

Visionify Partner Terms of Service Agreement

Last Updated: September 28, 2026 (Version 2.2)

This Partner Terms of Service Agreement (“**Agreement**”) is entered into between the applicable Visionify Entity (as defined below, “**Visionify**,” “**Company**,” “**we**,” “**us**,” or “**our**”) and the entity identified as the partner in the Partner Portal or on the signature page (“**Partner**,” “**you**,” or “**your**”). It governs Partner’s participation in the Visionify Partner Program as a Referral Partner or an Authorized Reseller. “**Visionify Entity**” means (i) Visionify Inc., a Delaware corporation, with offices at 1499 W 120th Ave, Ste 110, Westminster, CO 80234, USA; or (ii) Visionify India Pvt. Ltd., an Indian private limited company, with offices at 4th Floor, Golden Heights, Plot 9/1, Opp. IT Raheja Park, Sector 3, Huda Techno Enclave, HITEC City, Hyderabad, Telangana 500081, India, as identified in Partner’s approval notice or onboarding documentation (and, if none is identified, Visionify Inc.). Partner accepts this Agreement as described in Section 19.8.

1. Definitions

- “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of at least fifty percent (50%) of the outstanding voting securities or beneficial interest in such entity.
- “**Authorized Reseller**” means a Partner that Visionify has approved in writing (including through the Partner Portal) to purchase Visionify subscriptions at the Partner Price and resell them to Customers in Partner’s own name under Section 6A.
- “**Confidential Information**” means all non-public, proprietary, or confidential information disclosed by a party, including pricing, roadmaps, technical information, security information, customer lists, marketing strategies, financial information, business plans, and trade secrets.
- “**Commission Period**” has the meaning given in Exhibit A.
- “**Commission Schedule**” means Exhibit A, as published with this Agreement at <https://visionify.ai/partner-tos> and in the Partner Portal, and as updated under Section 19.2.
- “**Competing Product**” means any product or service, other than Visionify Products, that applies computer vision, video analytics, or artificial intelligence to camera or image data for workplace safety, health, or security use cases of the type Visionify offers.
- “**Customer**” means any third party that purchases, licenses, or subscribes to Visionify Products (as defined below).

- **“Documentation”** means user manuals, technical guides, and other written or electronic materials provided by Visionify describing the functionality and use of Visionify Products.
- **“Intellectual Property Rights”** means all intellectual property rights worldwide, including patents, copyrights, trademarks, trade dress, domain names, trade secrets, and other proprietary rights.
- **“Order Form”** means a transaction document executed by Visionify (and, where applicable, the Customer) that identifies Visionify Products, quantities, fees, payment terms, term, and any other applicable commercial terms.
- **“Net Revenue”** means Subscription Fees actually received by Visionify from a Customer, net of taxes, credits, refunds, chargebacks, and discounts. Net Revenue excludes hardware and edge devices, implementation and installation, professional services, Custom Scenario development, training, shipping, travel, and amounts collected on behalf of third parties.
- **“Subscription Fees”** means recurring fees for access to and use of Visionify Products, including per-camera licenses, platform access, included hosting, and recurring add-ons, including fees for a paid pilot or proof of concept.
- **“Partner of Record”** means the single partner that holds the approved Registered Lead for a Customer under Exhibit A.
- **“Referral Partner”** means a Partner participating as described in Section 2.5(a).
- **“Partner Price”** means the price an Authorized Reseller pays Visionify, calculated as set out in Exhibit A.
- **“List Price”** means Visionify’s then-current standard price for the applicable Visionify Product, as published in the Partner Portal or provided by Visionify on request.
- **“Lead”** means a prospective customer opportunity submitted by Partner via the Partner Portal that includes, at minimum: legal name, website, country, use case, forecasted close date, and decision-maker contact.
- **“Registered Lead”** means a Lead that Visionify has approved in the Partner Portal or in writing (email sufficient), for an organization that is not a Visionify Account and is not covered by another partner’s valid registration.
- **“Customer License Agreement” or “CLA”** means Visionify’s then-current customer-facing agreement governing Customer’s use of Visionify Products (as updated per its terms).
- **“Partner Commission Program”** means Visionify’s then-current commission policy, including eligibility rules, rates, lookback/lock periods, clawbacks, and payment processes, incorporated herein by reference and set out in **Exhibit A (Commission Schedule)**.
- **“Partner Portal”** means Visionify’s online platform for authorized partners.
- **“Territory”** means a geographic area or market segment in which Partner holds specific rights, if any, under a written addendum signed by an officer of Visionify. Unless such an addendum exists, Partner has no Territory. A country, region, or

market shown in the Partner Portal, in a partner directory listing, in a proposal, or in correspondence does not create a Territory.

