EXHIBIT A

RESELLER TERMS

This Exhibit A forms part of, and is governed by, the VIDIZMO Partner Agreement (Master Terms) between VIDIZMO Inc. and the Partner named below. Terms defined there have the same meaning here.

Partner name: _____

Master Terms signed on: _____

A1. Appointment

VIDIZMO appoints Partner as an authorized Reseller of the Product, with a non-transferable, non-exclusive right to promote and sell the Product and Services subject to the Product Terms (Master Terms Section 4). Partner accepts the "Reseller Channel Partner" designation.

A2. Partner's Responsibilities

- Use best efforts to promote and sell the Product and Services and maintain good Customer relations, selling within VIDIZMO's established guidelines and the Product Terms.
- Obtain all demonstration and evaluation software from VIDIZMO. Limited-use software is provided at no charge for Customer evaluation, demonstrations, and Partner's internal use.
- Attend sales meetings and training as reasonably scheduled by VIDIZMO, and provide reports and sales forecasts as reasonably requested.
- Place all orders using the Sales Order form provided by VIDIZMO.
- Bear all credit risk, including invoicing, credit verification, collections, and timely payment for Customer use of the Product.
- Pay all VIDIZMO fees under this Exhibit on the payment terms in Section A5.
- Provide installation or training services on Customer deployments only where qualified by VIDIZMO to do so; Partner may charge the Customer directly for those services.

A3. VIDIZMO's Responsibilities

- Provide software, equipment, and product training, with additional training at Partner's request at a mutually reasonable time and place.
- Set the criteria for sales Certification and award it annually. Partner is "Certified" once VIDIZMO confirms in writing that Partner meets those criteria. VIDIZMO will give Partner the criteria in advance.
- Provide Product support to Customers under the Product Terms. Partner will direct Customers to VIDIZMO for support, unless the Parties agree in writing that Partner provides first-line support.

Partner assumes all of its own sales and marketing expenses.

A4. Orders, Acceptance, and Government Customers

A4.1 All orders are subject to VIDIZMO's acceptance, which will not be unreasonably withheld. VIDIZMO may reject an order for cause, including inadequate purchaser credit.

A4.2 Neither Party has liability for allegedly defective Product except as set out in the licensing agreement applicable to the Customer's deployment. Partner will not make any representation, guaranty, or warranty beyond that agreement.

A4.3 Partner must give VIDIZMO written notice before accepting an order from a government Customer, so VIDIZMO can address any additional requirements applicable to government sales. VIDIZMO may require additional terms for such orders, and Partner will pass through any flow-down terms VIDIZMO identifies.

A5. Pricing, Discounts, and Payment

A5.1 Partner will quote and submit orders based solely on prices fixed by VIDIZMO and will not discount without VIDIZMO's prior consent. VIDIZMO may amend its pricing policies on thirty (30) days' prior written notice.

A5.2 VIDIZMO publishes a Price List, updated on the first business day of each month, showing reference prices in U.S. dollars. Partner's invoiced price is the Price List price in effect when VIDIZMO accepts Partner's purchase order, less Partner's applicable partnership-level discount.

A5.3 So long as Partner remains Certified, VIDIZMO will supply Product at the discounted rates set for Partner's partnership level, subject to VIDIZMO's right to amend the discount at the start of each annual term.

A5.4 Partner will pay all invoiced amounts within thirty (30) days of the invoice date. Past-due balances accrue interest at one and one-half percent (1.5%) per month, or the maximum rate permitted by law if lower. VIDIZMO may also suspend pending orders until past-due amounts are paid.

A6. Partner's Customer Agreements

A6.1 Partner's agreement with each Customer must incorporate or reference the applicable Product Terms and must name VIDIZMO as a third-party beneficiary with the right to enforce those terms directly against the Customer and verify compliance with them.

