VIDIZMO PARTNER AGREEMENT

Master Terms

This VIDIZMO Partner Agreement (the "Agreement") is entered into as of the date of last signature below (the "Effective Date") by VIDIZMO Inc. ("VIDIZMO"), 1775 Tysons Blvd, FL 5, Tysons, VA 22102, and:

Partner name: _____

Partner address: _____

Each a "Party" and together the "Parties."

How This Agreement Works

These Master Terms apply to Partner in all cases. They do not by themselves allow Partner to resell or refer the Product. To do that, Partner signs Exhibit A (Reseller Terms), Exhibit B (Referral Terms), or both, at any time during the term. Each Exhibit is a short separate document that attaches to this Agreement. Partner signs only what it needs, when it needs it.

Adding an Arrangement

Partner does not need to choose now. When Partner is ready to resell, VIDIZMO will send Exhibit A for signature. When Partner is ready to refer, VIDIZMO will send Exhibit B. If Partner signs both, Partner must designate for each individual sales opportunity whether it is being pursued as a resale or as a referral, not both (see Section B5 of Exhibit B).

MASTER TERMS

1. Definitions

1.1 "Product" means VIDIZMO's enterprise agentic AI platform and the software products VIDIZMO offers from time to time, which as of the Effective Date comprise VIDIZMO Nexus, VIDIZMO AI Platform, VIDIZMO AI Intelligence Hub, VIDIZMO AI Live Insight, VIDIZMO EnterpriseTube, VIDIZMO Digital Evidence Management System (DEMS), and VIDIZMO Redactor — in each case together with their modules, updates, and successor or renamed products. This definition is intended to correspond to "VIDIZMO Software" as defined in the VIDIZMO Subscription Service Agreement; if VIDIZMO amends that definition, the amended definition applies here.

1.2 "Services" means the professional, managed, and support services VIDIZMO offers in connection with the Product, including AI professional services, redaction services, deployment, configuration, integration, training, and support. References in this Agreement to selling, reselling, or referring the Product include the Services unless stated otherwise.

1.3 "Customer" means anyone who acquires Product or Services from or through Partner, or who is referred by Partner to VIDIZMO, for their own use and not to resell, redistribute, or use for commercial hosting.

1.4 "Prospect" means a prospective customer identified or introduced by Partner.

1.5 "Confidential Information" means non-public information, know-how, and trade secrets in any form, whether exchanged before or after the Effective Date, that either Party designates as confidential or that a reasonable person would understand to be confidential. It excludes information that: (a) becomes public without breach of this Agreement; (b) was rightfully known to the receiving Party before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed without use of the disclosing Party's Confidential Information.

1.6 "Marks" means a Party's name, trademarks, service marks, trade names, logos, and trade dress.

2. Confidentiality

2.1 Each Party will use the other's Confidential Information only to perform this Agreement, protect it with reasonable care, and not disclose it without prior written consent — except to employees or advisors with a need to know who are bound by comparable obligations.

2.2 These obligations survive termination for five (5) years, except that obligations relating to trade secrets survive for as long as the information remains a trade secret under applicable law, and obligations relating to Customer or Prospect personal information survive without time limit.

2.3 Confidential Information may be disclosed as required by judicial or governmental order, provided the disclosing Party gives prompt notice where legally permitted so the other Party can seek protective treatment.

2.4 Each Party acknowledges that damages alone may not be an adequate remedy for breach of this Section, and that the other Party may seek injunctive relief in addition to any other remedy available to it.

3. Intellectual Property and Trademarks

3.1 VIDIZMO retains all right, title, and interest in the Product, all modifications, enhancements, and derivative works of the Product (by whomever made), all related documentation and materials, and all associated intellectual property rights. No license or right is granted to Partner except as expressly stated in this Agreement or an elected Exhibit.

3.2 Partner must not copy, distribute, duplicate, reverse engineer, decompile, disassemble, modify, adapt, translate, rent, lease, or create derivative works from the Product, except as expressly authorized by VIDIZMO or to the extent applicable law permits despite this restriction.

3.3 Use of Marks. During the term, each Party grants the other a non-exclusive, non-transferable, royalty-free license to use its Marks, including its name, word marks, and logos, solely to identify the Parties' relationship and to market and promote the Product and the Parties' related services under this Agreement, including on websites, partner directories, proposals, presentations, and co-branded marketing materials. Each Party will use the other's Marks only in accordance with the owning Party's then-current brand and trademark guidelines as provided to it, will not alter the Marks or combine them with other marks, and will not use them in a manner that is misleading or disparaging or that implies a relationship beyond this Agreement. On written notice, the using Party will correct or withdraw any non-conforming use within ten (10) business days. All goodwill from use of a Party's Marks benefits that Party. This license ends on termination, subject to a period of up to thirty (30) days to withdraw materials already in circulation. Partner will identify all Product by its VIDIZMO name and will not rebrand or relabel the Product without VIDIZMO's written authorization.