- **“Visionify Products”** means the software, services, and related products offered by Visionify.
- **“Visionify Account”** means any organization that, when a Lead is submitted: (a) is, or in the prior twenty-four (24) months was, a Visionify customer; (b) has an active or completed trial, pilot, or proof of concept with Visionify; or (c) is in a documented sales process with Visionify or another partner (for example, a meeting, demonstration, proposal, or quote in the prior ninety (90) days). A Visionify Account includes all of that organization’s Affiliates, divisions, business units, and sites worldwide. Customers named in Visionify’s case studies, customer logos, or references are Visionify Accounts.

2. Appointment and Authorization

2.1 Non-Exclusive Appointment. Visionify appoints Partner, on a non-exclusive basis, as a Referral Partner or, if Visionify approves under Section 6A, as an Authorized Reseller. Visionify may sell Visionify Products directly, and may appoint any number of other partners, in any country or market (including where Partner operates) without obligation to Partner, except the deal protection for Registered Leads in Section 7 and Exhibit A.

2.2 Authority and Limitations. Partner is authorized solely to market and refer Visionify Products (and, if an Authorized Reseller, to resell them) in accordance with this Agreement. Partner shall not bind Visionify to any agreement, warranty, SOW, or customer term without Visionify’s prior written consent.

2.3 Qualification Requirements. Partner represents and warrants that it: (a) has the necessary business licenses and permits; (b) possesses adequate technical and sales capabilities; (c) maintains required insurance; and (d) will comply with applicable laws and regulations.

2.4 Training & Certification. Partner shall ensure personnel selling or supporting Visionify Products complete and maintain Visionify’s then-current enablement requirements.

2.5 Partner Types. (a) **Referral Partner.** A Referral Partner introduces prospective Customers to Visionify. Visionify contracts directly with and invoices the Customer under the CLA and an Order Form, and pays Partner commissions under Section 7 and Exhibit A. A Referral Partner does not set Visionify pricing, collect payment for Visionify Products, or invoice Customers for them. (b) **Authorized Reseller.** An Authorized Reseller buys subscriptions from Visionify at the Partner Price and resells them to Customers in its own name under Section 6A. Every Partner starts as a Referral Partner unless Visionify approves Authorized Reseller status in writing.

2.6 What This Agreement Does Not Provide. Unless an officer of Visionify signs a written addendum that expressly provides it, this Agreement does not give Partner: (a) exclusivity or a Territory; (b) any right to receive, or a right of first refusal on, leads that Visionify

receives from any source, which Visionify may refer to Partner at its discretion; (c) any right to approach, sell to, or be compensated for any Visionify Account, except as Section 3.6 allows; (d) white-label, private-label, or rebranding rights; (e) the right to charge Customers Subscription Fees above List Price; (f) any minimum number of leads, marketing funds, or dedicated Visionify resources; or (g) any right to require Visionify to accept an order. No email, proposal, pricing sheet, presentation, or conversation grants any of these rights.

3. Partner Obligations

3.1 Marketing and Sales Efforts. Partner shall use commercially reasonable efforts to promote, market, and sell Visionify Products and maintain qualified sales personnel.

3.2 Compliance with Laws. Partner shall comply with all applicable federal, state, local, and foreign laws and industry standards, including export control, sanctions, anti-corruption, and data protection laws.

3.3 Customer Qualification. Partner shall qualify potential customers and ensure sales are made to legitimate business entities for lawful purposes. Partner shall not sell to sanctioned or restricted parties.

3.4 Reporting. Upon reasonable request, Partner shall provide sales reports, pipeline status, and market feedback.

3.5 Accurate Claims. Partner shall not represent that Visionify Products guarantee, certify, or achieve compliance with OSHA, any Mexican Official Standard (NOM), ISO 45001, or any other law or standard, or that they prevent all incidents. Visionify Products are an aid to safety management. They do not replace supervision, engineering controls, or a Customer's safety program.

3.6 Visionify Accounts. Partner shall not contact any Visionify Account about Visionify Products, at any level or location (including global, regional, or divisional leadership and other sites or Affiliates), unless Visionify invites Partner in writing for that account. If Partner learns of an opportunity at a Visionify Account, Partner shall submit it as a Lead, and Visionify will decide how to pursue it. Visionify may engage Partner to provide local services for a Visionify Account under a separate written arrangement that states Partner's compensation.

3.7 Disclosure of Competing Relationships. In its partner application, and within thirty (30) days after any change, Partner shall disclose in writing each relationship Partner or its Affiliates have with a provider of a Competing Product, including resale, referral, and implementation relationships and Customer deployments Partner still supports.

4. Confidentiality

4.1 Obligations. Each party shall (a) hold the other party's Confidential Information in confidence; (b) not disclose it to third parties without prior written consent; (c) use it solely for purposes of this Agreement; and (d) protect it with at least reasonable care.

4.2 Exceptions. Exceptions apply for information that is publicly available without breach, known prior to disclosure, rightfully received from a third party, or required by law (with prompt notice).

4.3 Return/Destruction. Upon request or termination, each party shall return or destroy the other party's Confidential Information and certify completion in writing.

