

Velocity Network Foundation Steward Agreement

This Steward Agreement (the “**Agreement**”) is entered into between the Velocity Network Foundation, a nonprofit non-stock corporation organized under the laws of the State of Delaware (the “**Foundation**”) and _____ (“**Steward**”), a corporation organized under the laws of _____, and is effective once signed by the Foundation and Steward (the “**Effective Date**”).

Steward was selected to act as and participate as a steward in the Velocity Network, and as such to deploy and run a single node of the Velocity Network distributed ledger.

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- a. **CAO** – Credential Agent Operator (CAO) is any organization running a Credential Agent.
- b. **Change in Control Event** - any of the following events: (i) an acquisition of the Steward by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation), (ii) the acquisition of ownership or power to vote more than 50% of the voting stock of Steward by any one or more affiliated entities in one or more related transactions, (iii) the acquisition of ability to elect more than 50% of the directors, (iv) a sale of all or substantially all of the assets of the Steward.
- c. **Credential** – describes a person’s qualification, achievement, personal quality, or aspect of their background.
- d. **Credential Agent** - a software program or process approved or provided by the Foundation to communicate with the Velocity Network distributed ledger and Credential Wallets.
- e. **Credential Wallet** - an application used by Holders to receive, store, share and manage their Verifiable Credentials.
- f. **Data Protection Laws** - means the GDPR and/or any other data protection and privacy laws, regulations, and regulatory requirements applicable to a party under this Agreement.
- g. **Verifiable Credential** – with respect to a particular Credential, a digital container of such Credential making it verifiable through the use of the Velocity Network.
- h. **GDPR**- means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.
- i. **Inspector/Inspect** – an organization that, or the process by which, an organization receives a Verifiable Credential from a Holder through a direct, peer to peer, connection.
- j. **Issuer/Issue** – an organization that, or the process by which an organization, asserts the Credential information about a Holder to whom a Verifiable Credential is Issued and such Verifiable Credential is shared with such Holder through a direct, peer to peer, connection and the Verifiable Credential’s metadata is written to the Velocity Network distributed ledger.
- k. **NOGC (Node Operator Governance Committee)** – the Node Operator Governance Committee established by the Board (as defined below) or any subsequent body established to govern the technical design, architecture, implementation, and operation of the Velocity Network distributed ledger as a global public utility.

- l. **Personal Information** - means information that relates, directly or indirectly, to an individual, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the data subject.
- m. **Velocity Network** – the distributed ledger that is being run by the stewards, the Credential Agents, Credential Wallets and all other applications and communication protocols used by them to allow Issuing, Inspecting, Verifying and managing Verifiable Credentials.
- n. **Velocity Tokens** – the utility token used on the Velocity Network.
- o. **Verifying**- a process in which by reading from the Velocity Network distributed ledger, an Inspector who received a Verifiable Credential through Inspection, confirms that such Verifiable Credential was Issued to the Holder by a trusted authority, has not been tampered with or counterfeited, and hasn't been revoked.

2. Steward Node Operation

For the sole purpose of enabling the Steward to perform its obligations under this Agreement, the Foundation hereby grants and makes available to the Steward, for the term of this Agreement:

- a. A limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty free, revocable license to run a single node of the Velocity Network distributed ledger (the “**Steward Node**”); provided that the Steward remains in compliance with all of its obligations under this Agreement.
- b. The code, packages and supporting documentation required to run the Steward Node and any relevant patches and updates, as those become available (collectively, the “**Software**”). Steward may only use Software that has been provided or approved by the Foundation when operating the Steward Node as part of the Velocity Network.

3. Steward Obligations

- a. As a steward in the Velocity Network the Steward shall:
 - (i) Operate, maintain and host a Steward Node, 1) at its sole expense, and 2) in compliance with (i) the Second Amended and Restated Bylaws of the Foundation, as may be amended from time to time with communication to Steward (the “**Bylaws**”) and any policies, guidelines and/or requirements (collectively, the “**Policies**”) set by the NOGC, the Board of Directors of the Foundation (the “**Board**”) or any committees thereof, which will be communicated to Steward, and (ii) all applicable laws and regulations, including, but not limited to, Data Protection Laws.
 - (ii) Only use Software that has been made available by the Foundation, and not use any other code or software to run the Steward Node.
 - (iii) NOT, and shall not permit others to: (i) use a derivative work of the Software, on a temporary or permanent basis in connection with the Velocity Network and/or for the purpose of operating the Steward Node; (ii) exceed the license scope as specified in this Agreement; (iii) sublicense, transfer, rent, lease or lend the Software in connection with the Velocity Network; or (iv) directly or indirectly, take or support any action to contest the Foundation’s intellectual property rights.
 - (iv) Implement appropriate security, technical and organizational measures as required by the Policies.