3.4 Each Party's Own Intellectual Property. Each Party retains all right, title, and interest in the intellectual property it owned before the Effective Date or develops independently of this Agreement (its "Background IP"), including, in Partner's case, its consulting methodologies, frameworks, assessment tools, know-how, and deliverables that do not incorporate the Product or VIDIZMO's Confidential Information. Nothing in this Agreement transfers, or grants any license to, a Party's Background IP except as expressly stated in writing, and no license is implied by conduct, estoppel, or otherwise.

3.5 Feedback. If Partner provides suggestions or feedback about the Product, VIDIZMO may use and incorporate it without restriction or obligation, provided VIDIZMO does not disclose Partner's Confidential Information in doing so. Product modifications, enhancements, and derivative works belong to VIDIZMO under Section 3.1 and are not Partner Background IP.

3.6 Jointly Developed Solutions. Any solution, offering, or intellectual property that the Parties jointly develop or jointly take to market (a "Joint Solution") will be governed by a separate written agreement signed by both Parties addressing ownership, licensing, commercial model, and go-to-market responsibilities. Until that agreement is signed: (a) each Party retains ownership of its own Background IP and its own contributions; (b) VIDIZMO retains ownership of the Product under Section 3.1; and (c) no jointly owned intellectual property arises.

4. Product Licensing and Use Restrictions

4.1 The following VIDIZMO agreements and policies are incorporated by reference and govern every Customer's licensing and use of the Product: (i) the VIDIZMO Subscription Service Agreement, which applies to SaaS deployments; (ii) the separate licensing agreement VIDIZMO makes available for Bring-Your-Own-Cloud, dedicated cloud, on-premises, and air-gapped deployments; (iii) the VIDIZMO Data Processing Agreement; (iv) the VIDIZMO Terms of Use; and (v) the VIDIZMO Privacy Policy and Responsible AI Statement — each as published at https://vidizmo.ai/ or otherwise made available by VIDIZMO, and updated from time to time. VIDIZMO will provide a current copy of any of them on request. These are referred to together as the "Product Terms."

4.2 If this Agreement conflicts with the Product Terms, the licensing agreement applicable to the Customer's deployment type prevails on all licensing and product matters.

4.3 Partner must not provide, resell, refer, or otherwise make the Product available for use in controlling the operation of equipment in any application where failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage — including nuclear facilities, aircraft navigation or flight control, air traffic control, transit vehicle control, FDA Class 2 or 3 medical equipment, and weapons systems.

4.4 Claims About the Product. Partner will describe the Product, its accuracy, and its certifications only as VIDIZMO describes them in its current published materials. Partner will not use Customer content, or any data received from VIDIZMO or a Customer, to train or fine-tune any AI model.

5. Term and Termination

5.1 Term. This Agreement begins on the Effective Date and continues for twelve (12) months, renewing automatically for successive twelve-month periods unless either Party gives sixty (60) days' prior written notice.

5.2 Termination for Convenience. Either Party may terminate this Agreement, or either Exhibit individually, without cause on sixty (60) days' prior written notice.

5.3 Termination for Breach. Either Party may terminate this Agreement, or the affected Exhibit, immediately on written notice if the other Party materially breaches and fails to cure within thirty (30) days — or immediately, without a cure period, if the breach is not curable.

5.4 Effect of Termination; Return on Request. On termination, Partner must immediately stop exercising any rights under the terminated Exhibit(s). On termination, or at any time on the disclosing Party's written request, each Party must within five (5) business days return or certify destruction of the other Party's Confidential Information in its possession and, in Partner's case, all VIDIZMO software, collateral, and price schedules, without retaining copies — except copies held in routine backups or required to be kept by law, which remain subject to Section 2.

5.5 Post-Termination Cooperation. For sixty (60) days after termination, Partner will, on request, provide reasonable assistance to any person VIDIZMO designates to take over Partner's former Customers or Prospects for the resale, referral, and support of the Product and Services. This Section does not require Partner to transfer, end, or restrict any consulting or other services relationship it has with those Customers or Prospects.

5.6 Survival. The following survive termination: Sections 1, 2, 3, 4, 6, 7, 8 and 9; the return and cooperation obligations in Sections 5.4 and 5.5; and any Exhibit provisions intended by their terms to survive.

6. Limitation of Liability

6.1 General Cap. Except as set out in Sections 6.2 and 6.3, each Party's total cumulative liability to the other arising out of or relating to this Agreement, whether in contract, tort or otherwise, will not exceed the greater of (a) the total amounts actually paid or payable between the Parties under this Agreement in the twelve (12) months preceding the claim, and (b) USD $50,000.