5. Competitive Conduct; Non-Solicitation

5.1 Competitive Conduct. Partner may carry a multi-vendor line card, provided it has made the disclosures in Section 3.7. Partner shall not: (a) misrepresent any Competing Product or position it in a way that is deceptive or likely to cause customer confusion; (b) use Leads Visionify referred, Registered Leads, Visionify Confidential Information, demonstration accounts, trademarks, co-marketing, or Visionify-funded activities to promote a Competing Product; or (c) propose a Competing Product to a prospect for which Partner holds a Registered Lead. Visionify may decline a registration, or end Partner of Record status on notice, for an opportunity in which Partner is also proposing a Competing Product.

5.2 Non-Solicitation of Employees. During the Term and for twelve (12) months thereafter, Partner shall not solicit, recruit, or hire Visionify employees without Visionify's prior written consent. This restriction does not apply to responses to general solicitations not specifically directed at Visionify employees (e.g., public postings) or to employees who first contact Partner without prior solicitation.

5.3 Customer Protection. During the Term and for twelve (12) months after termination, Partner shall not solicit any Customer that Partner introduced, sold to, or supported under this Agreement to replace Visionify Products with a Competing Product, and shall not use Visionify Confidential Information to solicit any Customer for a Competing Product.

6. Pricing, Orders, and Payment Terms

6.1 Pricing. A Referral Partner shall quote only List Price and shall not promise any other price, discount, or term. Visionify issues the Order Form to the Customer. Any discount from List Price requires Visionify's prior written approval (email sufficient), is order-specific, and does not create most-favored-partner status or a course of dealing. Resale pricing for Authorized Resellers is governed by Section 6A.

6.2 Partner Services. Partner may sell its own services (for example, consulting, site surveys, installation, camera and network work, training, local-language support, managed services, and equipment rental) under its own contracts and at prices it sets in its sole discretion. Partner Services must be identified as Partner's own and shown separately from Visionify Subscription Fees. Visionify has no responsibility for Partner Services.

6.3 Order Process; No PO Terms. All customer orders must be processed through Visionify's standard Order Forms and procedures. Visionify may accept or reject any order

in its discretion. **No purchase order or other Partner/customer document shall modify this Agreement, the CLA, or an Order Form; conflicting terms are rejected and of no effect.**

6.4 Payment Terms. For Referral Partner transactions, the Customer pays Visionify on the terms of its Order Form, and Visionify pays Partner commissions under Section 7 and Exhibit A only after it receives the applicable Net Revenue. For Authorized Reseller transactions, Section 6A applies.

6.5 Price Changes. Visionify may modify pricing with thirty (30) days' prior written notice. Changes apply prospectively to new orders and do not affect executed Order Forms. Visionify will honor a quote Partner issued at the prior List Price before the notice if the Customer signs within sixty (60) days after the notice.

6.6 Taxes. Fees are exclusive of taxes. Each party is responsible for taxes on its own income. An Authorized Reseller is responsible for sales, use, VAT/GST, withholding, and similar taxes arising from its resale activities, as set out in Section 6A.6. Before Visionify pays any commission, Partner shall provide a valid IRS Form W-9 or W-8 (or the local equivalent requested by the applicable Visionify Entity). Visionify may withhold taxes it is required by law to withhold from commissions.

6A. Authorized Reseller Terms

6A.1 Approval. Authorized Reseller status requires Visionify's written approval, which Visionify may condition on a credit review, prepayment, completed training, or a signed Order Form. Visionify may return an Authorized Reseller to Referral Partner status on thirty (30) days' notice if it fails to pay undisputed amounts when due or breaches Section 6A.3. Subscriptions already sold continue under Section 14.4.

6A.2 Partner Price. An Authorized Reseller buys Subscription Fees at the Partner Price in Exhibit A for initial orders, expansions, and renewals. One-time fees, including implementation, hardware, professional services, and Custom Scenario development, are charged at List Price or Visionify's quoted price without discount, unless Exhibit A or a written quote states otherwise.

6A.3 Resale Price Ceiling. An Authorized Reseller shall not charge a Customer Subscription Fees above the List Price in effect on the date of its quote. It may charge less, at its own cost. Where it invoices in a currency other than USD, compliance is measured by converting the USD List Price at the reference exchange rate published by the central bank of the Customer's country on the quote date. Partner Services may be priced freely under Section 6.2, but Partner shall not charge any fee that is in substance a charge for access to or use of Visionify Products, however labeled, above this ceiling.

6A.4 Orders and CLA. An Authorized Reseller submits an order (through the Partner Portal or on Visionify's order form) for each new Customer, expansion, and renewal. Visionify will accept or reasonably reject each order within three (3) business days. Each Customer

must accept the CLA before first access. Click-through acceptance at first login satisfies this.

