

Master Cloud Services Agreement

This Master Cloud Services Agreement (the "Cloud Agreement") is made by and between Velosio, LLC, a Delaware limited liability company with its principal office at 5747 Perimeter Drive, Suite 200, Dublin, Ohio 43017 (hereinafter referred to as "we," "Velosio," or the "Company"), and:

(hereinafter referred to as "you" or "Client").

The parties hereby agree as follows:

The body of this Cloud Agreement and all appendices and annexes entered into on or around the date hereof or after the execution of this Cloud Agreement (collectively, the "Agreement") set forth terms and conditions pursuant to which the Company shall provide the Services to Client and, upon Client's written request, to Authorized Users designated by Client.

1. Definitions

You have a need for ongoing cloud, managed infrastructure services, and/or software subscriptions. This Agreement relates to the foregoing and includes the following definitions:

"Affiliate" means an authorized member of the Velosio Partner Network.

"Authorized Users" shall mean those persons designated by you in writing to the Company who shall have access to Client's Software on the Servers.

"Client's Software" shall mean software other than System Software which you have purchased prior to or in connection with the Agreement and which you have licensed directly from the publisher of such software.

"Data Center" shall mean a facility provided by the Company or the Company's cloud partner to house the Servers.

"Deliverable Materials" shall mean are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that the Company may deliver to you under the Agreement. The Company will deliver to you the Deliverable Materials, if any, specified in a Statement of Work as being the Company's responsibility. Deliverable Materials do not include commercially available software or hardware; these are provided under separate agreements.

"Designated Location" shall mean any office location where you operate your business.

"HUB" shall mean the Company's Stratos Cloud HUB found at <https://hub.VELOSIO.com>.

"Liaison Officer" shall mean the person you designate to (a) act as the exclusive liaison between both you and the Company; (b) have overall responsibility for directing and coordinating all of your activities hereunder, and shall be vested with all necessary authority to fulfill that responsibility; and (c) provide guidance to us on issues that relate to your organizational structure.

"Marketplace" shall mean the Company's Stratos Cloud Marketplace found at <https://shop.VELOSIO.com>.

"Microsoft Cloud Services" shall mean services and/or subscriptions provided directly by Microsoft Corporation. This may include Office 365, Dynamics 365, Azure, Power BI, Power Apps and any other services and/or subscriptions that may from time to time be offered to the public by Microsoft.

"Servers" are collectively the shared computer equipment, operating system, and System Software required to support your Authorized Users according to the terms and conditions of the Agreement.

"Services" are collectively the services to be provided by Velosio to you under the Agreement, which are specified in the appendices or annexes to this Cloud Agreement, as such appendices and/or annexes may be modified from time to time by agreement of the parties.

"Stratos Order" shall mean an electronic order placed through the Marketplace's electronic ordering capabilities.

"Stratos Private Cloud Services" shall mean the private cloud and infrastructure services provided by Velosio or our cloud partners.

"System Software" shall mean software provided to you under a subscription license agreement by the Company or the Company's cloud partner to operate the Servers.

"Support Services" shall mean collectively the services set forth in Section 2.

"Term" shall mean the duration of the subscription and the period set forth in Section 5.

"Unauthorized User" shall mean any person who is not an Authorized User.

2. Our Responsibilities

We shall provide the Services to the Client. We shall use our own personnel and/or contractors retained by us, and at our expense, to support and maintain the operating environment for Client's Software, at our Data Center for Client's day-to-day business use. We reserve the right at our discretion to rely on a cloud partner to provide the Data Center and other IT infrastructure services and obligations described in this agreement.

2.1. Unavailability of Services

You acknowledge that in the event of a force majeure event described in the Agreement, the Services will be unavailable until repairs and/or replacements can be made. Client further acknowledges that the Services may be unavailable for an extended period of time. IN NO EVENT SHALL WE OR OUR CLOUD PARTNER BE LIABLE FOR ANY CLAIMS FOR SERVICE DISRUPTIONS RESULTING FROM A SYSTEM FAILURE AND/OR RECOVERY OF THE COMPANY DATA CENTER, INCLUDING, BUT NOT LIMITED TO LOSS OF YOUR BUSINESS INCOME CAUSED BY A FORCE MAJUERE EVENT.

