



CHANNEL PARTNER AGREEMENT

For

_____, 2025

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CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement (“Agreement”) is made effective as of the **[Effective Date]**, by and between:

OmnifiCX, Inc., a Delaware corporation with its principal office at **16192 Coastal Highway, Lewes, Delaware 19958, USA** (“OmnifiCX”, “Company”, “we”, “our”) and **[Partner Name]**, a [state or country] corporation with its principal office at **[Partner Address]** (“Partner”).

OmnifiCX and Partner may be referred to individually as a “Party” and collectively as the “Parties.”

1.0 PURPOSE AND DEFINITIONS

- 1.1 **Purpose.** OmnifiCX develops, owns and licenses product-based software, including SaaS, on-premise modules, APIs, and associated services. Partner desires to market, resell, distribute, support and promote such products (“Products”) and services to end customers (“Customers”) in a defined geographic area or market vertical (“Territory”), under the terms of this Agreement and subject to the non-transferable and revocable rights granted herein. OmnifiCX desires to grant Partner certain rights for that purpose, subject to Partner’s obligations herein.
- 1.2 **Definitions.** In addition to terms defined elsewhere, the following capitalised terms shall have the meanings set forth below:
 - a) **“Customer Order”** means a written or electronic order issued by a Customer to Partner (or to OmnifiCX via Partner) for Products, which is accepted by or on behalf of OmnifiCX under OmnifiCX’s standard ordering process.
 - b) **“Channel Discount”** means the discount or margin off OmnifiCX’s list price or reseller price that Partner receives for resale, as set out in Exhibit A.
 - c) **“Support Services”** means maintenance, updates, upgrades, technical support and other services concerning the Products, as described in relevant documentation or service levels.
 - d) **“Documentation”** means all user manuals, technical documentation, training materials, product guides and specifications for Products as provided by OmnifiCX.

- e) **“Intellectual Property Rights”** includes patents, copyrights, trademarks, trade secrets, moral rights, designs, know-how, technology and all other proprietary rights.
- f) **“Confidential Information”** means any information disclosed by one Party to the other, whether orally, in writing or electronically, that is marked confidential or reasonably should be understood to be confidential, including trade secrets, business information, pricing, customer lists, software, source code, roadmaps, financials, and marketing materials.
- g) **“Agent Model”** means a commercial model under which Partner introduces a prospective Customer to OmnifiCX, OmnifiCX contracts directly with and invoices such Customer, and Partner receives a commission as specified in Exhibit B.
- h) **“Reseller Model”** means a commercial model under which Partner contracts directly with and invoices the Customer for Products, and OmnifiCX invoices Partner pursuant to the pricing and margin structure set forth in Exhibit B.
- i) **“Subscription Revenue”** means the recurring fees invoiced to a Customer for access to and use of OmnifiCX Products, calculated at list price or OmnifiCX-approved discounted price. Subscription Revenue expressly **excludes**: (i) taxes, duties, VAT, and government-imposed fees; (ii) one-time implementation, setup, or onboarding fees; (iii) professional services, training, or consulting fees; (iv) third-party pass-through costs; and (v) custom development or other services.

2.0 APPOINTMENT, TERRITORY, AND NON-EXCLUSIVITY

- 2.1 Appointment.** OmnifiCX hereby appoints Partner as a non-exclusive reseller / channel partner to market, resell, distribute, implement, and support the Products to Customers, subject to the terms of this Agreement. This appointment does not grant Partner rights over any other channel partner or direct sales by OmnifiCX.
- 2.2 Territory & Market Vertical.** The Territory in which Partner may operate, and the market verticals or customer segments for which Partner is authorized, are specified in **Exhibit A**. OmnifiCX may adjust or expand Partner’s permitted Territory or verticals upon mutual written agreement.
- 2.3 Non-Exclusivity.** Nothing herein shall restrict OmnifiCX from appointing other channel partners, selling directly, or otherwise engaging in marketing or distribution in the Territory; provided that OmnifiCX shall not engage in intentional or bad-faith conduct specifically aimed at undermining Partner’s existing approved Customer relationships within the Territory.

3.0 RIGHTS AND RESTRICTIONS

3.1 Rights Granted. Subject to compliance with this Agreement, OmnifiCX grants Partner a revocable, non-exclusive, non-sublicensable license to:

- a) Market, promote, and distribute the Products to Customers;
- b) Use OmnifiCX's trade names, trademarks, logos and marketing materials, solely to advertise and promote the Products in accordance with OmnifiCX's brand guidelines;
- c) Provide first-level customer support (if agreed) to Customers, escalating technical or warranty issues to OmnifiCX in accordance with the Support escalation procedures.