6A.5 Invoicing and Payment. Subscriptions are annual and invoiced to the Authorized Reseller annually in advance, on acceptance of the order, for renewals thirty (30) days before the renewal date, and for mid-term expansions on a pro-rated, co-terminous basis. Invoices are due thirty (30) days after the invoice date, in U.S. dollars, by wire transfer or another method Visionify accepts. The Authorized Reseller's payment obligation does not depend on whether, when, or how much the Customer pays it, or on the Customer's go-live date. The Authorized Reseller bears all Customer credit, collection, financing, and currency risk.

6A.6 Withholding. If an Authorized Reseller is required by law to withhold tax from a payment to Visionify, it shall gross up the payment so that Visionify receives the full invoiced amount, and shall provide official receipts. Visionify will provide a certificate of tax residency and other documents reasonably requested so that any available treaty rate can be applied.

6A.7 Late Payment and Suspension. Undisputed overdue amounts accrue interest at the lesser of one percent (1%) per month or the maximum lawful rate. If an undisputed amount remains unpaid thirty (30) days after its due date, Visionify may suspend the affected Customer subscriptions on ten (10) business days' written notice. If a subscription stays suspended for thirty (30) days, or the Authorized Reseller becomes insolvent or ceases business, Visionify may offer the affected Customer the option to contract directly with Visionify or through another partner.

6A.8 Verification. Within ten (10) business days after Visionify's written request, an Authorized Reseller shall provide copies of its Customer quotes or invoices showing the Subscription Fee line items. It may redact everything other than the Customer name, Subscription Fee line items, currency, and dates.

6A.9 Direct Contracting at Customer Request. If a Customer of an Authorized Reseller requires in writing, for its own procurement reasons, to contract directly with Visionify, Visionify may do so. If the Authorized Reseller was the Partner of Record for that Customer, it will receive Referral Partner commissions under Exhibit A for the remainder of the Commission Period.

7. Commissions and Deal Protection

7.1 Eligibility. Partner earns commissions only on Customers for which it is the Partner of Record, meaning Partner holds a Registered Lead that results in a signed Order Form within the registration validity period in Exhibit A. Registration in the Partner Portal is the only way to become Partner of Record. An introduction by email, message, or meeting without registration does not create it. Only one partner can be Partner of Record for a Customer.

7.2 Calculation. Commissions are calculated on **Net Revenue** under the applicable Order Form(s), at the rates and tiers in Exhibit A. Visionify may offset chargebacks, refunds, unpaid amounts, and may claw back overpayments.

7.3 Payment. Commissions are due within sixty (60) days after the end of the calendar quarter in which Visionify receives Net Revenue, provided Partner has submitted a valid invoice matching Visionify's commission statement and is not in material breach. Commissions are paid in U.S. dollars by wire or ACH. Each party bears its own bank charges.

7.4 Renewals and Expansions. Eligibility for renewals and expansions is governed by Exhibit A (including any conditions for ongoing customer management).

7.5 Disputes. Partner must dispute commission statements within ninety (90) days of issuance; otherwise, they are final.

7.6 Records and Audit. Visionify shall maintain reasonably detailed books regarding commission calculations and, no more than once per year, upon thirty (30) days' notice, Partner may request a summary statement reconciling commissions for the prior four (4) quarters.

7.7 Deal Protection. While a Registered Lead is valid, Visionify will not knowingly sell to that prospect directly or through another partner. If the prospect states in writing that it will buy only directly from Visionify or through a different partner, and Partner introduced the prospect or led the sales process (discovery, demonstration, and proposal) before that statement, Partner remains Partner of Record and earns commissions under Exhibit A.

7.8 Commissions After Termination. If Visionify terminates this Agreement for convenience, Partner continues to earn commissions on its existing Customers for the remainder of each Customer's Commission Period, and on Registered Leads that result in a signed Order Form within ninety (90) days after termination, as long as Partner complies with Sections 4, 5, and 8.3. If Partner terminates for convenience, or Visionify terminates for Partner's breach, commissions end on the effective date of termination, except for Net Revenue Visionify received before that date.

8. Intellectual Property and Branding

8.1 Ownership. Visionify retains all right, title, and interest in and to Visionify Products, trademarks, Documentation, and related Intellectual Property Rights. No rights are granted except as expressly set forth.

8.2 Trademark Usage and Approvals. Partner may use Visionify trademarks solely to market Visionify Products in compliance with Visionify's brand guidelines. Co-branded press releases, public case studies, paid ads, or event signage featuring Visionify marks require prior written approval (email sufficient). Approval may be withheld in Visionify's discretion. Partner shall not register or use any domain name, social media handle,

company name, or paid-search keyword that contains “Visionify” or a confusingly similar term.

8.3 Prohibited Activities. Partner shall not (a) white-label or rebrand Visionify Products, which is available only under a separate white-label reseller agreement; (b) remove or alter proprietary notices; (c) reverse engineer or attempt to derive source code; (d) publish benchmarking or competitive analysis of Visionify Products without prior written consent; (e) conduct or disclose product security testing without prior written consent; or (f) create competing products based on Visionify technology.

