

VELOXP

Managed AI Services Agreement

Agentic Workforce Intelligence Deployment — Beverage Distribution

June 2, 2026

VeloXP, Inc. | Max Koby, CEO

DRAFT

MANAGED AI SERVICES AGREEMENT

Agentic Workforce Intelligence Deployment — Beverage Distribution

Prepared For:	Allen Kandelman
Company:	Americal Beverage Group
Prepared By:	VeloXP, Inc.
Effective Date:	June 2, 2026
Engagement Tier:	Growth (\$5,000/month)
Reference SOW:	Managed AI Workforce Intelligence Deployment — Beverage Distribution

This Agreement governs the deployment of AI agent services described in the accompanying Statement of Work (the "SOW"), including all appendices. In the event of a conflict between this Agreement and the SOW, the Agreement controls.

1. Services

VeloXP, Inc. ("VeloXP" or "Provider") will design, deploy, configure, and operate the Agentic Workforce Intelligence deployment described in the SOW for Americal Beverage Group ("Client"). The Growth engagement covers deployment, management, and continuous optimization of the initial agent cohort as defined in the attached SOW.

VeloXP will provide ongoing monitoring, quality assurance, optimization, and support for all deployed agents throughout the term of this Agreement. VeloXP may update, improve, or substitute individual agents or underlying models at any time provided that the functional capabilities described in the SOW are maintained or enhanced. Material reductions in scope require written Client consent.

1A. Platform Architecture

The AI workforce deployed for Americal Beverage Group operates on VeloXP's proprietary three-layer architecture: a vertically integrated intelligent operating system for beverage distribution operations.

Layer 1 — Industry World Model (Beverage Distribution — In Development)

VeloXP will build a proprietary Beverage Distribution World Model for Americal Beverage Group during the term of this engagement. This model will be trained on operational data contributed by Americal Beverage Group across procurement, compliance, distribution, and sales functions. It will encode beverage-sector workflows, TTB and state ABC regulatory requirements, import and logistics patterns, and inventory management playbooks specific to the industry. As the World Model matures, every deployed agent inherits its intelligence baseline. Americal Beverage Group is a founding contributor and receives the data contribution rights and founding partner benefits described in this Agreement.

Layer 2 — Intelligence Layer (Americal-Specific)

On top of the industry model sits Americal Beverage Group's firm-specific intelligence layer: container-isolated memory systems that learn from every interaction, self-improving feedback loops that refine agent behavior based on corrections and approvals, and contextual understanding of Americal's specific processes, preferences, and operational patterns. Each agent's memory is isolated per client with zero cross-client data access.

Layer 3 — Human Interface Layer

Mission Control — VeloXP's proprietary agent operations platform — provides Allen Kandelman's team with real-time visibility into agent activity, task queues, and approval requests:

- Approval workflows for all client-facing and financial actions
- Real-time visibility into agent activity, decision rationale, and confidence scores
- Escalation routing that surfaces the right decisions to the right approver at the right time
- QA gate: no output reaches an external party without human sign-off

2. Client Responsibilities

Americal Beverage Group agrees to the following responsibilities to ensure successful deployment and operation of the AI workforce:

- Designate Allen Kandelman as principal approver for all AWI operations
- Provide API credentials, system access, and integrations within **14 calendar days** of SOW execution
- Ensure availability for onboarding and discovery (approximately 4–6 hours total over first two weeks)
- Assign human QA reviewers per the reporting structure defined in the SOW
- Respond to agent escalations and approval requests within **2 business days**
- Ensure accuracy and completeness of data in all connected systems
- Participate in onboarding workshops and agent training sessions as scheduled
- Notify VeloXP promptly of any changes to business processes, systems, or organizational structure that may affect agent operations

Agent performance is meaningfully dependent on Client's data quality, system access, and human QA engagement. VeloXP is not responsible for degraded outputs caused by incomplete or inaccurate source data.

3. Fees and Payment

ITEM	AMOUNT	FREQUENCY
AWI Managed Services Subscription — Growth	\$5,000/month	Monthly recurring. First 30 days include platform setup and onboarding. Recurring billing begins on Day 31.
↳ AWI Infrastructure & Platform Operations	\$1,000/month	Fixed — included in subscription
↳ Developer Hours & API Cost Allocation	\$4,000/month	No rollover — included in subscription
↳ Developer Rate (allocation overage)	\$225/hour	Billed in arrears — written approval required
↳ AI Credits (API Usage)	Tracked via client portal	Billed monthly through platform

The monthly subscription of **\$5,000/month** includes a 30-day setup and onboarding period. Monthly recurring billing begins on **Day 31** following execution. The subscription is structured as: (a) a fixed \$1,000/month AWI infrastructure fee covering platform operations, Mission Control, and agent hosting; and (b) \$4,000/month allocated to developer hours and API costs. Unused allocation does

not roll over. AI Credits (API usage) are tracked and billed monthly through the VeloXP client portal — Client has real-time visibility and may adjust their AI Credit allocation at any time.