3.2 Restrictions. Partner shall not:

- a) Modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to discover or derive the source code or underlying algorithms of any Products, except as and only to the extent permitted by mandatory law;
- b) Sublicense, resell (except as permitted herein), rent, lease, distribute, or otherwise transfer the Products except to the extent set out in this Agreement;
- c) Use Products (or permit use) in any manner that violates any laws or regulations, including (without limitation) U.S. export control laws, trade sanctions, data protection, anti-corruption, or those governing the use of encryption or privacy;
- d) Alter or remove any copyright, trademark, patent or other proprietary notices from the Products or documentation;
- e) Integrate Products with any third-party products or services in a way that implies endorsement by OmnifiCX or that could expose OmnifiCX to liability unless approved in writing.
- f) Rebrand, white-label, private-label, or offer OmnifiCX Products under any name, trade dress, or branding other than OmnifiCX's designated marks without OmnifiCX's prior written consent;
- g) Offer or quote pricing below OmnifiCX's published list prices without prior written discount approval through the Partner Portal.

3.3 Customer Agreements. All Customers to whom Partner sells or licenses Products must accept and comply with OmnifiCX's standard **EULA, Privacy Policy, Data Processing Addendum**, and other applicable policies. Partner must ensure that they shall not modify them or impose additional terms inconsistent with them without OmnifiCX's prior written consent. Partner shall indemnify and hold harmless OmnifiCX against any claims, losses, or liabilities arising from any failure by Customers to accept or comply with such terms where Partner has failed to enforce or communicate such obligations.

3.4 Partner shall cooperate with OmnifiCX in monitoring and reporting unauthorized use of the Products. OmnifiCX may deploy tools or tracking mechanisms to ensure compliance.

4.0 PARTNER'S OBLIGATIONS

4.1 Sales, Marketing, and Promotion. Partner shall use commercially reasonable efforts to market, promote and sell the Products, including but not limited to:

- Maintaining trained sales personnel;
- Conducting marketing, demonstrations, and promotional activities;
- Participating in trade shows, webinars or events when mutually agreed;
- Using OmnifiCX's approved marketing and branding materials;

4.2 Training & Certification. Partner shall ensure its staff are trained and certified by OmnifiCX as required. OmnifiCX may provide training materials and courses; Partner's failure to maintain required certifications may limit its rights under this Agreement.

4.3 Reporting and Forecasting. Partner shall provide sales reports, forecasts, and pipeline information in such format and frequency as reasonably requested by OmnifiCX. Partners achieving USD \$50,000 or more in trailing twelve (12) month Subscription Revenue shall participate in quarterly business reviews ("QBRs") with OmnifiCX to review performance, pipeline status, certification compliance, product feedback, and joint business planning.

4.4 Customer Support & Escalation. If Partner provides support to Customers, Partner shall adhere to the support levels agreed and shall escalate unresolved technical or warranty issues to OmnifiCX in the manner prescribed by OmnifiCX's Support Policies. Partner shall not make binding warranty commitments outside what OmnifiCX allows.

4.5 Compliance & Legal Obligations. Partner shall at all times comply with all applicable international, national, federal, state, and local laws, regulations, and ordinances relevant to its performance under this Agreement, including, without limitation:

- a) Export Controls and Sanctions:** U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), as well as any other applicable export, re-export, and sanctions laws in the Territory.
- b) Data Protection and Privacy:** All applicable data protection and privacy laws, including but not limited to:
 - a. The General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"),
 - b. The California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 et seq.) ("CCPA"), any other applicable national, regional, or local privacy laws in the Territory. Partner shall implement and maintain appropriate technical and organizational measures to protect any personal data processed in connection with this Agreement, in compliance with the above-mentioned laws.
- c) Anti-Bribery and Corruption:** All applicable anti-bribery, anti-corruption, and anti-money laundering laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and any similar applicable laws.
- d) Labor and Ethical Business Conduct:** All applicable laws relating to ethical business conduct, including those prohibiting slavery, forced labor, human trafficking, child labor, and mandating fair labor practices, wages, and working conditions.

