

VELOXP

Managed AI Services Agreement

Agentic Workforce Intelligence Deployment — Medical Aesthetics Division
(Devon Niccole)

Effective Date: May 25, 2026

VeloXP, Inc. | Max Koby, CEO

V1.1 FINAL

MANAGED AI SERVICES AGREEMENT

Agentic Workforce Intelligence — Medical Aesthetics (AWI Instance 1 & 2)

Client Entity:	Devon Niccole / CosmetiCare
Agency Provider:	VeloXP, Inc.
Effective Date:	May 25, 2026
Engagement Tier:	Growth (Founding Client)
Initial Term:	90 Days

This Agreement governs the deployment of the Managed AI Workforce described in the accompanying Statement of Work v1.1 (the "SOW"). In the event of a conflict between this Agreement and the SOW, this Agreement controls.

1. Services

VeloXP, Inc. ("VeloXP") will design, deploy, and operate the AWI instances described in the SOW for **CosmetiCare** and **Physicians' Assets**. VeloXP provides ongoing monitoring, quality assurance, and optimization of all deployed agents. Managed services include 24/7 autonomous operation within defined guardrails and access to the Mission Control dashboard for human oversight.

2. Fees and Payment

ITEM	AMOUNT	SCHEDULE
Platform Setup & Configuration	\$5,000 one-time	Due upon execution
Monthly Managed AI Workforce Retainer	\$5,000/month NTE	Includes Platform Fee (\$1,000/instance) and Managed AI Ops budget (Developer hours + API usage). All usage trackable in Mission Control. Usage distributed across priority tasks and phased deliverables.
CTO-as-a-Service	\$250/hour	4 hrs/month baseline; non-rollover

Late Payment: Overdue balances accrue interest at **1.5% per month** beginning 30 days after the invoice due date. VeloXP reserves the right to suspend services for balances more than 30 days past due.

Setup Fee (\$5,000): [Stripe Checkout](#)

Monthly Retainer (\$5,000): [Stripe Subscription](#)

3. Term and Termination

Initial Term: This Agreement shall remain in effect for an initial period of **ninety (90) days** from the Effective Date, after which it shall continue on a month-to-month basis unless either party provides written notice of termination.

Termination for Convenience: Either party may terminate this Agreement at any time with **thirty (30) days' written notice**. Monthly fees are prorated to the termination date. Setup fees remain non-refundable.

Termination for Cause: Either party may terminate immediately if the other party materially breaches this Agreement and fails to cure such breach within **thirty (30) days** of written notice.

4. Launch Commitment

VeloXP commits to Phase 1 agent deployment (Iris, Aria, Apex) within 30 calendar days of receiving all required system access. Monthly managed operations fees shall commence only upon completion of initial deployment, but in no event earlier than thirty (30) days following the Effective Date.

5. Intellectual Property

Client Data: All patient records, lien data, and business information remain the exclusive property of Client. VeloXP acquires no ownership rights.

Agent Logic: VeloXP retains ownership of the underlying agent architectures, World Model frameworks, and proprietary workflows. Client receives a non-exclusive license to use agent outputs during the term.

6. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS OR DATA), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VELOXP'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

7. Founding Partner Provisions

7.1 Referral: Client shall receive a 10% revenue share for any clients directly referred and closed, active for the first 24 months.

8. General

This Agreement is governed by the laws of the State of California. Disputes shall be resolved via binding arbitration in Orange County, CA.

VeloXP, Inc.

Devon Niccole / CosmetiCare

SIGNATURE — MAX KOBY, CEO

SIGNATURE — DEVON NICCOLE

DATE

DATE
