EXHIBIT B

REFERRAL TERMS

This Exhibit B 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: _____

B1. Appointment; Nature of the Relationship

B1.1 VIDIZMO appoints Partner, on a non-exclusive and non-transferable basis, as a Referral Partner to identify and introduce Prospects who may have an interest in the Product.

B1.2 Partner's role is limited strictly to referral. Partner may not resell, sublicense, host, or distribute the Product; quote, negotiate, or commit VIDIZMO to any pricing or terms; execute agreements or accept orders; or hold itself out as VIDIZMO's agent. Those activities require the Reseller Arrangement under Exhibit A.

B2. Qualified Referrals

B2.1 A "Qualified Referral" is a Prospect that meets all of the following at the time of submission:

- Partner submits the Prospect's name, company, and a specific named point of contact through VIDIZMO's designated referral submission process, with a description of the opportunity and Partner's relationship to the Prospect;
- Partner has a genuine, pre-existing business relationship or direct personal contact with that named individual, or has personally facilitated a live introduction between VIDIZMO and the Prospect;
- Partner has taken an active, substantive role in generating the Prospect's interest — discussing the Prospect's specific need, explaining how the Product may address it, or otherwise materially advancing the Prospect toward engaging with VIDIZMO;
- The Prospect is not already known to VIDIZMO as an open opportunity, existing customer, active quote or proposal recipient, or a lead submitted by another partner or generated through VIDIZMO's own marketing or sales efforts; and
- VIDIZMO approves the submission in writing (email is sufficient) within fifteen (15) business days. Approval or rejection is at VIDIZMO's reasonable discretion and is final.

B2.2 Exclusions. The following are not Qualified Referrals and give rise to no commission: (a) a Prospect identified from a publicly posted RFP, RFI, tender, or procurement notice — including SAM.gov, GovWin, agency procurement portals, or similar bid boards — where Partner has no genuine pre-existing relationship with the Prospect independent of that posting; (b) contacts obtained from scraped, purchased, rented, or aggregated lead lists, or bulk-submitted lists without individualized relationship detail for each named Prospect; (c) self-referrals, or referrals of any entity in which Partner or its principals hold an ownership or controlling interest; and (d) a Prospect that already has an open opportunity, active proposal, existing license, or prior engagement with VIDIZMO, or that VIDIZMO, another partner, or VIDIZMO's own marketing engaged first, whether or not Partner knew.

B2.3 Verification. VIDIZMO may request reasonable supporting evidence of Partner's relationship with, or introduction of, the Prospect before approving a submission. VIDIZMO may reject, or revoke prior approval of, any referral later found not to meet Section B2.1 or to fall within Section B2.2 — including after commission has been paid, in which case Section B4.4 (Clawback) applies.

B2.4 Deal Registration Protection. Once VIDIZMO approves a Qualified Referral in writing, VIDIZMO will not credit that same Prospect and opportunity to another referral partner, reseller, or its own direct sales team for commission purposes for twelve (12) months from approval, provided Partner continues to reasonably support the opportunity when asked and the opportunity remains active. An opportunity remains active while either Party records documented engagement with the Prospect (such as a meeting, demonstration, proposal, or substantive correspondence) at least

once every ninety (90) days. The Parties may extend protection for a specific opportunity by written agreement (email is sufficient).

B3. Partner's Obligations

B3.1 Partner will submit only good-faith, accurate information about each Prospect and its relationship to that Prospect, and will promptly notify VIDIZMO of any change in a Qualified Referral's status of which it becomes aware.

B3.2 Partner will not make any representation, warranty, quotation, or commitment to a Prospect on VIDIZMO's behalf, and will direct all product, pricing, and contractual discussions to VIDIZMO.

B4. Commission

B4.1 Rate. VIDIZMO will pay Partner a one-time referral commission of five percent (5%) of the First-Year Contract Value of the referred Customer's Initial Order arising directly from a Qualified Referral, unless the Parties agree in writing (email is sufficient) to a different percentage for a specific opportunity before the Initial Order is executed. "First-Year Contract Value" means the Net Amount actually received by VIDIZMO in cash attributable to the first twelve (12) months of the Customer's subscription or license term under the Initial Order, whether invoiced or paid in advance or otherwise. "Net Amount" means amounts actually received by VIDIZMO, excluding taxes, shipping, and any refunded or uncollected amounts.

B4.2 One-Time Payment. Commission is earned once per Qualified Referral, based solely on First-Year Contract Value. It does not apply to: (a) any portion of a multi-year Initial Order attributable to the second or any later year; (b) renewals, re-contracting, or any new order after the original term expires; or (c) upsells, additional licenses, or other purchases outside the scope of the original Initial Order — unless the Parties agree otherwise in writing for that specific opportunity.

B4.3 Payment Timing. VIDIZMO will pay Commission within thirty (30) days after actually receiving the First-Year Contract Value payment from the Customer, together with a statement showing the basis for the calculation.

B4.4 Clawback. If a Customer payment giving rise to a Commission is later refunded, reversed, or uncollected, or if a referral is later found not to have qualified, VIDIZMO may deduct the corresponding Commission from future payments owed to Partner or invoice Partner directly for repayment.

B4.5 Taxes. Partner is solely responsible for any taxes owed on Commission received under this Exhibit.

B4.6 Effect of Termination. Termination does not affect Commission already earned on Qualified Referrals approved before the termination date, provided the Customer executes the Initial Order and VIDIZMO actually receives the First-Year Contract Value payment within twelve (12) months after termination. No Commission accrues on referrals submitted after the termination date.

B5. Election Between Reseller and Referral Treatment

If Partner has also elected the Reseller Arrangement, Partner must designate in writing, when each opportunity is submitted, whether it is being pursued as a referral under this Exhibit B or as a resale under Exhibit A — not both. Commission under this Exhibit may not be combined with any reseller discount, margin, or other benefit under Exhibit A for the same opportunity.

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

Signature - Exhibit B

By signing below, Partner elects the Referral Arrangement and agrees to Exhibit B.

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