

## **WE WANT YOU!**

**As our Valued Dealer, we need to protect You and Your Market. As the Manufacturer we have to protect ourselves ...**

### **We must protect Our mutual Investment!**

**Nowadays, maintaining your "Customer-Ownership" is very important in safeguarding your investment and of course, your only investment is your time, no obligation to purchase or sales quotas to meet while collaborating as a Trusted Partner.**

**Please take a few moments to read this agreement thoroughly (especially the underlined parts), let us know if you need any clarification or would like to add or modify something.**

**Our contract managers are available to help you join our Team!**

### **When you're done ...**

- 1. Fill in the spaces with your company info (below 1. Premise)**
- 2. Sign it (at the bottom)**
- 3. Send it to our email [info@arpro-solutions.com](mailto:info@arpro-solutions.com)**
- 4. Be ready for us to respond to determine Your Classification Level, so Your expectations can be fulfilled**
- 5. Enjoy your Welcome to the Family**

**Thank you for your continued interest and your trust. Our team believes strongly in our commitment to members of our organization. We urge you to go ahead and test us in this.**

***We Want You!***

## @/Arpro Software Dealer Agreement

### 1. Premise

This Dealer Agreement is made on, DATE SPECIFIED BELOW (\*) (the "Initial Date" being then "Effective Date") between Arpro Solutions, LLC, whose principal place of residence is at 692 Seabrook Court, Altamonte Springs, FL 32714, a Florida corporation with its principal place of business at 692 Seabrook Court, Altamonte Springs, FL 32714, email [info@arpro-solutions.com](mailto:info@arpro-solutions.com) (referenced herein as "PARTY A") and the Dealer, with all the company references written in the mandatory spaces below, (referenced herein as "PARTY B").

PARTY B NAME \_\_\_\_\_

PARTY B RESIDENCE \_\_\_\_\_

CORP. JURISDICTION \_\_\_\_\_

PRINCIPAL ADDRESS \_\_\_\_\_

BUSINESS EMAIL \_\_\_\_\_

DATE (\*) \_\_\_\_\_

### 2. Definitions

"Authorized Dealer" means a Non-exclusive dealer, that markets, sell or incorporates for resale the "PARTY A" Products or Support Services referenced in **3. Appointment of Dealer**.

"Resellers" means a Dealer ("PARTY B"), Non-exclusive dealer, that markets, sells or incorporates for resale the "PARTY A" Products or Support, without engaging in the "Support Services" itself.

"Dealer Classification" means the class level at which "PARTY B" operates with the "Products" (Level A, Level B or Level C).

"Support Services" or "Support Services Plan" refers to the services guaranteeing the maintenance of the Software (Products referenced in **3. Appointment of Dealer**); services regulated by an agreement between the "END USER" and "PARTY A" named "End User License Agreement for @/Arpro products" ("EULA").

"Products" means the software or services, as recorded in the "EULA".

The "Products" are aimed at acquired users ("END USER") or possible users ("USER"). "PARTY A"'s "Products" are supported by relative manuals, being periodically updated with the release of the Software, ("USER MANUALS", subject to change without notice).

“Trial Mode” refers to a record-limited Product, allowing the “USER” to begin the process of data entry.

“Business Day” means a day other than a Saturday, a Sunday or any other day on which the principal banks located in New York, New York are not open for business.

“Current Term” is defined in section **13. Term.**

“Delivery Date” is defined in section **4. Orders.**

“Encumbrances” means any pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options, adverse claims or encumbrances of any kind.

“Governmental Authority” means: (a) any federal, state, local or foreign government and any political subdivision of any of them; (b) any agency or instrumentality of any such government or political subdivision; (c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law); (d) any arbitrator, court or tribunal of competent jurisdiction.

“Initial Term” is defined in section **13. Term.**

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing).

“Law” means: (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment; (b) any official directive, protocol, code, guideline, notice, approval, order, policy or other requirement of any Governmental Authority having the force of law.