- (v) Conduct such performance, security, and reliability tests, and provide such performance, security, and reliability data to the Foundation as required by any Policies.
 - (vi) Except if and as expressly permitted by Policies, NOT store, copy, analyze, monitor or otherwise use the data on the Steward Node and/or any associated logs.
 - (vii) Promptly, and within no more than 72 hours (or if a Policy requires a different notice period, as stated in such Policy), install and implement patches and updates to the Software, as provided by the Foundation and refrain from operating the Steward Node with an outdated version of the Software.
 - (viii) Promptly, and within no more than 48 hours (or if a Policy requires a different notice period, as stated in such Policy), notify the Foundation in writing of any: 1) security breach, “hacking” or other unauthorized access to the Steward Node, 2) destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed by Steward in connection with the operation of the Steward Node, 3) communications from a third party, including a data subject, regarding the Foundation or the Steward Node which may negatively affect the Foundation and/or the Velocity Network, and 4) government action (including notice of violation and intention to commence action) or other legal measures by any party, affecting Steward’s operation of the Steward Node or otherwise impacting Steward’s participation in the Velocity Network or ability to comply with their obligations under this Agreement or any Policy.
 - (ix) Promptly provide notice to the Foundation of any communications from a third party, including a data subject, regarding the Foundation or the Steward Node, that are not addressed in clause 3(a)(viii) above.
 - (x) Notify the Foundation in writing of any Change in Control Event at least 14 days prior to its effective date.
 - (xi) Promptly provide notice to the Foundation in the event that Steward: (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; or (c) seeks relief, or if proceedings are commenced against Steward or on its behalf, under any bankruptcy, insolvency or debtors relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof (a “**BankruptcyEvent**”).
- b. The Steward expressly agrees that it is responsible for all acts and omissions of its officers, directors, employees, agents, subcontractors and third-party service providers in the course of their duties on behalf of Steward and shall ensure their compliance with this Agreement. To the extent that Steward uses subcontractors or third-party service providers to perform any of its obligations under this Agreement, Steward shall enter into a written agreement with each such subcontractor or third-party service provider containing terms that are no less stringent than those set forth in this Agreement with respect to the Steward’s obligations.

4. The Velocity Network

- a. The Foundation shall be permitted to oversee and administer the operation of the Velocity Network and Steward shall assist the Foundation including by providing any information (other than Personal Information) to the Foundation relating to the Velocity Network. Foundation’s role does not derogate from the obligations and liabilities of the Steward under this Agreement, the Bylaws or Policies. The Foundation shall, at its sole discretion and as exclusive compensation for

operating the Steward Node, compensate the Steward by awarding it Velocity Tokens in an amount and at times and in a manner as set in then current and posted relevant Policies.

- b. As soon as reasonably practicable upon becoming aware, the Foundation shall promptly notify Steward of any government sanctions, regulatory developments or other legal measures affecting Steward's operation of its Steward Node or otherwise impacting such Steward's ability to comply with its obligations under this Agreement.
- c. As soon as reasonably practicable and no later than 96 hours after becoming aware, the Foundation shall notify Steward of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any data transmitted, stored or otherwise processed by Steward in connection with the operation of the Steward Node.

