverables after receiving written notice from Contractor to stop using the Deliverable and Contractor has provided a new Deliverable that would have avoided infringement.

## **6. CONFIDENTIALITY**

"Confidential Information" means any information or materials provided by one Party to the other Party that are in tangible form and labeled as confidential or, if disclosed orally, are identified as being confidential at the time of disclosure and within 30 days thereafter are summarized to the other Party in writing and marked as confidential. Notwithstanding the foregoing, the following information shall always be deemed to be Confidential Information, regardless of whether in writing or marked as confidential: (i) for Contractor: processes, strategic business plans, methodologies; and (ii) for Client: its Client data, strategic business plans, and architecture. Confidential Information does not include information that: (i) is rightfully in the receiving Party's possession without obligation of confidentiality prior to receipt from the disclosing Party; (ii) is in the public domain through no fault of the receiving Party; (iii) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party; or (iv) becomes known to the receiving Party by a third party, without restriction.

Each Party shall use Confidential Information of the other Party only to exercise its rights or performing its obligations under the Statement of Work and shall restrict disclosure of the other Party's Confidential Information to such of its employees and Consultants who have a "need to know" for such purpose and who are bound by written confidentiality obligations similar to those set out herein. Notwithstanding the foregoing, each Party may disclose Confidential Information: (i) to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and opportunity to obtain a protective order; (ii) to establish a Party's rights under the Statement of Work, including to make such court filings as it may be required to do; and (iii) to its accountants, banks, and advisors who are under obligations of confidence. Upon written request by either Party, the other Party will promptly return all Confidential Information of the Disclosing Party.

## **7. TERM AND TERMINATION**

### **TERM**

This Statement of Work begins on the date of the last signature thereto and shall continue thereafter for one (1) year unless sooner terminated by: (i) Client's acceptance of the completed Services pursuant to the Acceptance provision of Section 2 above, or (ii) a Party, for cause under this Section 7, or (iii) written agreement signed by both Parties.

### **TERMINATION FOR CAUSE**

Either Party may terminate the Statement of Work if the other Party commits a material breach and, if capable of cure, the breach is not cured within 30 days of receipt of written notice from the non-breaching Party. Non-payment of invoices not disputed in good faith shall constitute a material breach capable of cure within this Section 7.

### **SURVIVAL**

Any provision of the Statement of Work will survive termination or expiration if by its nature it is intended to survive, including, without limitation, provisions relating to Client's payment obligations, confidentiality, intellectual property, warranties, and limitation of liability and the provisions set out in Section 8 (General).

### **INSURANCE**

During the term of the Statement of Work, Contractor shall maintain the following insurance: (i) Statutory Workers Compensation with minimum applicable statutory limits; (ii) Commercial General Liability insurance with bodily injury and property damage limits of US \$1,000,000 per occurrence (in any combination of primary or umbrella coverage) and US \$2,000,000 in the aggregate; (iii) excess liability insurance in the umbrella form with a combined single limit of US \$1,000,000; and (iv) professional liability or errors and omissions coverage in the amount of US \$1,000,000 per claim.

### **BACKUP AND SECURITY**

Client has the sole responsibility for the adequate protection and backup of systems, software, and data that may be impacted by the Services. Client will, among other measures, establish a backup procedure enabling Client to restore systems, software, and data that existed before the commencement of Services.

## **8. GENERAL**

### **NOTICES**

All notices must be in writing in the English language and will be deemed given only when sent by mail (return receipt requested) or sent by documented delivery service to the Party to whom the notice is directed. Notices shall be sent to the other Party's legal department at the address listed below. Client shall also email a copy of the notice to Contractor's email address listed below. Each notice shall be deemed to have been served when the mailed or couriered notice is actually received by the receiving Party. A Party may change its address for notices by sending a change of address notice using this notice procedure. All notices will be directed to Contractor to the address set forth in the Statement of Work and to Contractor as follows: **Attn.:** Legal Department, 11 Greenway Plaza, Suite 2600, Houston, TX 77046. Please CC: [legal.dept@alchemytechgroup.com](mailto:legal.dept@alchemytechgroup.com).

### **FORCE MAJEURE**

Neither Party will incur any liability to the other Party for any loss or damage resulting from any delay or failure to perform any part of the Statement of Work if such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, flood, fire, acts of war, earthquake, and acts of God, internet, and telecommunications interruptions; however, inability to meet financial obligations is expressly excluded. Contractor shall not be liable for any failure of delay in performing its obligations on account of any act or omission by Client.

### **INDEPENDENT CONTRACTORS**

Each Party acknowledges and agrees that the relationship arising from the Statement of Work does not constitute or create any joint venture, partnership, employment relationship, or franchise between them or otherwise grant either Party the authority to bind the other Party to any obligation, and the Parties are acting as independent contractors in making and performing the Statement of Work.

### **ASSIGNMENT AND SUBCONTRACTING**

Neither Party may assign, sub-license, transfer, or otherwise dispose of the Statement of Work (in whole or in part) or any of its rights or obligations under it (in whole or in part) without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing: (a) each Party shall be permitted to assign the Statement of Work to a successor in interest from a sale, merger, or acquisition and to its Affiliates for reorganizational purposes without the consent of the other Party; and (b) Contractor may perform any of its obligations or exercise any of its rights under the Statement of Work by itself or through an Affiliate or subcontractor, provided that any act or omission of an Affiliate or subcontractor shall be deemed to be the act or omission of Contractor.

### **NON-SOLICITATION**

Client shall not offer employment or engagement (whether as an employee, independent contractor, or Consultant) to any Contractor employee or Consultant who performs any Services during the continuance of the applicable Statement of Work and for a period of 12 months following its expiration or termination. The foregoing limitation shall not apply to employment subject to a general advertising campaign not specifically targeted at such employees and Consultants.

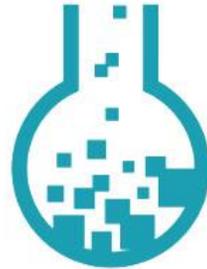
### **GOVERNING LAW AND JURISDICTION**

The Statement of Work shall be governed by and construed in accordance with the laws of the State of Texas, excluding any choice or conflicts of law rule or principle. Any legal suit, action, or proceeding arising out of or related to the Statement of Work shall be instituted exclusively in the courts of the State of Texas located in Houston, Harris County, Texas.

### **MISCELLANEOUS**

The Statement of Work (which includes, for the avoidance of doubt, these General Terms and Conditions) contains the entire between the Parties with respect to the subject matter hereof and supersedes all prior oral and written discussions, agreements, and understandings between the Parties with respect to the subject matter hereof. Any other or additional or inconsistent terms or conditions in a purchase order, authorization to proceed, or other document or communication from Client is expressly disclaimed and rejected. If any provision of the Statement of Work is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or

unenforceability and all other provisions will remain in effect. No amendment or variation to the Statement of Work shall be binding unless made in writing and signed by a duly authorized representative of each Party. No delay, indulgence, or omission in exercising any right, power, or remedy shall operate to impair or be construed as a waiver of such right, power, or remedy or of any other right, power, or remedy. The Parties agree that electronic signatures may be used and will be valid, effective, and enforceable. Headings in the Statement of Work are for convenience only and shall not affect the interpretation.



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