“Legal Proceeding” means any claim, investigation, hearing, legal action or other legal, administrative, arbitral or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

“Permits” means all material licenses, franchises, permits, certificates, approvals and authorizations, from Governmental Authorities necessary for the ownership and operation of the party’s business.

“Purchase Order” is defined in section **4. Orders.**

“Taxes” includes all taxes, assessments, charges, duties, fees, levies and other charges of a Governmental Authority, including income, franchise, capital stock, real

property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority and any liability for any other person as a transferee or successor by Law, contract or otherwise.

### **3. Appointment of Dealer**

**Authorization, Appointment.** "PARTY A" hereby authorizes and appoints "PARTY B" and "PARTY B" accepts the authorization and appointment, as "PARTY A"'s Non-exclusive dealer, to market, sell or incorporate for resale the "PARTY A" Products or Support Services (both referenced as "Products"), listed in "PARTY A"'s current price list, published on the reserved dealer area on "PARTY A"'s website [www.arpro-solutions.com](http://www.arpro-solutions.com).

### **4. Orders**

**Purchase Orders.** "PARTY B" shall submit all orders for Products to "PARTY A" by email, (each "Purchase Order") and include in each Purchase Order each Product it is ordering, identified by Product name, quantity and "Delivery Date".

The "Delivery Date" allows reasonable time for "PARTY A" to receive, review and process the Purchase Order.

### **5. Accepting, Modifying and Rejecting Purchase Orders**

**By Notice.** Within 5 (five) Business Days of receiving a Purchase Order from "PARTY B", "PARTY A" shall accept, reject or propose a modification to the Purchase Order. In the case of rejection or proposed modification, "PARTY A" will notify "PARTY B" by sending "PARTY B" written notice.

**Deemed Acceptance.** If "PARTY A" fails to notify "PARTY B" of its rejection or proposed modification within 10 (ten) Business Days, "PARTY B" may deem that "PARTY A" accepted the Purchase Order.

**Cancelling Purchase Orders.** "PARTY B" may, at no expense to itself, cancel part or all of a Purchase Order up to 2 (two) Business Days before the "Delivery Date".

### **6. Protecting Commercial Negotiations.**

**Investment Protection and Customer Ownership.** When an "END USER" of @/Arpro Programs is acquired by "PARTY B" (Dealer), "PARTY B" has the right to claim, over any other "Authorized Dealers", the "END USER" in all commercial negotiations concerning @/Arpro Programs (Products). As long as this contract is valid, current, not

expired or terminated (13. Term), the "END USER" of @/Arpro Programs "commercially belongs" to the initial Dealer ("PARTY B").

**Open Negotiation.** With an @/Arpro Programs commercial negotiation in progress with a "USER" (not yet acquired), in advance, "PARTY B" can safeguard its dealings for 90 (ninety) Business Days, by notifying "PARTY A" of detailed open negotiations in writing (a unique policy offered to Dealers).

**"Support Services" for "END USERS" of other Dealers ("Resellers" Only).** "PARTY A" can offer to local qualified "PARTY B" "Support Services" centers, "END USERS" of technically unqualified "Resellers". Commissions will be paid by "PARTY A", according to the corresponding "Dealer Classification" and the current price list, to "PARTY B" ("Resellers" and "Support Services" centers). In this case, "PARTY A" shall be the sole party to invoice the "END USER" for "Support Services".

## 7. Product Materials

**Marketing and Informational Materials.** "PARTY A" shall provide "PARTY B" with the marketing, promotional and other information in English (or Spanish upon request) about the Products that "PARTY A" typically provides to other dealers. Many of these Materials are available on "PARTY A"'s website [www.arpro-solutions.com](http://www.arpro-solutions.com).

## 8. Acceptance and Rejection of Product Deliveries

**Acceptance.** If in "PARTY B"'s opinion the Products satisfy the specifications of the applicable Purchase Order, "PARTY B" shall accept the Products and notify "PARTY A" that it is accepting them.

**Deemed Acceptance.** "PARTY B" will be deemed to have accepted Products if "PARTY B" fails to notify "PARTY A" on or after 10 (ten) Business Days from the "Delivery Date".