8.4 Publicity and Directory Listing. Visionify may identify Partner as a partner (name, logo, website, regions served, and industries served) in the Partner directory at <https://visionify.ai/resellers> and similar listings. A listing, including any regions or industries shown in it, is informational only. It does not create a Territory, exclusivity, or an endorsement of Partner Services. Any other publicity requires mutual written consent.

9. Customer Contracts; Support; Data Protection; Precedence

9.1 Customer Agreements. Each Customer must accept Visionify’s CLA before first access to Visionify Products. Click-through acceptance at first login satisfies this. For Referral Partner transactions, the Customer also signs Visionify’s Order Form. Partner shall not modify, or represent that Visionify accepts terms beyond, the CLA or an Order Form without Visionify’s prior written consent. Any such term Partner agrees to binds Partner alone.

9.2 Support. Visionify provides technical support to Customers under its standard policies. Partner may provide first-level support and shall escalate technical issues to Visionify.

9.3 Data Protection. As between the parties, each acts as an independent controller for business contact data it collects directly. Partner shall not access, receive, or process Customer personal data from Visionify Products unless expressly authorized in a written **Data Processing Addendum (DPA)** executed by the parties, in which case Partner will act as processor or sub-processor solely as set out in the DPA. Partner shall not upload personal data to Visionify except as permitted by the CLA and applicable law.

9.4 Order of Precedence. In the event of conflict, the following order controls: (1) the Customer’s executed Order Form (as between Visionify and Customer), (2) the CLA, (3) any written addendum signed by both parties (as between Visionify and Partner, for the matters it covers), (4) this Agreement, including Exhibit A, (5) Documentation, (6) other policies referenced herein.

9.5 Government Customers (if applicable). If Partner resells to a government entity, Partner shall ensure the Order Form and CLA govern and that no government-specific terms (e.g., most-favored customer, unlimited liability, broad audit rights) bind Visionify without Visionify’s prior written consent.

10. Demo Licenses and Evaluation Software

10.1 Demo License Terms. Visionify may provide demo licenses for evaluation or demonstration at discounted rates or no charge, at its discretion.

10.2 Restrictions. Demo licenses are for evaluation only, may not be used in production or with production data, and may include functional/time limits. Visionify may revoke demo licenses at any time.

10.3 Return or Purchase. Upon expiration or revocation, Partner must cease use and return or certify destruction, or purchase commercial licenses.

11. Representations and Warranties

11.1 Mutual. Each party represents and warrants that (a) it has full power and authority to enter into this Agreement; (b) the execution and performance have been duly authorized; and (c) this Agreement is a legal, valid, and binding obligation.

11.2 Partner. Partner further represents and warrants that it will (a) perform obligations in a professional and workmanlike manner; (b) make no representations or warranties regarding Visionify Products beyond those authorized by Visionify; and (c) not engage in deceptive or misleading practices; and (d) keep its disclosures under Section 3.7 complete and accurate.

12. Indemnification

12.1 By Partner. Partner shall indemnify, defend, and hold harmless Visionify from claims, damages, losses, and expenses arising out of (a) Partner's breach of this Agreement; (b) Partner's negligence, willful misconduct, or violations of law; (c) unauthorized modifications to Visionify Products; (d) Partner's marketing or representations not authorized by Visionify; (e) Partner Services, including on-site work at Customer facilities and claims by Partner personnel or subcontractors; or (f) an Authorized Reseller's pricing, invoicing, or collection practices, including charges above the ceiling in Section 6A.3.

12.2 Visionify IP Indemnity. Visionify shall defend Partner against third-party claims alleging that a Visionify Product, as provided by Visionify and used per the Documentation, directly infringes a U.S. patent, copyright, or trademark, and shall pay damages and costs finally awarded (or approved in settlement). If an injunction issues or is likely, Visionify may (a) procure the right to continue use, (b) modify or replace the Product with materially equivalent non-infringing functionality, or (c) terminate the affected licenses and refund prepaid, unused fees. Visionify's obligations do not apply to claims based on: (i) combinations with non-Visionify items; (ii) modifications not made by Visionify; (iii) use not per Documentation; (iv) Partner's marketing materials; or (v) use of a non-current version where a current version would avoid the claim. **This §12.2 is Partner's exclusive remedy for IP infringement.**

12.3 Procedures. The indemnified party must give prompt written notice, reasonable cooperation, and grant the indemnifying party exclusive control of the defense and settlement (no admissions or non-monetary obligations without consent).

13. Limitation of Liability

13.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH, THE VISIONIFY PRODUCTS AND ALL MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13.2 Cap. EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS PAID OR PAYABLE BETWEEN THE PARTIES UNDER THIS AGREEMENT (COMMISSIONS TO PARTNER AND FEES TO VISIONIFY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) USD \$50,000.