2.2. Security

We may implement certain physical, administrative and technical security policies and procedures which we deem necessary to be reasonably compliant with the then current laws and regulations and which you agree to in order for the both of us to remain compliant with the then current laws and regulations. Some of these policies may affect access to the Services. To the extent that these policies and procedures affect your access to the Services, we will provide you 30 days' notice before requiring you to comply.

We may make recommendations regarding security, as it relates to the usage of the cloud environment, which is designed to be compliant with applicable laws and regulations. The cost of implementation of recommended practice security shall be your expense. If you choose not to implement these recommendations, we reserve the right to modify your access to the system, which may result in loss of functionality or access.

2.3. Anti-Virus and Anti-Spyware Protection

You agree to maintain and keep current commercially available Anti-Virus and Anti-Spyware software for all of your computer workstations and/or servers that are not managed by Velosio and have network access to the services provided for under the Agreement. Failure to maintain and keep current such Anti-Virus and Anti-Spyware software may result in the termination of access to the Services until acceptable protection is made current. We may provide you, at an additional cost, and at our discretion, centrally administered Anti-Virus and Anti-Spyware software for the protection of all of your Microsoft Windows based computers.

3. Your Responsibilities

3.1. Organization Responsibilities

You agree to be responsible for designating a single Liaison Officer. You shall promptly notify us in writing of any successor or replacement Liaison Officer.

3.2. Computing Environment – Client's Designated Location(s)

You agree to be responsible for (i) the proper licensing, use, and operation of your hardware, third party software and your Software; (ii) implementing and maintaining security policies and procedures consistent with applicable laws and regulations including but not limited to, the implementation of industry standard firewall protection for Internet connections and active and current protection against viruses, spyware, and appropriate user security authentication; (iii) providing Velosio personnel with the necessary physical access to the Designated Location, during normal working hours to allow us to perform our obligations under the Agreement; (iv) providing remote access to appropriate hardware and third party components at your Designated Location(s) for purposes of us performing any services or audits under the Agreement; and (v) informing us of any legal or regulatory requirements of your business that may affect our performance of our obligations hereunder. You will be responsible for all long distance, toll and line charges associated with such remote access; and procuring and maintaining all device drivers, third party operating systems and other products and services that may be required to operate Client's Software or your hardware.

3.3. Data and Reports

You agree to be responsible for (i) all data entry; (ii) the quality, reliability, accuracy, timeliness, and completeness of all data that you or any Authorized User causes to be entered into Client's Software; (iii) validating the information presented on any reports produced by the System Software and/or Client's Software; (iv) any decisions made by you or any Authorized User based on any of the data or reports produced using your data, and the results of such decisions; (v) providing related data and explaining internal procedures and legal requirements in writing to us; (vi) providing such record layouts, data, or other information as requested by us to fulfill our responsibilities under the Agreement; (vii) results obtained from use and operation of Client's Software, provided however nothing contained in this subsection shall affect the limited warranty contained in the Agreement; and (viii) determining the recommended conversion approach for your Designated Location and procuring the necessary resources to unload the data from the relevant existing system; (ix) any disclosures by your officers, employees, agents and Authorized Users of data maintained on your Server; and (x) any further requirements under applicable federal, state or local laws or regulations or as reasonably requested by Velosio.

3.4. Equipment and Software

You shall be responsible for procuring at your expense all equipment, software, network and internet access, and taking all actions at your Designated Location necessary for it to: (i) access Client's Software; (ii) access the Data Center; (iii) provide to us all information required by the Agreement to permit us to perform our obligations under the Agreement; and (iv) ensure such level of security and privacy as may be required by us from time to time in connection with the provision of Services hereunder. As part of your obligation to provide such equipment, software, and network and Internet access, you are responsible for ensuring that all of your personal computers, workstations and servers to be used to interface with or use information from Client's Software are properly configured, including but not limited to the base PC operating system, web browser and network and internet connectivity. You will at all times comply with any applicable license agreement governing the use of Client's Software and will provide all necessary information to Velosio to permit Velosio to comply with any such agreement, including without limitation provisions relating to number of authorized users.

