

The Development Agreement (the "Agreement") is made and effective as per SOW

BETWEEN: (the "Customer"), a corporation or Individual organized and existing under the laws of their State as per SOW address.

AND: **Virtualstacks Systems LLC** (the "Developer"), a corporation organized and existing under the laws of the State of [FL], with its head office located at:

**650 Technology Park
Lake Mary, FL-32746**

WITNESSETH:

WHEREAS, Customer is desirous of retaining Developer to perform the services described in this Agreement; and

WHEREAS, Developer desires to perform these services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. Term

The term of the Agreement shall commence on the date set forth in SOW, and continue until or till completion of the services provided for in this Agreement or termination pursuant to Sections 2 or 3.

2. Termination

a. In General. The Agreement may be terminated by either party upon written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for thirty (30) days following written notice from the non breaching party specifying the breach.

b. Failure to Meet Milestone. Customer may terminate the Agreement immediately upon notice to Developer at any time that Developer fails to meet a milestone within ten (10) days of the date set for such milestone by the parties.

c. Obligations Upon Termination. Upon termination of the Agreement for any reason, the parties shall have no further obligations pursuant to the terms of the Agreement except as set forth in Sections 7, 8, 9, 18 and 20.

3. Services and System Development

a. In General. In consideration of the fees described in Section 4 of the Agreement, Developer will provide the services and complete the work described in this Agreement ("Services")

b. Acceptance. Developer shall deliver the completed changes to Customer as per the defined dates in the SOW

4. Fees

a. Amount and Dates. Customer shall pay Developer fees upon the event and in the amounts as set forth in SOW

b. Reports. Developer shall deliver to Customer monthly reports of Developer's progress on the System.

5. Change of Scope

At any time during the term of the Agreement, should Customer desire Developer to provide any additional services in the form of a modification of or a change to the Services, Developer and Customer shall comply with the following:

a. Submission of Request. Customer shall submit to Developer in writing all requests by Customer for any such additional services which alter, amend, enhance, add to, or delete from the Services and/or time and/or place of performance (hereinafter referred to as "Modification/Change Request" or "Request").

b. Acceptance Procedure. Developer will evaluate such Modification/Change Request at no additional charge to Customer as soon as possible but not later than ten (10) working days following Developer's receipt of the Request. Developer's written response shall include a statement of the availability of Developer's personnel and resources, the impact, if any, on the completion date and the change in costs, if any. Developer in its sole discretion may refuse to accept the Modification/Change Request. Developer shall submit cost of development in writing to the Customer for approval before a charge is made.

c. Performance. Upon such authorization by Customer of the Modification/Change Request, Developer will commence performance in accordance with such Request immediately. Developer shall not be obligated to perform any additional services in advance of written authorization from Customer. In the event that Developer commits resources to the performance of a Modification/Change Request without such prior written authorization, it shall be presumed that performance of such Modification/Change Request will have no effect on the completion date.

d. Binding Agreement. For the purposes of the Agreement, each Modification/Change Request duly authorized in writing by Customer and agreed to by Developer shall be deemed incorporated into and part of this Agreement and each such Request shall constitute a formal amendment to this Agreement adjusting fees and completion date as finally agreed upon for each authorized Modification/Change Request. In no event shall the Services be deemed altered, amended, enhanced, or otherwise modified except through written authorization by Customer of a Modification/Change Request and acceptance by Developer, all in accordance with this Section 5.

6. Open Source Framework limitations

Customer understands and agrees that there may be limitations, including but not limited to performance, flexibility, and browser compatibility and Developer shall not be responsible for such limitations.

7. Non Exclusive Agreement; Confidentiality

a. Non Exclusivity. Customer acknowledges that Developer may be and could be performing services for businesses other than Customer including, without limitation, other computer software companies. This Agreement shall not prohibit Developer from representing or performing programming services for such other businesses.

b. Confidentiality. Each party acknowledges that it will receive confidential information and trade secrets ("Confidential Information") from the other party in the course of performing the Services and developing the System. The Confidential Information shall be deemed to include all the information one party receives from the other, except anything designated as not confidential. Each party agrees to maintain the secrecy of the other party's Confidential Information and agrees not to use it except in performing the Services of developing the System and not to disclose it to anyone outside Developer or Customer or anyone within Developer or Customer who does not have a need to know it to perform under this Agreement. "Confidential Information" shall not include any information which is publicly

available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential.

c. Nondisclosure Agreements. Developer hereby represents and warrants that it has and, as of the date of acceptance, it will have and will (and does hereby) assign and transfer to Customer the right to prevent unauthorized disclosures concerning the System by past or present agents or employees of, or consultants to, Developer or any other persons or entities to whom Developer has or shall have communicated Confidential Information relating to the System. Developer agrees to avoid and prevent, and to take such action as Customer may reasonably request to prevent, any and all disclosures of any Confidential Information relating to the System which have not been specifically authorized in writing by Customer.

8. Ownership

a. Ownership. Full and exclusive rights and ownership in the System and in any and all related letters patent, trademarks, copyrights, trade secrets, Confidential Information and any other proprietary rights which Developer possesses or is entitled to shall vest in will stay assigned to developer .

b. Developer's Proprietary Software Programs. Notwithstanding the provisions of Subsections 8.a and 8.b above, it is understood and agreed that Developer may in its sole discretion use its proprietary software programs in providing Services.

9. Representations and Warranties

Developer represents and warrants to Customer that neither Developer, in connection with performing the Services, nor the requested changes will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person.

10. Independent Contractor

Developer is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

11. Other Agreements

Any Agreement, including SOW contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties relating to the changes to the Systems. The parties stipulate that neither of them has made any representation with respect to the subject matter of the Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

12. Modification of Agreement

No waiver or modification of the Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

13. Forbearance No Waiver

Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

14. Choice of Law

It is the intention of the parties hereto that the Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Florida

15. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. Agreement Binding on Successors

The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.

17. Assignment Restricted

Neither party may assign the Agreement in whole or in part without the written consent of the other party, provided that Developer may contract with other parties to provide services hereunder subject to Customer's prior written approval.

18. Indemnification

Developer shall indemnify Customer and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the System or the Services provided, including attorney's fees, to the extent that such loss, claim or damage is caused by the intentional acts of Developer or from Developer's breach of any term of this Agreement. This indemnity survives any termination of this Agreement. In any event, the Developer's total liability, for whatever reason or cause, shall not exceed the amount paid by the Customer to the Developer.

19. Failure to Perform

Developer shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, or other delays beyond the control of Developer. If timely completion of the System is prevented by any cause of force majeure, or any act of Customer, then such failure or delay shall not constitute default.

20. Limited System Warranty

a. In General. Developer warrants that the Services will be performed in a workmanlike manner .

b. Exclusions. This warranty excludes any claims based on defects in the System caused by Customer, other parties beyond the control of Developer, or the hardware. Except as provided in SUBSECTION 20.a above, there are no express or implied warranties, including the implied warranties of MERCHANTABILITY and fitness for a particular purpose, respecting this Agreement, the system and Services.