13.3 Exclusions. THE ABOVE CAP AND DISCLAIMER DO NOT APPLY TO: (i) a party’s indemnification obligations under §12; (ii) infringement or misappropriation of the other party’s Intellectual Property Rights, or breaches of §4 (Confidentiality); (iii) Partner’s violation of §8.3 or unpaid fees/amounts due; (iv) a party’s willful misconduct or fraud; or (v) bodily injury or death to the extent caused by a party’s negligence.

13.4 Indirect Damages. NEITHER PARTY IS LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY.

14. Term and Termination

14.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

14.2 Termination for Convenience. Either party may terminate for any reason with thirty (30) days’ prior written notice.

14.3 Termination for Cause. Either party may terminate immediately upon written notice if the other party (a) materially breaches and fails to cure within thirty (30) days after notice; (b) becomes insolvent or seeks bankruptcy protection; or (c) ceases business operations.

14.4 Effect of Termination. Upon termination: (a) all rights to market, refer, or resell Visionify Products to new Customers cease; (b) each party shall return or destroy the other party’s Confidential Information; (c) Visionify shall pay commissions as provided in Section 7.8, subject to offsets and clawbacks; (d) any demo hardware or software shall be returned within fifteen (15) days (shipping prepaid by Partner) or billed at List Price; (e) Partner shall provide reasonable transition assistance (up to ten (10) hours at no charge) for active opportunities and Customers; and (f) for an Authorized Reseller, each Customer subscription under an accepted order continues until the end of its then-current paid term,

and, if Visionify terminated for convenience, the Authorized Reseller may renew and expand those subscriptions at the Partner Price for twelve (12) months after termination.

14.5 Survival. §§1, 3.5, 4, 5.2–5.3, 6.3, 6.6, 6A (for amounts accrued and continuing subscriptions), 7, 8, 9.3–9.5, 10.2–10.3, 11, 12, 13, 14.4–14.5, 15, 16, 17, 18, and 19 survive termination.

15. Insurance & Business Licenses

Partner shall maintain all business licenses, registrations, and certifications required to conduct its business in each country where it operates. Partner shall also maintain, at its own cost, insurance sufficient to meet the legal requirements and customary practice of each country where it operates for the activities it performs, including general liability and workers' compensation (or social security) coverage where Partner or its subcontractors perform Partner Services at Customer facilities. Partner shall provide certificates of insurance on request.

16. Compliance

16.1 Anti-Corruption. Partner shall comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and analogous laws. Partner shall not offer, promise, or provide anything of value to any government official or commercial counterparty to obtain or retain business.

16.2 Sanctions. Partner is not owned by or acting for a restricted party and shall not sell or provide access to Visionify Products to sanctioned persons or embargoed jurisdictions under US OFAC, EU, or UK sanctions.

16.3 Export Classification. Visionify may identify export classifications for Products; Partner remains responsible for compliance in each country where it operates.

16.4 Export Control. Partner shall comply with all applicable export control laws and shall not export, re-export, or transfer Visionify Products to prohibited countries, entities, or individuals.

17. Force Majeure

Neither party is liable for delays or failures in performance due to events beyond its reasonable control, including natural disasters, war, terrorism, government actions, labor disputes, failures of suppliers or carriers, widespread internet outages, or pandemics, provided the affected party uses reasonable efforts to mitigate.

18. Governing Law; Dispute Resolution; Injunctive Relief

18.1 Governing Law. (a) If the applicable Visionify Entity is Visionify Inc., this Agreement is governed by the laws of the State of Colorado, USA; (b) if it is Visionify India Pvt. Ltd., this Agreement is governed by the laws of India; in each case without regard to conflict of laws

principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 Escalation and Arbitration. The parties shall first refer any dispute to their partner managers, and then to a senior executive of each party, for up to thirty (30) days after written notice. Any dispute not resolved in that time shall be resolved by binding, confidential arbitration before a single arbitrator: (a) where Visionify Inc. is the applicable entity, administered by the American Arbitration Association under its Commercial Arbitration Rules (or, if Partner is organized outside the United States, by the International Centre for Dispute Resolution under its International Arbitration Rules), seated in Denver, Colorado, and conducted in English; (b) where Visionify India Pvt. Ltd. is the applicable entity, under the Arbitration and Conciliation Act, 1996 (India), seated in Hyderabad. Either party may bring an individual action in small-claims court or seek injunctive relief under Section 18.3.

18.3 Injunctive Relief. Either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its Intellectual Property Rights or Confidential Information.

19. General

19.1 Entire Agreement. This Agreement (including Exhibit A and any written addendum signed by both parties) is the entire agreement between the parties on its subject matter and supersedes all prior and contemporaneous proposals, draft agreements, pricing sheets, and communications on that subject matter.