3.5. Network

You are responsible for the equipment, installation and monthly costs of your network and internet connection to our Data Center. We may recommend the ordering and implementation of any communication lines required to connect the Designated Location to the Data Center, and may recommend hardware (i.e. routers, hubs, switches) which you may need to purchase to effect such connectivity. The costs associated with such connectivity (installation and monthly charges) and hardware will be solely your responsibility.

3.6. Identification of Authorized Users

You control access by Authorized Users and shall maintain a list of those Authorized Users via our management portal or through a portal provided by the publisher of the services you have contracted for. You agree that anyone you identify as an Authorized User shall comply with all applicable disclosure rules. You shall promptly update such list whenever an Authorized User is added or removed. If you, at any time, desire to terminate any Authorized User's access to the Servers and Client's Software (in connection with termination of employment of the Authorized User or otherwise) then you shall promptly notify us in writing of such termination of access, and we shall terminate such Authorized User's access to the Servers and Client's Software within 24 hours of the date we receive such written notice. You shall utilize the number of

users stated in your order as the minimum required number for the entire period of the Agreement as a minimum user level. The user minimum may not be reduced without prior approval by VELOSIO.

3.7. Responsibilities for Authorized Users and Unauthorized Users

You shall be responsible for all acts and omissions of: (i) Authorized Users, and (ii) all Unauthorized Users who access the Data Center by use of any password, identifier or log-on received or obtained, lawfully or unlawfully, from you or any Authorized User, with respect to the Servers and Client's Software. All such acts and omissions shall be deemed to be your acts and omissions.

3.8. Data from External Sources and Data Conversions

You agree to be responsible for reviewing, confirming and validating all data, reports, and/or generated forms (collectively, "Outputs") that may be generated by Client's Software or data loaded into your database which does not originate from the application, including data conversions provided by us or data received from external sources (collectively "Inputs"), and will notify us immediately if errors are found. We shall not be obligated to review any of the Outputs generated by Client's Software, and in no event shall we be responsible or liable for inaccurate or incomplete Inputs or Outputs. You shall comply with all local, state, and federal laws pertaining to the use and disclosure of any data.

3.9 Usage of the Services

You may use the Services only for purposes described within the Agreement. You may not use, download, copy, modify, or distribute the System Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Velosio in the Agreement, or in a separate written agreement signed by you and Velosio. You may use the System Software only to process your own data. Notwithstanding any other provision of the Agreement, you shall not: (i) use the System Software for any purposes except as expressly permitted under the Agreement; or (ii) decompile, reverse assemble or otherwise reverse engineer the System Software; or (iii) import, add, modify or delete data in the System Software database by any method other than direct data entry through ordinary operation unless otherwise authorized in advance in writing by the Company. Your license may not be transferred, leased, assigned, or sublicensed without the Company's prior written consent.

4. Charges

Charges for the Services provided will be invoiced as described below.

4.1. Our fees are detailed in the Stratos Order you submitted.

4.2. We will invoice our charges to you monthly, based on the actual charges incurred unless both of us agree to other arrangements in writing. Your payment is due by the 10th of each month unless otherwise stated. Each month during the Term, you will pay us (by ACH, wire transfer or credit card providing immediately available funds and reasonably acceptable to the Company) for the Cloud Fees, Support Service Fees, and other monthly fees detailed in your Stratos Order. In addition, we will invoice you for any other consulting services, if any.

4.3. We reserve the right to charge additional service fees if regulatory and/or other third party entities effect a change that impacts your use of the Services. During the Term, we may increase the price of our fees upon ninety (90) days prior written notice.