5. Term, Termination and Sanctioning

- a. This Agreement commences on the Effective Date and shall remain in force until terminated by either Party pursuant to this Section 5.
- b. Either Party may terminate this Agreement immediately in the event of any government sanctions or other legal measures that negatively affect Steward's operation of the Steward Node or participation in the Velocity Network.
- c. Steward may terminate this Agreement:
 - (i) For any reason by giving the Foundation a 90 days' prior written notice.
 - (ii) If the Foundation makes changes to any Policies or to the Bylaws, or sets new Policies (collectively, "**Changed Governance Documents**"), which are unacceptable to Steward, by giving the Foundation a two weeks' prior written notice. To terminate under this clause 5(c)(ii), Steward must reasonably show that the termination is related to the Changed Governance Documents. Such notice must be received within 4 weeks of the Changed Governance Documents being provided to Steward.
 - (iii) If the Foundation has materially defaulted in the performance of its obligations under this Agreement and has not cured such default within 30 days of receipt of written notice from the Steward of such default.
- d. The Foundation may terminate this Agreement:
 - (i) Immediately upon:
 - 1) the termination for any reason of Steward's membership as a Member (as defined in the Bylaws) of the Foundation;
 - 2) a determination by the Board that Steward A) is not satisfying its obligations under this Agreement, B) is breaching the Bylaws Policies or any applicable laws, or C) is causing imminent threat to the security, integrity, reputation or availability of the Velocity Network (collectively, "**Steward's Misbehavior**"); and/or
 - 3) Steward's Change in Control Event and/or a Bankruptcy Event.
 - (ii) By giving Steward a 30 days' prior written notice following a determination in good faith by the Board that technical or operational considerations of the Velocity Network require the cessation of the Steward Node.
- e. In the event of a termination of this Agreement for any reason, the Foundation has the right to immediately, in its sole discretion: (A) suspend and/or terminate the Steward Node and the Steward's appointment and remove the Steward from the active pool; and (B) suspend or

terminate all rights granted to Steward under this Agreement including Steward's right to operate the Steward Node or interact with the Velocity Network. Foundation has the right to require that (1) if Steward is not participating in the Velocity Network in any other capacity, it sells all of the Velocity Tokens held by it within 90 days, and (2) the Steward promptly (within 72 hours) ceases operating and deletes the Steward Node, complete all other technical procedures set forth in the applicable Policies, and provide notice of completion of the same to the Foundation.

- f. Notwithstanding anything to contrary, and in addition to all other rights and remedies available to the Foundation under this Agreement and any applicable laws, in the event of any occurrence, in the Foundation's reasonable judgment of Steward's Misbehavior, the Foundation may immediately, in its sole discretion, impose any and all of the sanctions listed in this paragraph (the "**Sanctions**"). Sanctions may be altered, made permanent or lifted by a Board decision. If the Board does not rule with respect to a Sanction within 90 days of the date it was imposed, the Sanction will be lifted. The Sanctions: (A) suspend and/or terminate the Steward Node and the Steward's appointment and remove the Steward from the active pool; (B) suspend any or all rights granted to Steward under this Agreement including Steward's right to operate the Steward Node or interact with the Velocity Network; (C) permanently or temporarily, confiscate, without compensation, any and all Velocity Tokens held by Steward, including by making them unusable, preventing their exchange for fiat currency and/or by any other then available technical means on the Velocity Network to accomplish de-facto confiscation; and/or (D) cease the participation of Steward in the Velocity Network in any other capacity. If the Foundation selects Sanctions (A) or (B), the Foundation has the right to require that the Steward promptly (within 72 hours) ceases operating and deletes the Steward Node and completes all other technical procedures set forth in the applicable Policies and provides notice of completion of the same to the Foundation.

6. Publications; Confidential Information

- a. Steward consents to making available to the public its name and trademark to identify it as a steward as part of the Velocity Network and on its marketing materials. The Foundation will not obtain any right, title or interest in Steward's trademarks by virtue of its use of the trademarks under this Agreement and any additional goodwill associated with the trademarks that is created through the Foundation's use of the trademarks shall inure solely to the benefit of Steward.
- b. Steward grants the Foundation permission to gather, use internally for creating statistics and analytics data and/or publish aggregated and/or anonymous data on the performance and reliability of the Velocity Network and the Steward Nodes.
- c. Provided Steward complies with applicable Policies, Steward may use the following marks: (i) "Velocity Steward" (or the then current term approved by the Foundation to publicly describe a steward in the Velocity Network), to indicate its participation in the Velocity Network as a steward, and (ii) other marks permitted in the Policies to indicate its participation in the Velocity Network. Steward must remove all such marks upon the termination of this Agreement. Any and all Foundation's marks used by Steward are owned by the Foundation. The right of use granted in this provision is a nonexclusive right and license for the Steward to use the marks, as necessary in its activities relating to the Velocity Network. The Steward may use the Foundation's marks only in connection with the exercise of its rights or the performance of its obligations relating to

the Velocity Network. The Steward shall comply with any reasonable policies that the Foundation may establish with respect to the use of the marks, including but not limited to those specified in the Policies. The Steward's use of the Foundation's marks pursuant to this Agreement will inure to the benefit of the Foundation.