19.2 Amendment. Visionify may update this Agreement or Exhibit A by posting a new version in the Partner Portal and notifying Partner by email at least thirty (30) days before it takes effect. Updates apply prospectively and do not alter executed Order Forms. A change to commission rates or the Commission Period does not apply to any Customer whose initial Order Form was signed before the change took effect. That Customer keeps the terms in effect at signing for its Commission Period. If Partner objects, its sole remedy is to terminate for convenience before the effective date. Otherwise, Partner accepts the update by continuing to participate after the effective date. Any other amendment, including any grant of rights listed in Section 2.6, requires a writing signed by both parties.

19.3 Assignment. Either party may assign (i) to an Affiliate, or (ii) in connection with a merger, reorganization, or sale of substantially all assets or equity, upon written notice. Visionify may terminate this Agreement upon notice if Partner assigns to a direct competitor of Visionify. Any other assignment requires prior written consent (not unreasonably withheld).

19.4 Severability. If any provision is held invalid or unenforceable, the remainder remains in full force.

19.5 Waiver. No waiver is effective unless in writing and signed. Failure to enforce is not a waiver.

19.6 Independent Contractors. The parties are independent contractors; this Agreement does not create an agency, partnership, or joint venture.

19.7 Notices. Notices must be in writing and delivered by personal delivery, recognized courier, certified mail (return receipt), or email to the contacts specified in the Partner Portal. Notices are deemed given upon receipt (or, for email, the first business day after sending if no bounce). Operational notices (enablement, pricing updates, program changes) may be provided via the Partner Portal.

19.8 Acceptance of Terms. Partner accepts this Agreement, including Exhibit A, by checking the acceptance box and submitting its application in the Partner Portal, or by signing it. The individual who accepts represents that they are authorized to bind Partner. Visionify records the version accepted, the date and time, and the name and email of the individual who accepted. Partner may not register Leads or place orders until it has accepted the current version.

Exhibit A – Commission Schedule. Exhibit A is the Visionify Partner Commission Schedule (Version 2.3), published with this Agreement at <https://visionify.ai/partner-tos> and in the Partner Portal, and incorporated by reference.

Exhibit A – Commission Schedule (Version 2.3, effective September 28, 2026)

By accepting this Commission Schedule, Partner acknowledges and agrees that this document is incorporated into and governed by the Visionify Partner Terms of Service available at <https://visionify.ai/partner-tos>, and that acceptance of this Commission Schedule constitutes acceptance of those Terms of Service.

This Schedule explains how Referral Partners earn commissions (Sections 1–6) and how Authorized Resellers are priced (Section 7), with worked examples in Section 8. Capitalized terms, including Net Revenue, Subscription Fees, Visionify Account, Partner of Record, List Price, and Partner Price, have the meanings in the Partner Terms of Service.

1. Commission Rates (Referral Partners)

- **Partner-Sourced Customer:** 20% of Net Revenue for the Commission Period, where Partner originated the Registered Lead and is Partner of Record.
- **Commission Period:** the first thirty-six (36) months of paid subscription for that Customer, starting on the subscription start date in the Customer's initial Order Form. It covers the initial term and any renewals within those 36 months. After the Commission Period, the rate is 0% unless otherwise agreed in writing.
- **Expansions:** Additional cameras, use cases, sites, or add-ons purchased by the same legal entity during its Commission Period earn 20% of their Net Revenue for the remainder of that Commission Period. An expansion does not start a new Commission Period. A purchase by a different legal entity, including an Affiliate of the Customer, needs its own Registered Lead, which starts its own Commission Period.
- **Visionify-Referred Leads:** where Visionify refers a lead to Partner and Partner runs the sales process and provides first-line support, 20% of Net Revenue for the first twelve (12) months of subscription only, unless otherwise agreed in writing.
- **Paid Pilots:** fees for a paid pilot or proof of concept under a Visionify Order Form are Net Revenue. Free trials earn no commission.
- **Multi-Year Prepayments:** commission on prepaid multi-year Subscription Fees is limited to the portion that falls within the Commission Period and is paid as Visionify receives it.
- **Special Pricing:** if Visionify approves a price below List Price for an opportunity, commission is calculated on the Net Revenue actually received at that price.

2. Lead Registration & Protection

- **Submission:** Partner submits each Lead in the Partner Portal before quoting or proposing Visionify pricing, with: the organization's legal name, website, country, site(s) and approximate camera count, use cases, decision-maker contact, expected close date, and Partner's role. Incomplete submissions do not hold a place in line.
- **Approval:** Visionify approves or declines within five (5) business days, in the Partner Portal or by email, and gives the reason for any decline (for example: Visionify Account, existing registration, or incomplete). A Lead is not registered until Visionify approves it. If Visionify has not responded within five (5) business days, Partner may escalate to partners@visionify.ai.
- **Visionify Accounts and Look-Back:** a Lead is declined if: (a) the organization is a Visionify Account, meaning a current customer, a customer in the prior 24 months, an organization with an active or completed trial or pilot, or one in a documented Visionify or partner sales process in the prior 90 days, in each case including all of its Affiliates, divisions, and sites worldwide; (b) another partner holds a valid registration; or (c) an active RFP or public tender exists in which Visionify is already participating.
- **Validity:** a registration is valid for six (6) months from approval. Partner may request one three (3) month extension with evidence of activity (for example, meetings, emails, or joint calls). A registration is automatically extended while a paid pilot under a Visionify Order Form is active, and ends when the opportunity is closed-lost.

