

REVENUE SHARING & ANALYTICS PARTNERSHIP AGREEMENT

This Revenue Sharing & Analytics Partnership Agreement (“**Agreement**”) is made effective as of **January 1, 2025** (“**Effective Date**”) by and between:

Vontair Mobility Systems, Inc. (“**Vontair**”), a Delaware corporation with offices at 1234 Mobility Drive, Raleigh, NC 27601

and

PartnerCo Data Solutions LLC (“**PartnerCo**”), a Texas limited liability company with offices at 555 Analytics Way, Austin, TX 78701.

Vontair and PartnerCo are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Purpose

Vontair provides connected mobility and station management platforms (“**Vontair Platform**”). PartnerCo provides advanced analytics modules that enhance reporting and optimization of Vontair’s customers (“**Analytics Module**”).

The Parties wish to establish a **revenue sharing model** for the sale and use of the Analytics Module bundled with the Vontair Platform.

2. Term

2.1 Initial Term. This Agreement shall commence on the Effective Date and continue for **three (3) years**, unless terminated earlier in accordance with this Agreement.

2.2 Renewal. The Agreement shall automatically renew for **successive one (1) year periods**, unless either Party provides written notice of non-renewal at least **ninety (90) days** before the end of the then-current term.

3. Products & Revenue Categories

The revenue share applies to the following categories sold to eligible customers under this Agreement:

- a. **License Fees** for the Analytics Module
- b. **Professional Implementation Services**
- c. **Annual Maintenance & Support**
- d. **API & Usage-Based Fees**

4. Revenue Sharing Model

4.1 License Fees

Vontair will invoice and collect all license fees from customers. The Parties shall share License Fee revenue as follows:

Tier	Annual License Fee (per customer)	Vontair Share	PartnerCo Share
Standard Analytics	USD \$25,000	60%	40%
Advanced Analytics	USD \$40,000	55%	45%
Enterprise Analytics	USD \$65,000	50%	50%

License Fees are recognized on an **accrual basis** and revenue share is calculated **quarterly**.

4.2 Implementation Services

For implementation projects in which PartnerCo contributes configuration, modeling, or advisory services:

- Vontair invoices the customer for 100% of Implementation Services.
 - PartnerCo receives **thirty-five percent (35%)** of recognized Implementation Services revenue.
 - Payments to PartnerCo are due **within thirty (30) days** of Vontair's receipt of payment from the customer.
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4.3 Maintenance & Support

Annual Maintenance & Support is billed at **eighteen percent (18%)** of the net License Fee.

- Revenue split: **Vontair 70% / PartnerCo 30%**.
 - Recognized proportionally over the support term.
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4.4 API & Usage-Based Fees

For usage above baseline API allotments, the following pricing and splits apply:

Monthly API Volume	Unit Price (per API call)	Vontair Share	PartnerCo Share
0 – 1,000,000 calls	USD \$0.002	70%	30%
1,000,001 – 5,000,000	USD \$0.001	65%	35%
5,000,001+	USD \$0.0006	60%	40%

Usage-based revenue is calculated **monthly in arrears**.

5. Minimum Annual Guarantee

5.1 Minimum Guarantee. PartnerCo shall receive not less than **USD \$250,000** per Contract Year as its total revenue share under Sections 4.1–4.4.

5.2 True-Up. Within **forty-five (45) days** after each Contract Year end, Vontair shall calculate the aggregate revenue share due to PartnerCo. If the amount paid during that year is below USD \$250,000, Vontair will pay the shortfall within **forty-five (45) days**.

6. Reporting & Audit

6.1 Quarterly Statements. Within **thirty (30) days** after the end of each calendar quarter, Vontair shall provide a report showing:

- Customers and tiers
- License, services, support, and usage revenue
- Calculated revenue share by category

6.2 Audit Rights. PartnerCo may, at its own expense, audit Vontair's relevant books and records once per Contract Year upon **thirty (30) days' prior written notice**. Any underpayment exceeding **five percent (5%)** of the amounts due for the audited period shall be paid promptly along with reasonable audit costs.

7. Invoicing & Payment

7.1 Vontair invoices customers directly.

7.2 PartnerCo's revenue share for a given quarter shall be paid within **forty-five (45) days** after quarter-end.

8. Termination (High Level)

- Material breach with **30-day cure**
 - Insolvency or cessation of business → immediate termination
 - Existing subscriptions continue revenue share terms through their remaining committed term.
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9. Miscellaneous

Standard clauses: governing law (Delaware), assignment, confidentiality (5 years), limitation of liability, force majeure, etc.

[Signature Blocks]

VONTAIR MOBILITY SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

PARTNERCO DATA SOLUTIONS LLC

By: _____

Name: _____

Title: _____

Date: _____