**Changes to Products.** "PARTY A" may discontinue or modify the Products, modify the Product specifications or replace the Products with similar "PARTY A" or third-party products, except that "PARTY A" may not discontinue, modify or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by Law.

## 9. Price

**Price for "PARTY B".** "PARTY B" shall pay "PARTY A" 's current list price for each Product, at "PARTY B"'s "Discount" (**Resale Prices**).

**Discount.** "PARTY B"'s "Discount" is the assigned percentage at which classification "PARTY B" operates (Level A, B or C). The classification of the Dealers is agreed between the parties for those who have the prerequisites and can be changed in the course of the contractual relationship (at the discretion of "PARTY A"). This change will be in effect from a "now-on basis".

**Resale Prices.** “PARTY B” may determine its own retail prices, taking into account suggested retail prices provided by “PARTY A”, with the current and official Dealer Price List published on “PARTY A”'s website <https://arpro-solutions.com/partner-dealer-portal-area/> and only accessible with a password.

## 10. Changes to Prices

**Notice of Upcoming Changes.** If “PARTY A” changes its list prices, “PARTY A” shall give “PARTY B” 1 (one) month notice before implementing those changes. The line of Lite Edition Programs, published on “PARTY A”'s general website, are excluded, due to periodic promotions. These Entry-level programs are relative to customers with minimal basic needs which is the smallest portion of our market. The line of Lite Edition Programs includes: @/Arpro Le, @/Arpro TA -Treasury module and @/Arpro Erp - Job Orders module.

**No Effect on Outstanding Purchase Orders.** Changes to “PARTY A”'s list prices will not affect any Purchase Orders already submitted. Quotes already in progress and dated on or within 2 (two) months before the list price change will be honored.

### **Most Favored Customer.**

If “PARTY A” sells Products to any third-party at a price lower than what it charges “PARTY B” for those Products, “PARTY A” shall pay “PARTY B” the difference between what it charged “PARTY B” and the price it charged the third-party.

**Sales Channels.** Dealers are the only ones that can sell “PARTY A”'s full enterprise Programs; excludes the line of Lite Edition Programs (**10. Changes to Prices, Notice of Upcoming Changes**).

## 11. Payment

**Invoice Procedure and Delivery.** “PARTY B” shall send order(s) by email to “PARTY A”, then upon approval, “PARTY A” will send a confirmation and payment terms. “PARTY A” shall send invoice with a paid status to “PARTY B” for order(s) of Products submitted, confirmed by both parties and paid. The Payment Terms of the products are settled by Bank Transfer, Major Credit Card, Cash or Check, pertaining to your order(s).

### **Payment Terms.**

We have two payment lines available: for orders relating to new companies (new customers) or for customers already acquired:

- Payment in advance for new companies
- Net 30 for existing @/Arpro “Products” customers

**Taxes.** Payment amounts under this agreement do not include Taxes, and “PARTY B” shall pay all Taxes applicable to payments between the parties under this agreement.

**Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month, 12.68% annually or the maximum allowed by Law, whichever is less.

## 12. Product Deliveries and Activation

**Product and Updates Deliveries.** From "PARTY A"'s website, all of the Products installation kits and relative updates are available on <https://arpro-solutions.com/user area/>. "PARTY B" or its "USER" can download, install or update the Programs (to have access to periodic updates a "Support Services Plan" is required).

**Product Activation Process.** Having installed the paid Products and after the login phase, the Software displays the company/activation tab window. Upon entering the corresponding "USER" company data, press the activation tab. In this window, enter the "USER" company name, EIN (if you do not have one, insert 0000000000) and the number of Licenses purchased then press the "License Agreement" button to agree (or reject). By agreeing and pressing the newly activated "S/N Request" button, an email will be created with the necessary data to generate the Products serial number; upon "PARTY B"'s approval, send it to "PARTY A". When approved, "PARTY A" will reply to this email, containing the serial number(s) which then needs to be inserted in the corresponding Products or Modules field. After Software activation, access will be granted for the full functionalities of the purchased Products or Modules, without any record limitations as with the "Trial Mode".

