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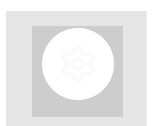
Visionify Partner Terms of Service Agreement

Last Updated: September 21, 2025

This Partner Terms of Service Agreement ("**Agreement**") is entered into between Visionify Inc., a Delaware corporation ("**Visionify**," "**Company**," "**we**," "**us**," or "**our**"), and the entity or individual identified as the partner ("**Partner**," "**you**," or "**your**") and governs your participation as a distributor, reseller, system integrator, or authorized partner of Visionify's products and services. By executing this Agreement, accessing the Partner Portal, submitting or registering leads, or otherwise engaging in distribution activities, Partner agrees to be bound by these terms and conditions.

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.
- "**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.
- "**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 amounts actually received by Visionify from a Customer for Visionify Products and Services, less hardware fees, taxes, shipping, credits, refunds, chargebacks, and amounts collected on behalf of third parties.
- **“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 approved by Visionify in writing (email sufficient) and not previously known, registered, or engaged by Visionify or another partner within the look-back window defined in Exhibit A.
- **“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 the geographic scope (if any) specified on an Order Form or written addendum.
- **“Visionify Products”** means the software, services, and related products offered by Visionify.

2. Appointment and Authorization

2.1 Non-Exclusive Appointment. Visionify appoints Partner as a non-exclusive distributor of Visionify Products within the Territory (if specified). Visionify may appoint other partners in the same Territory.

2.2 Authority and Limitations. Partner is authorized solely to market and resell Visionify Products 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.

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.

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 shall not misrepresent or position any product directly competitive with a Visionify Product in a manner that is deceptive or likely to cause customer confusion. Visionify may designate "Restricted Competitive Offerings" in writing; Partner shall not market those using Visionify Confidential Information or in conjunction with Visionify's trademarks, co-marketing, or Visionify-funded activities. Nothing restricts Partner's general right to carry a multi-vendor line card, provided Partner complies with this Agreement.

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 Non-Solicitation of Customers for Competing Offers. During the Term and for twelve (12) months after termination, Partner shall not use Visionify Confidential Information to solicit Customers introduced through this Agreement for directly competing products or services.

6. Pricing, Orders, and Payment Terms

6.1 Pricing Compliance and Discounts. Partner shall use Visionify's official list prices in customer quotations. Any discount from list price requires Visionify's prior written approval

(email sufficient) and is order-specific; it does not create most-favored-partner status or a course of dealing.

6.2 Value-Added Services. Partner may offer its own services (implementation, training, support) provided they are clearly identified as Partner's and priced separately.

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. Payment terms for Customer transactions are as specified on the applicable Order Form. Partner commissions are paid only after Visionify receives the applicable Net Revenue from Customer and subject to Exhibit A.

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.

6.6 Taxes. Fees are exclusive of taxes. Partner is responsible for applicable sales, use, VAT/GST, and similar taxes related to Partner's resale activities, excluding taxes based on Visionify's net income. Valid resale/exemption certificates shall be provided upon request.

7. Commissions and Deal Protection

7.1 Eligibility. Partner is eligible for commissions only on **Registered Leads** that result in a signed Order Form within the **Registration Validity Period** defined in Exhibit A.

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 and is not in material breach.

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.

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.

8.3 Prohibited Activities. Partner shall not (a) white-label or rebrand Visionify Products; (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. Visionify may identify Partner as a partner (name/logo) in partner listings; any other publicity requires mutual written consent.

9. Customer Contracts; Support; Data Protection; Precedence

9.1 Customer Agreements. Customers must execute Visionify's CLA and applicable Order Forms. Partner shall not modify these agreements without Visionify's prior written consent.

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) this Agreement, (4) Documentation, (5) 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.

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; or (d) Partner's marketing or representations not authorized by Visionify.

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 COMMISSIONS PAID OR PAYABLE TO PARTNER 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 or resell Visionify Products cease; (b) each party shall return or destroy the other party’s Confidential Information; (c) Visionify shall pay undisputed commissions accrued through the effective date, subject to offsets/clawbacks; (d) any demo hardware/software shall be returned within

fifteen (15) days (shipping prepaid by Partner) or billed at list price; and (e) Partner shall provide reasonable transition assistance (up to ten (10) hours at no charge) to transition active opportunities and Customers.

14.5 Survival. §§1, 4, 5.2–5.3, 6.3, 6.6, 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 necessary Insurance, Business Licenses and Certifications as necessary to conduct business in Partner's country and industry.

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 its Territory.

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. This agreement is governed by the laws of the state of Colorado, USA, without regard to conflict of laws principles.

18.2 Arbitration. Any dispute arising out of or related to this Agreement shall be resolved through **binding arbitration** administered by the American Arbitration Association under its Commercial Arbitration Rules in **Denver, Colorado** before a single arbitrator. The arbitration (including its existence, submissions, and award) is **confidential**. Notwithstanding the foregoing, either party may bring an individual action in **small-claims court**.

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) constitutes the entire agreement between the parties and supersedes prior and contemporaneous communications regarding the subject matter.

19.2 Amendment. Visionify may update this Agreement by posting revised terms to the Partner Portal with thirty (30) days' notice. Updates apply prospectively and do not alter executed Order Forms or commissions already earned. If Partner objects, its sole remedy is to terminate for convenience before the effective date; continued use after the effective date constitutes acceptance.

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. This Agreement is a legally binding contract between Visionify and Partner. By accessing or using the Partner Portal, registering a Lead, submitting a deal, or otherwise participating in the Partner Program, Partner acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement, including Exhibit A. If Partner does not agree, it must not use the Partner Portal or participate in the Partner Program.

19.9 Entire Agreement. This Agreement (including Exhibit A) constitutes the entire agreement between the parties and supersedes prior and contemporaneous communications regarding the subject matter.

19.10 Amendment. Visionify may update this Agreement by posting revised terms to the Partner Portal with thirty (30) days' notice. Updates apply prospectively and do not alter executed Order Forms or commissions already earned. Continued use of the Partner Portal or participation in the Partner Program after the effective date constitutes acceptance of the updated Agreement.