

Exhibit A – Commission Schedule

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.

1. Rates & Tiers

- **New Logo** (Partner-Sourced Registered Lead): **20%** of Net Revenue on initial Order Form.
- **Renewals** (Years 1–3): **20%** of Net Revenue for renewal terms if Partner remains in good standing and performs Section 4 obligations.
- **Expansions** (Same Legal Entity/Same Site within 12 months): **20%** of Net Revenue.
- **Visionify-Sourced Leads**: **20%** of Net Revenue on initial term only (unless otherwise agreed in writing).

2. Lead Registration & Protection

- **Submission**: Partner submits Lead via Partner Portal with required fields.
- **Approval/Denial SLA**: Visionify approves/denies within 5 business days via email/portal.
- **Look-Back Check**: Disqualified if (a) Visionify already engaged the prospect within 90 days, (b) another partner has a valid registration, or (c) an active RFP/public tender exists and Visionify is already participating.
- **Validity Period**: Registration valid for 6 months; extendable 3 months with evidence of activity (e.g., meetings, emails, joint calls).
- **Lock Period**: For opportunities that close, Partner's renewal/expansion eligibility follows Section 4.

3. Disqualifiers / Ineligibility

- Prospect is an existing paying Customer (unless expansion is covered in Section 4).
- False, incomplete, or duplicative submissions.
- Partner in material breach, suspended, or unpaid.
- Government or public tenders where Visionify policy requires direct contracting.

4. Renewals & Expansions

- **Renewals** (Years 1–3): Eligible if Partner remains in good standing and performs account management tasks: Quarterly health checks; response to support escalations within 3 business days; joint renewal planning 60 days prior to term end.
- **Expansions**: Orders at the same legal entity/site within 12 months of the initial close are eligible. New legal entities or sites require separate registration/approval.
- After Year 3, renewal commissions are **0%** unless otherwise agreed in writing.

5. Payment Triggers; Clawbacks

- Commissions accrue only upon Visionify's cash receipt of Net Revenue.
- Paid quarterly, within 60 days after quarter-end, against a valid invoice.
- Visionify may offset against chargebacks, refunds, credits, or unpaid amounts. Overpayments may be clawed back or offset against future commissions.

6. Compliance & Good Standing

- No commissions accrue during periods of Partner suspension or material breach.
- Visionify may require reasonable proof of Partner activity to maintain eligibility.
- Any conflicts are resolved under **§7.5** and **§7.6** of the Partner Terms of Service Agreement.