4.5. In addition to our net charges, you agree to reimburse us for all out-of-pocket expenses related to any consulting work we may provide at your site such as travel, lodging and meals associated with travel, courier charges, long distance telephone charges, and other similar expenses. We will obtain your approval before we incur any such expenses that will result in total reimbursements exceeding five percent of our net charges.

4.6. Expenses will be invoiced bi-monthly. Your payment is due on receipt of our invoice.

5. Changes and Deliverables Control

5.1 If a change to this Agreement is required, both parties agree to submit a Change Order (called "CO") as the vehicle for communicating change. The CO will describe the change, the cost of the change, the effective date of the change, and any other pertinent information. In order to be valid and effective, the CO must be executed on behalf of both parties.

6. Confidentiality

6.1 Velosio agrees that information labeled as confidential by you and all financial, customer, statistical, marketing and personnel data relating to your business, in each case as disclosed to Velosio in connection with this Agreement, are your confidential information ("Client Confidential Information"). You agree that information labeled as confidential by Velosio and Velosio's methodologies, products, tools and proprietary software, training materials, industry templates and data, and any updates, changes and additions to the foregoing, in each case as disclosed to you in connection with this Agreement, are confidential information of Velosio ("Velosio Confidential Information"). Client Confidential Information and Velosio Confidential Information are collectively referred to as "Confidential Information." Neither party will, without the prior written consent of the other, disclose to any third party any Confidential Information which is received from the other party for the purposes of providing or receiving Services. Each party agrees that any such Confidential Information received by it from the other may be used by its (and its respective Affiliates') personnel only for the purposes of providing or receiving Services under this or any other contract between the parties. These restrictions will not apply to any information which (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 6; (ii) is acquired from a third party without an obligation of confidentiality; (iii) is or has been independently developed by the recipient (or one of its Affiliates) or was known to it or them prior to receipt; or (iv) is generally known or easily ascertainable by non-parties of ordinary skill in computer or process design or programming or in the business of Client. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information. Confidential Information disclosed under this Agreement will be subject to this Clause 6 for 2 years following the initial date of disclosure.

6.2 Notwithstanding Clause 6.1 above, each party will be entitled to disclose Confidential Information of the other: (i) to its respective insurers or legal advisors; and (ii) to a third party, to the extent that this is required by any court of competent jurisdiction, by a governmental or regulatory authority, or where there is a legal right, duty, or requirement so to disclose, provided that in the case of sub-Clause 6.2 (ii), where reasonably practicable (and without breaching any legal or regulatory requirement) not less than 2 business

days' notice in writing is first given to the other party. Notwithstanding anything to the contrary, Velosio may disclose Confidential Information referred to in this Clause 6 to (i) VELOSIO's Affiliates or (ii) a third party as may be necessary for the delivery of the Services, subject to such third party agreeing, in writing, to be bound by similar terms and conditions. Velosio may similarly retain the engagement work papers in 'hard copy' or electronic format for Velosio's or its Affiliates' internal use.

7. Data Privacy

7.1 In addition to the parties' obligations under the Agreement, the provisions contained at www.velosio.com/dataprivacy shall apply in the event that one party makes Personal Data available to the other.

8. Liability

8.1 Limitation - Circumstances may arise where, because of a default on Velosio's part or other liability, you are entitled to recover damages from Velosio. Subject to the limitations set forth below, Velosio and Client each agree to indemnify, defend, and hold the other harmless against any action to the extent that Client's Software, System Software or Confidential Information by the indemnitor or any other party infringes upon the intellectual property rights of any third party.

Regardless of the basis on which you are entitled to claim damages from Velosio (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Velosio is liable for no more than:

8.1.1 Payments referred to in Section 9.11 below.

8.1.2 The amount of any other actual direct damages up to the charges or the amounts paid or due and payable to Velosio (if recurring, 12 months' charges apply) under the Agreement.

8.2 This limit also applies to any of Velosio's subcontractors and Affiliates. It is the maximum for which Velosio, its Affiliates, and its subcontractors are collectively responsible.