- e) **Licensing and Regulatory Compliance:** Partner shall obtain and maintain all licenses, permits, certifications, consents, and approvals required by any governmental or regulatory authority in the Territory necessary for the performance of its obligations under this Agreement.
- f) **Right to Terminate:** OmnifiCX reserves the right to immediately terminate this Agreement upon written notice if Partner is found to be in breach of any of the obligations set forth in this Section.

4.6 Insurance. Partner shall maintain, at its own expense, adequate commercial general liability, cyber liability, and professional indemnity insurance coverage, with limits not less than **USD \$1,000,000 per occurrence**, and shall provide certificates of insurance upon request.

4.7 Subcontractor Liability. Partner shall remain fully liable for the acts and omissions of any subcontractors or agents engaged in the performance of its obligations under this Agreement.

4.8 Tier-Based Obligations. Partner acknowledges that certain obligations, eligibility criteria, certifications, support responsibilities, and benefits under this Agreement vary based on the applicable billing model and revenue tier, as set forth in Exhibit B. Failure to meet the requirements applicable to Partner's tier may result in downgrade, reclassification, revocation of reseller privileges, or other remedies available to OmnifiCX under this Agreement.

4.9 Customer References. Partner shall use commercially reasonable efforts to secure at least one (1) Customer reference, testimonial, or case study per calendar year, subject to prior Customer consent and applicable confidentiality obligations.

4.10 Reseller Obligations. Partners operating under the Reseller Model shall:

- a) provide Tier 1 customer support to Customers and escalate unresolved issues to OmnifiCX in accordance with OmnifiCX's Support Policy;
- b) deliver Customer onboarding services to the extent such onboarding is included in the applicable OmnifiCX subscription plan.

Failure to meet these obligations may result in revocation of Reseller Model privileges, reclassification to the Agent Model, or other remedies available to OmnifiCX under this Agreement.

4.11 Professional Services Delivery. Partner may deliver implementation, training, and consulting services provided that:

- a) Partner maintains at least one (1) OmnifiCX-certified technical resource;
- b) Partner follows OmnifiCX's implementation methodology and quality standards;

Partner assumes full responsibility and liability for service delivery outcomes; and Partner does not make commitments beyond standard Product functionality without OmnifiCX's prior written approval. All implementation, training, consulting, or professional services delivered by Partner are provided solely by Partner as independent

services and are not services of OmnifiCX. OmnifiCX disclaims all responsibility and liability for Partner-delivered services, whether or not related to the Products.

4.12 Implementation Certification. Prior to delivering implementation services independently, Partner may not deliver implementation services unless and until it has successfully completed OmnifiCX's Implementation Certification Program, which shall include:

- a) **Supervised Implementations.** Completion of two (2) supervised implementations with milestone reviews conducted by OmnifiCX;
- b) **Certification Audit and Term.** Successful completion of a certification audit, upon which OmnifiCX shall issue Implementation Certification valid for a period of twelve (12) months;
- c) **Recertification.** Annual recertification is required to maintain certification status and shall be subject to a fee of USD \$1,000 per year, which includes one (1) implementation audit;
- d) **Fee Waiver and Clawback.** Supervised implementation fees of USD \$3,000 are waived for the initial twelve (12) months following the Effective Date. If Partner fails to meet the applicable minimum performance requirements during such period, OmnifiCX may invoice Partner for any previously waived certification fees;
- e) **Indemnification Limitation.** Any implementation services delivered by Partner without the required certification shall void Partner's indemnification protections under this Agreement with respect to such implementation; and
- f) **Optional Supervised Implementations.** Certified Partners may request OmnifiCX milestone reviews on any implementation for an additional fee of USD \$1,500 per engagement.
- g) **Grace Period.** If Partner's certified personnel depart or certifications lapse, Partner shall have sixty (60) days to restore compliance. During this period, Partner may continue existing engagements but shall not commence new implementations without OmnifiCX supervision. Failure to restore compliance may result in suspension of independent service delivery privileges.

4.13 Competitive Activities. OmnifiCX reserves the right to adjust Partner's tier status, reduce commission rates, revoke Reseller Model privileges, or terminate this Agreement if Partner's competitive activities materially harm OmnifiCX's business interests, as determined by OmnifiCX in its reasonable discretion.

5.0 OMNIFICX'S OBLIGATIONS

5.1 Product and Documentation Provision. OmnifiCX shall supply Partner with:

- a) Access to the Products, including APIs, or hosted services as necessary;
- b) All current Documentation, marketing and promotional materials, product roadmaps (to the extent OmnifiCX deems appropriate for Partner to perform its obligations).