- **Conflicts Between Partners:** the first complete registration that Visionify approves has priority. If the prospect states in writing that it will buy only directly or through a different partner, Section 7.7 of the Partner Terms of Service applies.
- **Visionify Invitations:** where Visionify invites Partner in writing to support a Visionify Account, the invitation states Partner's role and compensation. If it does not, no commission is payable for that account.

3. Disqualifiers / Ineligibility

- The prospect is a Visionify Account (see Section 2), unless Visionify has invited Partner in writing.
- False, incomplete, or duplicative submissions.
- Partner is in material breach, is suspended, or has undisputed amounts owed to Visionify that are more than thirty (30) days overdue.
- Government or public tenders where Visionify policy requires direct contracting. Visionify will say so when it reviews the registration.
- Partner is also proposing a Competing Product to the same prospect.

4. Partner of Record Obligations

- **Good Standing:** commissions for the second and third years of the Commission Period require that Partner remains in good standing and remains Partner of Record.
- **Account Management (only where Partner provides first-line support):** quarterly check-ins with the Customer, response to support escalations within three (3) business days, and joint renewal planning starting sixty (60) days before each renewal date. If Partner does not perform these within thirty (30) days after written notice, Visionify may end Partner of Record status for that Customer going forward. Commissions on Net Revenue received before that date are unaffected.

5. Payment Triggers; Clawbacks

- Commissions accrue only upon Visionify's cash receipt of Net Revenue.
- **Statements and Payment:** within thirty (30) days after each calendar quarter, Visionify sends Partner a commission statement. Partner invoices the statement amount, and Visionify pays by the later of sixty (60) days after quarter-end or thirty (30) days after receiving Partner's invoice, in U.S. dollars by wire or ACH.
- **Offsets and Clawbacks:** Visionify may offset refunds, credits, and chargebacks issued within twelve (12) months after the related commission was paid, and any overpayment, against future commissions, or may require repayment within thirty (30) days if no future commissions are due.
- **Tax Forms:** payment requires a valid IRS Form W-9 or W-8 (or local equivalent). Visionify withholds taxes where required by law.
- **Minimum Payout:** balances under USD 100 roll forward to the next quarter.
- **Unclaimed Commissions:** a commission not invoiced within twelve (12) months after its statement is sent is forfeited, provided Visionify sent Partner at least one email reminder.

6. Compliance & Good Standing

- No commissions accrue during periods of Partner suspension or material breach. Visionify will state the reason for any suspension in writing.
- Visionify may require reasonable proof of Partner activity to maintain eligibility.
- Commission disputes are handled under Sections 7.5 (Disputes) and 7.6 (Records and Audit) of the Partner Terms of Service. Conflicts between partners are handled under Section 2 of this Schedule.
- **Changes to this Schedule:** a change applies only to Customers whose initial Order Form is signed after the change takes effect (Partner Terms of Service Section 19.2).

7. Authorized Reseller Pricing

- **Partner Price:** List Price less twenty percent (20%) on Subscription Fees for initial orders, expansions, and renewals, for as long as Partner remains the Authorized Reseller for that Customer and is in good standing.

- **No Separate Commission:** the discount is the Authorized Reseller's full compensation for resold subscriptions. No commission is paid on them.
- **One-Time Fees:** implementation, hardware, professional services, and Custom Scenario development are not discounted.
- **Resale Ceiling:** Customer Subscription Fees may not exceed List Price. Partner Services are priced by Partner (Partner Terms of Service Sections 6.2 and 6A.3).
- **Special Pricing:** where Visionify approves a price below List Price for a specific opportunity, the Partner Price is the approved price less 20%, and the approved price becomes the resale ceiling for that opportunity, unless the approval states otherwise.

8. Worked Examples

- **Referral Partner:** a Customer signs a USD 12,000 per year subscription (20 cameras). Partner earns USD 2,400 per year for years 1–3 (USD 7,200 in total), paid quarterly after Visionify receives each payment. If the Customer adds 10 cameras in month 18 for another USD 4,000 per year, Partner earns USD 800 per year on that expansion until month 36. From month 37, the commission is 0%.
- **Visionify-Referred Lead:** if Visionify referred the same Customer to Partner, Partner earns USD 2,400 for the first 12 months only.
- **Authorized Reseller:** for the same USD 12,000 subscription, the Authorized Reseller pays Visionify USD 9,600 per year, may charge the Customer up to USD 12,000 for the subscription, and charges whatever it chooses for its own services, shown as separate line items.