Invoices are due within **30 days** of issuance. Overdue balances accrue interest at 1.5% per month beginning 30 days after invoice due date. VeloXP reserves the right to suspend services on balances more than 30 days past due after written notice.

Additional developer hours or API budget increases beyond the \$4,000/month allocation require **Americal Beverage Group's prior written approval** via email or the VeloXP client portal. VeloXP will not invoice for overages without such approval.

Dedicated Account Representative: VeloXP will assign a dedicated account representative to Americal Beverage Group for the duration of this Agreement. The representative is responsible for ensuring all developer hours and API costs are managed within the approved monthly allocation, providing proactive budget reporting, and coordinating all implementation work.

Enterprise Upgrade Option: At any point after the initial 90-day commitment period, Americal Beverage Group may elect to upgrade to the Enterprise tier (\$10,000/month subscription). Upgrade takes effect on the first day of the following billing cycle. VeloXP will issue an amended SOW reflecting expanded agent deployment and capabilities within **10 business days** of written upgrade election.

Monthly Subscription — Growth (\$5,000/month — includes 30-day setup; recurring billing begins Day 31):

<https://buy.stripe.com/6oUaER3K0fNNbtMaT46Vq0S>

4. Launch Commitment

VeloXP commits to deploying all Phase 1 agents (Vance and Grace) within **30 calendar days** of SOW execution and receipt of all required Client onboarding materials, system access credentials, and client participation in the kickoff session.

Billing Start: The first 30 days of the subscription cover platform setup, onboarding, and initial agent deployment. Monthly recurring billing of \$5,000/month begins on Day 31 following execution (the Agent Launch Confirmation date). If VeloXP delays Phase 1 launch beyond 30 days for reasons within VeloXP's control, the recurring billing start date is extended by the number of days attributable to that delay, at no cost to Client.

VeloXP does not guarantee specific financial outcomes, revenue increases, or cost savings. Agent performance depends on data quality, integration completeness, and the level of human QA engagement from Client's team.

5. Core Objectives (Phase 1 Projected Benchmarks)

The following objectives represent targeted Phase 1 benchmarks. They are aspirational targets used to align engagement priorities, not contractual performance guarantees. Baseline metrics, measurement methodology, and tracking infrastructure will be established collaboratively during the initial 90-day deployment period.

- **RoT Target (Return on Technology):** Target of 4x RoT — each \$1 of subscription generating \$4+ in recovered time or measurable revenue impact. Tracking infrastructure to be built into the customer portal during Phase 1; reporting cadence and validated baselines will be defined after the 90-day commitment period.
- **Task Velocity:** Target of 500+ completed workflow executions per month across all deployed agents by end of Phase 1. Definition of "workflow execution," telemetry coverage, and reporting view will be finalized during Phase 1 setup.

Both objectives convert from projected benchmarks to tracked operational KPIs only after workflows have been optimized, telemetry has been deployed, and Client has approved the measurement methodology in writing.

6. Service Level Commitments

VeloXP owns full operational responsibility for the AI workforce deployed under this Agreement, including agent health, agent logic, model performance, and integration uptime.

SERVICE LEVEL	TARGET
Response Time (acknowledgment of support requests and incident reports)	Within 24 hours

SERVICE LEVEL	TARGET
Performance Degradation & Integration Failure Resolution (any degradation in agent performance, broken integration, or service failure detected by VeloXP or reported by Client)	Resolved within 24 hours of detection
Agent Health Monitoring	Continuous, owned by VeloXP
Agent Logic Ownership	VeloXP — including updates, optimization, model substitution, and prompt management

VeloXP maintains continuous monitoring of all deployed agents and integration endpoints. Where a confirmed degradation or failure cannot be fully resolved within the 24-hour window due to dependencies outside VeloXP's control (Client systems, third-party APIs, or upstream model providers), VeloXP will deploy a workaround or fallback workflow within the 24-hour window and provide Client with a written status update including root cause, mitigation in place, and expected full-resolution timeline.

7. Term and Termination

This Agreement commences on the Effective Date and continues for an initial term of **90 days** (the "Minimum Commitment Period"). During the Minimum Commitment Period, Client may not terminate this Agreement for convenience. Upon expiration of the Minimum Commitment Period, this Agreement automatically converts to a month-to-month arrangement unless either party provides **30 days' written notice** of non-renewal.

Termination for Convenience: Either party may terminate this Agreement after the Minimum Commitment Period with 30 days' written notice. Monthly subscription fees are prorated to the termination date.

Termination for Cause: Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure the breach within **15 days** of written notice specifying the breach.

Immediate Termination: Either party may terminate immediately upon written notice if the other party commits a material breach involving data security, confidentiality, or privacy obligations; becomes insolvent or files for bankruptcy; or is subject to a confirmed data breach affecting the other party's data.