8.3 Items for Which Velosio Is Not Liable - Under no circumstances are Velosio, its Affiliates, or its subcontractors liable for any of the following, even if informed of their possibility:

1. Loss of or damage to data.
2. Special, incidental, or indirect damages or for any economic consequential damages; or
3. Lost profits, business revenue, goodwill, or anticipated savings.

9. General

9.1 **Subcontracting** – Velosio may subcontract any part of the Services to one or more subcontractors selected by Velosio. Any reference to Velosio's personnel in the Agreement includes its agents and subcontractor staff.

9.2 **Force Majeure** – Neither party will be liable to the other for any failure to fulfill obligations caused by circumstances outside its reasonable control. This clause does not apply to any of your obligations to pay charges for services provided.

9.3 **Assignment** – Neither party may assign, transfer, charge or otherwise seek to deal in any of its respective rights or obligations under the Agreement without the prior written consent of the other party, except that Velosio may, without consent, assign or transfer its rights and obligations to (i) a

person or persons whose identity Velosio may provide to you in writing, to whom all or part of its business is transferred; or (ii) an Affiliate. Velosio is also permitted to assign its rights to receive payments under the Agreement without obtaining your consent. References in the Agreement (including without limitation in Section 6) to a “party” or the “parties” will include their respective assignees and transferees under this Section 9.3, unless the context reasonably requires otherwise.

- 9.4 **Waiver** – No delay by either party in enforcing any of the terms or conditions of the Agreement will affect or restrict such party’s rights and powers arising under the Agreement. No waiver of any term or condition of the Agreement will be effective unless made in writing.
- 9.5 **Notices** – Notices must be in writing and served either personally, sent by prepaid registered mail or faxed to the address of the other party given in the Agreement or to any other address as the relevant party may have notified to the other during the period of the Agreement. Any notice sent by mail will be deemed to have been delivered 48 hours after sending. Any notice sent by fax or served personally will be deemed to have been delivered on the first working day following its delivery.
- 9.6 **Electronic Communications** – To the extent permitted under applicable law, each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing.
- 9.7 **Amendment** – Any amendment to this Agreement, or any CO, will not be effective unless agreed in writing and signed by both parties. Additional or different terms in any written communication from you (such as an order) are void.
- 9.8 **Survival and Validity of Agreement Provisions** – The provisions of the Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind both parties. If any provision of the Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of the Agreement. In any event, the enforceability of the remainder of the Agreement will not be affected. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.
- 9.9 **Working for Other Clients** – Velosio and its Affiliates will not be prevented or restricted by anything in the Agreement from providing services for other clients.
- 9.10 **Relationship of Parties** – Velosio is an independent contractor, and is responsible for the payment of all employer contributions and taxes measured by the remuneration paid to Velosio employees as required by all applicable federal, provincial and local laws. You are responsible for the results obtained from the use of the services.
- 9.11 **Copyrights**
- 9.11.1 If a third party claims that Deliverable Materials Velosio provides to you infringe that party’s copyright, Velosio will defend you against that claim at its expense and pay all costs, damages, and attorney’s fees that a court finally awards or that are included in a settlement approved by Velosio, provided that you:
- i. Promptly notify VELOSIO in writing of the claim; and
 - ii. Allow Velosio to control, and cooperate with Velosio in, the defense and any related settlement negotiations.
- 9.11.2 Remedies - If such a claim is made or appears likely to be made, you agree to permit Velosio to enable you to continue to use the Deliverable Materials, or to modify them, or replace them with Deliverable Materials that are at least functionally equivalent. If Velosio determines that none of these alternatives is reasonably available, you agree to return the

Deliverable Materials to Velosio on Velosio's written request. Velosio will then give you a credit equal to the amount you paid Velosio for the creation of the Deliverable Materials.

This is Velosio's entire obligation to you regarding any claim of infringement.