- d. Confidential Information might be made available to Steward, while operating the Steward Node. For the purposes of this Agreement, "Confidential Information" means any and all information, data and know-how of a private, non-public or confidential nature, in whatever form, that is made known or available to Steward in connection with, or as a result of, its role as a steward and/or its operation of a Steward Node. "Confidential Information" shall not include information or any matter that Steward can demonstrate by written and dated evidence: (a) was already known to Steward from a source other than Foundation and not through its operation of the Steward Node, prior to disclosure; (b) was independently developed by Steward without use of, or reference to, the Confidential Information; (c) has become a part of the public knowledge, through no fault of, or breach of this Agreement; (d) was lawfully received by Steward from another person or entity having no confidentiality obligation to the Foundation or its affiliates; or (e) is explicitly approved in writing by the Foundation for release by Steward. For the avoidance of doubt, this section shall not be interpreted to apply to data not received under this Agreement or received outside the scope of Steward's role operating a Steward Node. Steward shall treat all Confidential Information as strictly confidential, and except as expressly contemplated hereunder it shall: (a) not, directly or indirectly use or otherwise exploit or disclose Confidential Information for any other purpose other than for performing hereunder; (b) protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event using less than a reasonable degree of care; (c) restrict disclosure of the Confidential Information to those directors, officers, employees, agents, consultants, contractors, or representatives of itself or of its affiliates ("**Representatives**") who clearly have a need-to-know such Confidential Information; (d) advise such Representatives of their obligations to comply with this Agreement, and Steward shall be liable for any failure of its Representatives to comply with this Section; and (e) notify the Foundation immediately upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. In the event that Steward becomes legally compelled to disclose any of the Confidential Information, it will provide the Foundation with prompt notice thereof so that the Foundation may seek a protective order or other appropriate remedy against the disclosure, and in any event, will limit the disclosure to the greatest extent reasonably possible under the circumstances. Steward acknowledges that a breach of this Section will cause irreparable damage to the Foundation that cannot be calculated or that cannot be adequately compensated for by money damages and, accordingly, the disclosing party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

7. Intellectual Property

- a. No rights in and to the Software other than the limited license rights expressly set forth herein are granted to Steward in this Agreement. Steward acknowledges and confirms that as between

the parties to this Agreement, all right, title and interest in and to the Software (including, without limitation, any of their respective components and all contributions, derivatives, enhancements, improvements and modifications thereto) and other intellectual rights or assets (including, without limitation, copyrights, trade secrets, trademarks, etc.), related to the Software and associated documentation and services, are and shall remain the sole property of the Foundation protected under copyright laws, patent law, and/or other laws protecting intellectual property rights and international treaties. Nothing in this Agreement constitutes a waiver of Foundation's intellectual property rights under any law. Nothing herein shall be deemed a transfer of rights or ownership in any Steward's proprietary software or materials.

- b. Notwithstanding anything to the contrary, in the event Steward provides Foundation with any suggestions, comments or other feedback relating to the Software, or if Foundation generates any knowledge in connection with the operation of the Steward Node including any related services (collectively "**Feedback**"), whether such Feedback is provided or generated (as applicable) prior to, on or after the term of this Agreement, such Feedback shall become the sole and exclusive property of Foundation, and Steward hereby irrevocably assigns to Foundation and/or its affiliates all of its right, title and interest in and to such Feedback.
- c. Except for usage rights explicitly set forth in this Agreement, Steward does not have any rights to the Foundation's trademarks or service marks. The Steward will not remove or modify any Software markings or any notice of the Foundation's proprietary rights.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND THE FOUNDATION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE SOFTWARE, OR THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR DATA OBTAINED OR DERIVED THROUGH THE USE OF THE SOFTWARE OR THE VELOCITY NETWORK.