## 13. Term

**Initial Term.** The initial term of this agreement will begin on the "Initial and Effective Date" (Section 1. **Premise**) and continue for 24 (twenty-four) months, unless terminated earlier.

**Automatic Renewal.** Subject to the next paragraph **Election Not to Renew**, at the end of each Term this agreement will automatically renew for a Renewal Term equal to the number of months indicated in the paragraph **Initial Term**, unless terminated earlier.

**Election Not to Renew.** Either party may elect not to renew this agreement, by providing written notice to the other party at least 45 (forty-five) Business Days before the end of the Term.

**Term Definition.** "Term" means either the Initial Term or the then-current Renewal Term.

## 14. Representations

### Mutual Representations

**Existence.** The parties are duly organized and validly existing under the Laws of the jurisdictions of their respective incorporation or formation.

**Authority and Capacity.** The parties have the authority, other power and capacity to enter into this agreement.

**Execution and Delivery.** The parties have duly executed and delivered this agreement.

**Enforceability.** This agreement constitutes a legal, valid and binding obligation, enforceable against the parties according to its terms.

**No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect that might affect the party's performance of its obligations under this agreement.

**No Breach.** Neither party's execution, delivery or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, any Law to which it is subject, any judgment, Order or decree of any Governmental Authority to which it is subject or any agreement to which it is a party or by which it is bound.

**Permits, Consents and Other Authorizations.** Each party holds all permits and other authorizations necessary to own and operate its properties and conduct its business as it is now carried on.

**No Disputes or Proceedings.** There are no Legal Proceedings pending, threatened or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

**No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution or winding up.

## 15. "PARTY A"'s Representations

**Ownership.** "PARTY A" is the sole owner of the Products, free of any claims by a third-party or any "Encumbrance".

**Legal Right.** "PARTY A" has the exclusive right to transfer the Products.

**No Infringement.** "PARTY A"'s sale of the Products does not infringe on or constitute a misappropriation of the Intellectual Property or other rights of any third-party.

## 16. Limited Warranties

**"PARTY A" Products.** All "PARTY A" Products are covered by "PARTY A"'s Limited Warranty statements that are provided in the End User License Agreement for @/Arpro Products (EULA), attached with the Programs.

**Third-Party Products.** Non-"PARTY A"-branded products receive warranty coverage as provided by the relevant third-party supplier.

**Software Warranty Period.** "PARTY A" hereby warrants that for the Warranty Period (defined in the "EULA"), that when operated according to the "USER MANUALS", Software will perform substantially according to the functional specifications listed in the "USER MANUALS" themselves.

**No Other Obligation.** "PARTY A"'s obligation to repair or replace defects under this section will be "PARTY B"'s sole remedy for defects, for the Warranty Period (defined in the "EULA").

## 17. No Other Warranties

**“As-Is”.** Unless otherwise listed in this agreement, Products are provided “as-is”, with all faults, defects, bugs and errors.

**No Warranty.** Unless otherwise listed in this agreement and in the “EULA”, “PARTY A” does not make any warranty regarding the Products, which includes that “PARTY A” disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of title, non-infringement, quiet enjoyment, merchantability or integration, fitness for a particular purpose.

**Intellectual Property.** Except for rights expressly granted under this agreement and in the “EULA”, nothing will function to transfer any of either party’s Intellectual Property rights to the other party and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement and in the “EULA” or developed outside the scope of this agreement and in the “EULA”.

## 18. Dealer (“PARTY B”) Responsibilities

**Marketing.** “PARTY B” shall use reasonable efforts to market, advertise and otherwise promote and sell the Products in the territory, provided “PARTY B” is classified as a retailer.

**Employee Training.** “PARTY B” shall ensure that any of its employees who are responsible for the marketing, sales and technical support services for the Products have proper skill, training and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs “PARTY A” requires.