Effect of Termination: Upon termination, VeloXP will provide Client with an export of all client data within **30 days**, revoke all system credentials and access within **5 business days**, and issue a final invoice for services rendered through the termination date. All client data will be purged from VeloXP systems within **30 days** of termination.

8. Intellectual Property

VeloXP Ownership: VeloXP retains all right, title, and interest in the VeloXP platform, agent framework, industry models, proprietary algorithms, and all related intellectual property. Nothing in this Agreement transfers ownership of any VeloXP technology to Client.

Client Ownership: Americal Beverage Group retains all right, title, and interest in: (a) all client data provided to or generated through the platform; (b) client-specific configurations and customizations; and (c) all business outcomes, analyses, and reports generated using Client data.

Trained Models and Outputs: VeloXP owns all model weights, training methodologies, and algorithmic improvements. Americal Beverage Group receives a perpetual, non-exclusive license to all outputs generated by the AI workforce during the term of this Agreement.

9. Confidentiality

Each party ("Receiving Party") agrees to hold in confidence all non-public information disclosed by the other party ("Disclosing Party") in connection with this Agreement ("Confidential Information"). The Receiving Party will: (a) protect Confidential Information with at least the same degree of care it uses for its own confidential information; (b) not disclose Confidential Information to third parties without prior written consent; and (c) use Confidential Information only as necessary to fulfill obligations under this Agreement.

Confidentiality obligations survive for **two years** after termination of this Agreement. Upon termination, each party will return or destroy all Confidential Information of the other party upon written request.

10. Data Protection

VeloXP implements the following security measures to protect Client data:

- SOC 2 Type II alignment for all operational controls and processes
- Container isolation: Americal Beverage Group's data is partitioned in dedicated containers with zero cross-client access
- Encryption at rest (AES-256) and in transit (TLS 1.2+) for all data
- Role-based access controls (RBAC) with multi-factor authentication (MFA) required for all administrative access
- Comprehensive audit trail logging all agent actions, data access, and system changes
- Data deletion: all Americal Beverage Group data purged within 30 days of termination unless retention is required by applicable law
- Incident response: notification to Client within **48 hours** of any confirmed security breach affecting Client data

11. Limitation of Liability

EXCEPT FOR OBLIGATIONS ARISING FROM INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY, OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL FEES PAID BY CLIENT TO VELOXP IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification

VeloXP Indemnification: VeloXP will defend, indemnify, and hold harmless Americal Beverage Group from third-party claims arising from: (a) infringement of intellectual property rights by the VeloXP platform; or (b) VeloXP's gross negligence or willful misconduct in performance of services.

Client Indemnification: Americal Beverage Group will defend, indemnify, and hold harmless VeloXP from third-party claims arising from: (a) Client data provided by Americal Beverage Group; (b) Client's use of the platform outside the scope of this Agreement; or (c) Client's violation of applicable laws or regulations.

13. Technology Partnership & Development Support

VeloXP provides Americal Beverage Group with Technology Partnership services that extend the managed AI operations scope into fractional CTO support, security architecture, platform scaling, and customer-facing AI product development.

CTO-as-a-Service

Fractional CTO support including AI strategy development, technology roadmap planning, vendor evaluation, and board-level technology advisory. Developer hours are drawn from the monthly \$4,000 balance allocated to developer hours and API costs. Unused hours do not roll over.

Security & Compliance Reviews

Quarterly security architecture reviews of the AI workforce deployment. Findings and remediation recommendations delivered within 10 business days of each review.

Infrastructure Architecture & Scaling

Capacity planning, cost optimization, platform reliability (monitoring, alerting, failover design), and integration architecture support for new partner systems and data sources.

14. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, pandemic, government action, war, terrorism, internet outages, or third-party service failures. The affected party must provide prompt notice and undertake reasonable mitigation efforts. If a Force Majeure Event continues for more than **90 days**, either party may terminate this Agreement with written notice.

15. General Provisions

15.1 Governing Law

This Agreement is governed by the laws of the State of California. Disputes resolved by binding arbitration in Orange County, California under JAMS rules.

15.2 Entire Agreement

This Agreement, together with the SOW and its appendices, constitutes the entire agreement between the Parties. Amendments must be in writing and signed by both Parties.

15.3 Severability

If any provision is found unenforceable, the remaining provisions continue in full force.

15.4 Assignment

Neither party may assign without the other's prior written consent, except VeloXP may assign to a successor entity in connection with a merger or acquisition.

15.5 Notices

Notices must be in writing via email with confirmed receipt or certified mail. VeloXP: max@veloxp.com. Client: allen.kandelman@americalbeverage.com or address provided during onboarding.

15.6 No Waiver

Failure to enforce any provision does not constitute a waiver.

Signatures

By signing below, each party agrees to be bound by the terms of this Agreement, the accompanying Statement of Work, and all appendices.

VeloXP, Inc.

SIGNATURE

Max Koby
CHIEF EXECUTIVE OFFICER

DATE

Americal Beverage Group

SIGNATURE

Allen Kandelman
PRINCIPAL / OWNER

DATE