6.2 Increased Cap. For breaches of Section 2 (Confidentiality), for breaches of a Party's data protection or information security obligations, for misuse of the other Party's Marks, and for a Party's indemnification obligations under an elected Exhibit, each Party's total cumulative liability will not exceed the greater of (a) two (2) times the amount determined under Section 6.1(a), and (b) USD $500,000.

6.3 Exclusions from the Caps. Sections 6.1 and 6.2 do not limit liability for fraud, willful misconduct, gross negligence, or a Party's obligation to pay amounts due under this Agreement.

6.4 Excluded Damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility. This Section 6.4 applies to all claims, including those described in Section 6.2, but does not apply to fraud or willful misconduct.

6.5 Disclaimer. VIDIZMO provides the Product "AS IS," without warranty of any kind except as expressly stated in the Product Terms governing a Customer's use.

7. Non-Circumvention

7.1 During the term of this Agreement, and for twelve (12) months after it expires or terminates for any reason, Partner will not use VIDIZMO's Confidential Information, pricing, or discount structure to develop, provide, sell, or promote any product or service that competes with the Product, and will not approach any Customer or approved Qualified Referral that Partner learned of through this Agreement in order to move that account to a competing product.

7.2 This restriction applies regardless of which Exhibit(s) Partner elected, because Partner may gain access to VIDIZMO's pricing, discount structures, Customer relationships, and referral pipeline under either arrangement.

7.3 Nothing in this Section prevents Partner from selling, promoting, or developing products or services that compete with the Product, provided Partner does not use VIDIZMO's Confidential Information, pricing, or discount structure to do so and does not target Customers or approved Qualified Referrals it learned of through this Agreement.

7.4 Independent Customer Relationships. Nothing in this Agreement restricts either Party from maintaining or pursuing its own direct business relationship with any Customer or Prospect, including, in Partner's case, providing its own consulting, advisory, and professional services and, in VIDIZMO's case, providing the Product and Services directly — in each case subject to Section 2, Section 7.1, and any commission or registration protection owed under an elected Exhibit.

8. Records and Audit

8.1 During the term and for three (3) years afterward, Partner will keep usual and proper books and records of its performance under this Agreement, including Customer licenses, orders, and any referrals submitted.

8.2 VIDIZMO may audit those records at VIDIZMO's cost on reasonable advance written notice, during Partner's normal business hours and without unreasonably interfering with its business. Partner will promptly correct any errors or underpayments found, and will bear the reasonable cost of the audit if it discloses an underpayment of five percent (5%) or more for the period audited.

8.3 Audit results are Confidential Information under Section 2.

9. General

9.1 Independent Contractors. Partner acts as an independent contractor with no power to bind or obligate VIDIZMO. Nothing here creates an agency, joint venture, franchise, or partnership.

9.2 Mutual Indemnity. Each Party will indemnify and hold the other harmless against negligent or intentional acts by that Party, its representatives, employees, or contractors that cause injury or damage to third parties.

9.3 Entire Agreement; Amendment. This Agreement, including its signed Exhibit(s) and the Product Terms, supersedes all prior agreements between the Parties on this subject matter, whether oral or written, and may be amended only in a writing signed by both Parties.

9.4 Governing Law; Jurisdiction. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules, and by the federal laws of the United States. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Virginia.

9.5 Assignment. Partner may not assign this Agreement without VIDIZMO's prior written consent. It binds and benefits the Parties and their permitted assigns.

9.6 Notices. Notices must be in writing, delivered to the addresses on the first page or such other address as a Party designates in writing, and are effective on receipt.

9.7 Compliance with Laws. Partner will comply with all applicable laws, including U.S. Export Administration Regulations, U.S. sanctions administered by OFAC, and the U.S. Foreign Corrupt Practices Act. Partner will screen each Customer and Prospect against applicable sanctions and denied-party lists before submitting an order or referral.

9.8 Waiver; Severability. A failure to exercise any right is not a waiver of that right or of any subsequent breach. If any provision is unenforceable, it will be limited only to the extent necessary to make it enforceable, and the remainder of this Agreement is unaffected.

9.9 Force Majeure. Neither Party is responsible for any failure or delay in performance caused by events outside its reasonable control.

9.10 Attorneys' Fees. In any litigation between the Parties under this Agreement, the prevailing party may recover its reasonable attorneys' fees, costs, and expenses.

9.11 Counterparts. This Agreement may be executed in counterparts, each deemed an original.

9.12 Exhibits. Partner may not resell or refer until VIDIZMO and Partner have signed the applicable Exhibit. Each signed Exhibit forms part of this Agreement.

Signatures

VIDIZMO Inc.	**PARTNER**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____