**Markings and Notices.** “PARTY B” will not remove or alter any trademarks, Product identification, notices of any proprietary or copyright restrictions or other markings or notices that appear on the Products or their packaging.

**No Reverse Engineering.** “PARTY B” will not create or attempt to or aid or permits others to, create by reverse engineering, disassembly, decompiling or otherwise, the internal structure, the source code, hardware design or organization of any Product, unless expressly permitted by Law, will not copy, modify, translate or create derivative works of software included in any Product, unless “PARTY A” consents in writing or separates the Product into component parts for distribution or transfer to a third-party.

**Internal Use.** “PARTY B” will not use Products for its internal use, unless “PARTY A” consents in writing or “PARTY B” purchased the Products for its own use. In special circumstances and at “PARTY A”'s discretion, an NFR, (Not For Resale License) is available.

**End User Information.** On “PARTY A”'s request and to the extent permitted by Law, “PARTY B” shall provide “PARTY A” with “END USER” or “USER” contact information.

## 19. License Grants

**Software License Grant.** "PARTY A" hereby grants "PARTY B" a non-transferable, non-exclusive, non-sublicensable license to use and distribute any software incorporated in Products solely for use by customers in and in connection with their use of Products.

**Documentation License Grant.** "PARTY A" hereby grants to "PARTY B" a non-transferable, non-exclusive, non-sublicensable license to reproduce or transmit documentation "PARTY A" provides "PARTY B" for marketing, selling and distributing the Products, reproduce and transmit any user manuals and other documentation "PARTY A" creates for customers in connection with the Products.

**"PARTY A" Trademark License Grant.** "PARTY A" hereby grants to "PARTY B" a non-transferable, non-exclusive, non-sublicensable license to use "PARTY A"'s name, trademarks, logos and other identifying information on marketing literature, advertising, promotions, customer information and programs "PARTY B" creates in connection with the Products, subject to "PARTY A"'s written approval in each instance.

**Trademark Use.** "PARTY B" shall comply with all of "PARTY A"'s policies regarding the use and display of "PARTY A"'s name, trademarks, logos and other identifying information that "PARTY A" provides to "PARTY B" in writing.

## 20. Compliance with Laws.

Each party shall comply with all applicable Laws relating to this Agreement and notify the other party if it becomes aware of any non-compliance in connection with this section.

## 21. Publicity

**Consent.** Neither party will use the other party's name, logo, or trademarks or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

**No Unreasonable Delay.** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

## 22. Termination

**Termination on Notice.** Either party may terminate this agreement for any reason in 45 (forty-five) Business Days in written notice to the other party.

**Termination for Material Breach.** Each party may terminate this Agreement with immediate effect by delivering written notice of the termination to the other party, if the

other party fails to perform, has made or makes any inaccuracy in or otherwise materially breaches, any of its obligations, covenants or representations.

**Termination for Insolvency.** If either party becomes insolvent, bankrupt or enters receivership, dissolution or liquidation, the other party may terminate this agreement with immediate effect.

### **23. Effect of Termination**

**Termination of Obligations.** Subject to paragraph **Payment Obligations**, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

**Payment Obligations.** Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered or expenses already incurred and refund any payments received but not yet earned, including payments for services not rendered, work not performed, goods not delivered or expenses forwarded.

**No Further Liability.** On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement or arising after the termination or expiration of this agreement and in connection with sections 11. **Payment** and 22. **Termination**.

### **24. Indemnification**

**Indemnification by "PARTY B".** "PARTY B" (as an indemnifying party) shall indemnify "PARTY A" (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third-party or "PARTY A" and arising out of "PARTY B" 's breach of its obligations, representations, warranties or covenants under this agreement.

**Indemnification by "PARTY A".** "PARTY A" (as an indemnifying party) shall indemnify "PARTY B" (as an indemnified party) against all losses and expenses arising out of any proceeding brought by a third-party and arising out of a claim that "PARTY B"'s sale of Products infringes the third-party's Intellectual Property rights.