A6.2 If applicable law prevents VIDIZMO from being a third-party beneficiary, Partner will assign to VIDIZMO, to the extent necessary, any rights or claims Partner has against the Customer under that agreement.

A7. Termination Effects on Reseller Discounts

A7.1 If VIDIZMO terminates this Exhibit for Partner's breach or misconduct, VIDIZMO has no further discount obligation to Partner.

A7.2 If VIDIZMO terminates this Exhibit because Partner cannot meet Certification requirements, or if Partner terminates for any reason, Partner is entitled to discounts on orders placed and shipped before the termination date.

A7.3 If VIDIZMO terminates this Exhibit for any other reason, Partner remains entitled to all discounts due under the discount schedule after termination.

A8. Indemnification

A8.1 Partner will indemnify, defend, and hold harmless VIDIZMO from third-party claims, damages, or expenses (including reasonable attorneys' fees) arising from Partner's material breach of this Exhibit or Partner's negligent or willful misconduct in marketing or supporting the Product.

A8.2 VIDIZMO will indemnify Partner against any final judgment or settlement arising from a third-party claim that the unmodified Product infringes a valid patent, copyright, or trade secret in the jurisdiction where it is marketed, provided VIDIZMO has sole control of the defense and settlement. This is the sole and exclusive remedy for such claims.

A9. Data Protection and License Compliance

A9.1 Partner will handle Customer and VIDIZMO data in accordance with the Product Terms and applicable data protection and export-control laws, across all deployment models — SaaS, bring-your-own-cloud, dedicated cloud, government cloud, on-premises or private cloud, and fully air-gapped.

A9.2 Where Partner processes personal data in connection with the Product, the VIDIZMO Data Processing Agreement applies. Partner will notify VIDIZMO within forty-eight (48) hours of any actual or suspected unauthorized disclosure, breach, or misuse of data received from VIDIZMO or its Customers.

A9.3 Partner will not participate in the unauthorized duplication, transfer, or use of counterfeit, pirated, or unlicensed copies of the Product, and will promptly report any suspected piracy or infringement to VIDIZMO. Partner will use reasonable efforts to ensure each Customer holds enough licenses for the users or devices actually using the Product, and to provide VIDIZMO with information to verify this on request.

A10. Insurance

Where Partner performs installation, training, or other services on a Customer deployment, Partner is responsible for those services and will maintain insurance appropriate to them, at the levels required by applicable law and by the Customer. Partner will provide evidence of that coverage to VIDIZMO or the Customer on request. A Partner that performs no such services need not maintain coverage under this Exhibit.

A11. Purchasing Through a Distributor

A11.1 VIDIZMO may authorize Partner to acquire Product and Services through a VIDIZMO-authorized distributor. VIDIZMO will confirm the authorized distributor to Partner in writing and may change it on thirty (30) days' prior written notice.

A11.2 For orders placed through that distributor: Sections A5 and A7 do not apply; the bullets in Section A2 requiring Partner to use the VIDIZMO Sales Order form and to pay VIDIZMO fees under Section A5 do not apply; and Partner will instead order from and pay the distributor on the distributor's pricing and payment terms. VIDIZMO sets Partner's partnership level and communicates the corresponding discount to the distributor. VIDIZMO is not a party to the agreement between Partner and the distributor and has no liability under it.

A11.3 VIDIZMO's right to accept or reject an order under Section A4.1, and Partner's obligations under Section A4.3 for government Customers, apply to every order, whether placed with VIDIZMO or with a distributor.

A11.4 For orders Partner places directly with VIDIZMO, the Sections named in A11.2 apply in full.

A11.5 For the purposes of Section 6.1 of the Master Terms, amounts Partner pays a distributor for VIDIZMO Product and Services count as amounts paid under the Agreement.

Section 6 (Limitation of Liability) of the Master Terms applies to this Exhibit and to all liability arising under it.

Signature - Exhibit A

By signing below, Partner elects the Reseller Arrangement and agrees to Exhibit A.

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