9.11.3 **Claims for Which Velosio is Not Responsible** - Velosio has no obligation regarding any claim based on any of the following:

- i. anything you provide which is incorporated into the Deliverable Materials or Velosio's compliance with any designs, specifications, or instructions provided by you or by a third party on your behalf;
- ii. Your modification of Deliverable Materials; or
- iii. The combination, operation, or use of the Deliverable Materials with any product, data, apparatus, or business method that Velosio did not provide, or the distribution, operation or use of the Deliverable Materials for the benefit of a third party (excluding your affiliates).

9.12 **Third Party Claims** - You agree that the Agreement will not create any right or cause of action for any third party, nor will Velosio be responsible for any third party claims against you except as described in Section 9.11 above or as permitted by Section 8 above for bodily injury (including death) or damage to real or tangible personal property for which Velosio is legally liable.

9.13 **Business Contact Information** - You agree to allow Velosio and its Affiliates to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on Velosio's behalf, Velosio business partners, who promote, market and support certain Velosio products and services, and assignees of Velosio and its Affiliates for uses consistent with our business relationship.

9.14 **Entire Agreement** - The Agreement, including any attachment, appendix, addendum, invoice, or referenced document, forms the entire agreement between you and Velosio relating to the Services. It replaces and supersedes any previous proposal, correspondence, understanding or other communication, whether written or oral. Neither party is liable to the other, in equity nor otherwise, for any representation that is not set out in the Agreement. Each party acknowledges that it has not relied on or been induced to enter into the Agreement by a representation other than those expressly set out in the Agreement. The headings and titles in the Agreement are included to make it easier to read, but do not form part of the Agreement.

9.15 **Agreement not to recruit** - You agree not to recruit or hire any individual of Velosio who is or has been assigned to perform work in connection with the Services until one (1) year after the completion of the Services. If this condition is breached, you agree to compensate Velosio with a sum equal to one hundred percent (100%) of the most recent annual cash compensation received by such individual from Velosio including salary, bonus, commissions, and overtime pay as a reemployment and retraining fee.

9.16 **Third Party Beneficiary**. The Agreement is between Velosio and you alone, and neither intends that there be any third-party beneficiaries to the Agreement. Without limiting the generality of the foregoing, by entering into the Agreement and providing services on your behalf, we are not assuming any duty or obligation to any of your employees, vendors, clients, subcontractors, agents, shareholders, partners or members. You agree to indemnify and hold us harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by us by reason of a claim brought against us by any of your employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by us on your behalf.

10. Warranties

Velosio warrants that it performs each of the Services using reasonable care and skill and according to its current description (including completion criteria) contained in the Agreement. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.** Without limiting the generality of the foregoing, Velosio makes no warranty, and shall have no liability of any nature whatsoever, with respect to any products or services provided by any party other than Velosio. In furtherance of the following, Velosio makes no warranty, and shall have no liability of any nature whatsoever, with respect to any product not created solely and directly by Velosio, even if Client should purchase such product through Velosio.

Velosio does not warrant uninterrupted or error-free operation of a product or Service or that Velosio will correct any or all defects.

11. Geographic Scope, Governing Law and Dispute Resolution

- 11.1 **Geographic Scope** - The rights, duties, and obligations of each of us are valid in the United States, except where all licenses are valid as specifically granted.
- 11.2 **Applicable Law** - Both you and Velosio consent to the application of the laws of the United States and the state of Ohio to govern, interpret, and enforce all of your and Velosio's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of the Agreement without regard for conflict of law principles.
- 11.3 **Joint Preparation** - The Agreement has been jointly prepared by the parties and shall not be construed against either of them as the drafter or primary drafter thereof.
- 11.4 **Resolving Disputes** - Should any dispute arise between you and Velosio, the parties will attempt to resolve the dispute in good faith by negotiations. As it relates to unresolved disputes, the parties agree to resolve such disputes through arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest Velosio's main US office having an AAA Regional Office. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

Accepted by **Client**:

Signature

Printed Name

Date

Accepted by Velosio LLC:

Signature

Printed