**Mutual Indemnification.** Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding brought by either a third-party or an indemnified party and arising out of the indemnifying party's willful misconduct or gross negligence.

**Exclusions.** Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully, negligently or intentionally to cause those losses.

## 25. Notice and Failure to Notify

**Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

**Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

**Defense.** The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

**Authority to Contest, Pay or Settle.** The indemnifying party may contest, pay or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision does not require the indemnified party to make any admission that it acted unlawfully, does not affect any other legal proceeding against the indemnified party, provides that the indemnifying party will pay the claimant's monetary damages in full and requires claimant release the indemnified party from all liability related to the proceeding.

**Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section

## 23. Indemnification.

## 26. Limitation on Liability

**Mutual Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative or that the breaching party could not reasonably have foreseen on entry into this agreement.

**"PARTY A"'s Maximum Liability.** "PARTY A"'s aggregate liability under this agreement will not exceed the amount of fees "PARTY B" has paid to "PARTY A". For all claims related to this agreement "PARTY A" shall be limited to the amount paid for the Products during the 6 (six) months prior to such claim.

## 27. General Provisions

**Entire Agreement.** The parties intend that this agreement, together with other documents that are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter and replace all of the parties' previous discussions, understandings and agreements relating to the subject matter of this agreement.

**Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**Amendment.** This agreement can be amended only by a writing signed by both parties.

## **28. Relationship of the Parties**

**No Relationship.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture or employee/employer relationship between the parties.

**No Authority.** Neither party will have the authority to and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

**Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

## **29. Notices**

**Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the party's address specified in this agreement or to the address that a party has notified to be that party's address for the purposes of this section.

**Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it or if mailed, the earlier of the other party's receipt of it and the 5<sup>th</sup> (fifth) business day after mailing it.

## **30. Dispute Resolution**

**Arbitration.** Any dispute or controversy arising out of this agreement will be settled by arbitration in Florida, U.S.A., according to the rules of the American Arbitration Association then in effect and by 3 (three) arbitrators.

**Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.

**Arbitrator's Authority.** The arbitrator will not have the power to award any punitive or consequential damages.

**Governing Law.** This agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

## **31. Waiver**

**Affirmative Waivers.** Neither party's failure nor neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

**Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.

**No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

**No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

**Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

## **32. Interpretation**

### **References to Specific Terms**

**Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue or expense is required to be determined or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States (“GAAP”).

**Currency.** Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.

**Including.** Where this agreement uses the word “including”, it means “including without limitation” and where it uses the word “includes”, it means “includes without limitation.”

**Knowledge.** Where any representation, warranty or other statement in this agreement or in any other document entered into or delivered under this agreement, is expressed by a party to be “to its knowledge” or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means: the then-current, actual knowledge of the directors and officers of that party and the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

**Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations and policies made under that statute and any provision that amends, supplements, supersedes or replaces that statute or those rules or policies.

**Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

**Headings.** The headings used in this agreement and its division into sections and other subdivisions do not affect its interpretation.

**Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.

**Construction of Terms.** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.

**Conflict of Terms.** If there is any inconsistency between the terms of this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

**Binding Effect.** This agreement will benefit and bind the parties and their respective heirs, successors and permitted assigns.

**33. Dealer Level Classifications**

This section defines the type of Dealer Level Classification, based on experience and settled negotiations between the parties, thus finding the best fit for "PARTY B" (at the discretion of "PARTY A").

Level A: dedicated to total customer support; resell, offers, demos and technical assistance ("Support Services")

Level B: entitled to resell and also have administrative management, including offers and demos

Level C: only commercial signaling

These checkboxes are reserved to "PARTY A".

This agreement has been signed by the parties.

"PARTY A" REP. NAME: MR. VALERIO NALON

"PARTY A" SIGNATURE: \_\_\_\_\_

"PARTY A" TITLE: OWNER, ARPRO SOLUTIONS, LLC

"PARTY B" REP. NAME: \_\_\_\_\_

"PARTY B" SIGNATURE: \_\_\_\_\_

"PARTY B" TITLE: \_\_\_\_\_