9. Indemnification

- a. To the fullest extent permitted by applicable law, Steward will indemnify and hold harmless the Foundation, its affiliates, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the "**Foundation Parties**") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (i) Steward's access to or use of the Software in violation of this Agreement; (ii) Steward's violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights), except to the extent arising from Steward's use of the Software in the form and in the manner provided by the Foundation according to the terms of this Agreement; or (iii) Steward's violation of applicable law.
- b. Steward agrees to promptly notify the Foundation in writing of any Claims, cooperate with the Foundation in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). Steward also agrees that the Foundation Parties will have sole control of the defense or settlement, at the Foundation's sole option, of any Claims; however, if the cost of a single Claim is more than 10 million USD, the Foundation shall use reasonable efforts to consult Steward with respect to such Claim. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between

Steward and the Foundation or the other Foundation Parties.

10. Limitation of Liability

- a. Steward recognizes that every business decision represents an assumption of risk and that Steward assumes full responsibility for determining and complying with the applicability of international, federal, state, and/or local laws, ordinances, statutes, and regulations that may apply at the time, based upon Steward's handling, treatment, storage, filing and other processing of the Personal Information, including cross-border transfers of data, and the scope and nature of the Personal Information itself. Currently, privacy and related protection laws are in a changing state and it is the responsibility of the Steward to conform to those newly advancing pieces of legislation as they become effective.
- b. The Foundation is solely the architect and administrator of the Velocity Network. In no event will the Foundation be held liable for the actions or omissions of Steward, other stewards, CAOs, Issuers, Inspectors, Credential Wallets and any other participants in the Velocity Network.
- c. EXCEPT IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF THE OTHER PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

EXCEPT IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED \$250,000 USD IN THE AGGREGATE. IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, AND STEWARD'S LIABILITY UNDER THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, THERE SHALL BE NO DOLLAR CAP ON SUCH PARTY'S LIABILITY UNDER THIS AGREEMENT.

11. Governing Law and Forum

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of New York and without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts located in New York, NY to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

12. Informal Dispute Resolution; Arbitration

The parties agree that most disputes can be resolved without resorting to litigation. The Parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit or arbitration. If, after good faith negotiations the Parties are unable to resolve the dispute, the Parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to New York law and exclusively by binding arbitration before a single arbitrator with the Judicial Arbitration and Mediation Service (JAMS) and pursuant to the then existing arbitration rules at JAMS. If the Parties cannot agree

upon selection of an arbitrator, then JAMS shall appoint an arbitrator experienced in the enterprise software industry. The place of the arbitration will be New York, New York unless otherwise agreed upon by the Parties. The arbitration will be conducted in English. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction. The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth herein is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the portions of this Section mandating arbitration shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Notwithstanding the foregoing, the Foundation shall be entitled to seek injunctive relief to stop unauthorized use of the Steward Node and Foundation's intellectual property. The Parties agree that the prevailing Party in any action or proceeding to enforce any right or provisions under this Agreement, including any arbitration or court proceedings, will be entitled to recover its reasonable costs and attorneys' fees.

13. Miscellaneous

- a. **Notice.** Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally or electronically delivered to the respective Party to whom it is directed, or, within 3 days, when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Parties at the addresses set forth below opposite their signatures to this Agreement.
- b. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- c. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. Neither Party shall make any proposals, promises, warranties, guarantees, or representations on behalf of the other Party or in the other Party's name with respect to the subject matter hereof without such Party's explicit written consent. This paragraph shall not apply to the relationship between Steward and the Foundation in Steward's capacity as a Member of the Foundation.
- d. **Assignment.** Neither Party will assign or transfer this Agreement without the other Party's express prior written consent.
- e. **Entire Agreement.** This Agreement, including all documents incorporated into this Agreement by reference, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements and understandings of the Parties, whether written or oral, with respect to such subject matter.
- f. **Waiver.** No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of a Party to enforce any rights granted hereunder or to take

action against the other Party in the event of any breach hereunder shall not be deemed a waiver by such Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

- g. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- h. **Survival.** Any terms that by their nature survive termination or expiration of this Agreement shall survive.

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Velocity Network Foundation

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Steward

Steward name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____