5.2 Product Roadmaps. Partners achieving USD \$50,000 or more in trailing twelve (12) month Subscription Revenue shall be provided with quarterly product roadmap updates, subject to confidentiality obligations and any applicable non-disclosure agreement. Product roadmaps are indicative only, non-binding, and do not constitute commitments regarding future features, functionality, or release timelines.

5.3 Support and Training. OmnifiCX shall provide training programs, partner enablement resources, technical support, and escalation paths to enable Partner to fulfill its obligations.

5.4 Updates, Maintenance, and Warranty. OmnifiCX shall provide updates, patches, upgrades, error corrections and maintenance in accordance with its standard Product-support policies. OmnifiCX warrants that Products will conform materially to Documentation and be free from material defects under normal use.

5.5 Partner Support Escalation SLA. OmnifiCX shall use commercially reasonable efforts to respond to Partner support escalations within the following timeframes:

- Critical (system unavailable): four (4) business hours
- High (material functionality impacted): eight (8) business hours
- Normal: two (2) business days.

These response times apply solely to Partner escalations and do not constitute Customer service level commitments.

6.0 FEES, DISCOUNTS, COMMISSIONS AND PAYMENT

6.1 Pricing & Discount Structure. Pricing, Channel Discounts, and/or commission rates for resale are set out in **Exhibit B**. OmnifiCX reserves the right to change these terms upon **thirty (30) days' prior written notice**, provided that existing Customer Orders already placed in writing and accepted by OmnifiCX before such notice shall continue under the prior rates.

6.2 Co-Sell Engagements. For complex opportunities requiring joint participation, either Party may request a co-sell engagement. Commercial terms, revenue allocation, roles, and responsibilities shall be agreed in writing by the Parties prior to proposal submission to the Customer.

6.3 Ordering, Acceptance, and Payment Terms. Partner shall submit Customer Orders using OmnifiCX's standard order form or system. OmnifiCX reserves all rights to accept or reject any order. OmnifiCX shall issue invoices; payment by Partner (if applicable) shall be due **within thirty (30) calendar days** of invoice date unless otherwise agreed in writing.

6.4 Minimum Purchase Quotas (if any). If Exhibit B specifies minimum sales, purchase, or performance quotas, Partner agrees to meet these quotas. Failure to meet minimum quotas may be grounds for termination or adjustment of status or benefits.

6.5 Taxes, Duties, and Withholdings. Partner is responsible for all taxes (excluding taxes on OmnifiCX's income), customs duties, import/export fees, withholdings, or similar

governmental assessments related to its business under this Agreement. OmnifiCX may require documentation to support tax exemption where applicable.

- 6.6** Partner agrees not to disclose any pricing or discount terms under this Agreement to any third party, including Customers, without OmnifiCX's written consent.
- 6.7 Deal Registration.** Partner shall register qualified opportunities through OmnifiCX's partner portal. Approved registrations grant Partner exclusive pursuit rights for ninety (90) days. OmnifiCX shall not directly solicit registered accounts during such protection period.
- 6.8 Deal Conflicts and Pipeline Protection.** In the event of competing registrations, priority shall be determined by:
 - a) earliest valid registration;
 - b) demonstrated depth of Customer engagement; and
 - c) OmnifiCX's sole discretion.

Registration pricing shall be honored for ninety (90) days, after which re-registration shall be subject to then-current pricing.

- 6.9 Annual Partner Fee.** Partner shall pay an annual partner program fee of USD \$2,500 upon execution and each anniversary. If Partner achieves USD \$50,000 or more in Subscription Revenue (under either billing model) during the applicable twelve (12) month period, such fee shall be credited against the subsequent year's fee. OmnifiCX's determination of Subscription Revenue, commissions, margins, adjustments, reversals, tier qualification, and related calculations shall be final and binding absent manifest error.

7.0 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Ownership.** OmnifiCX retains all ownership and rights to all Intellectual Property Rights in and to the Products, Documentation, software, trademarks, service marks, domain names, and derivative works thereof. No ownership or title is conveyed to Partner beyond what is expressly granted in this Agreement.
- 7.2 License of Trademarks / Branding.** OmnifiCX grants Partner a limited, non-exclusive, royalty-free, revocable license to use OmnifiCX's trademarks, service marks, logos, trade names, and designated brand collateral, solely for the promotion, advertising, and selling of OmnifiCX Products, and in accordance with OmnifiCX's brand usage guidelines issued from time to time.
- 7.3 Feedback.** Partner agrees that any feedback, suggestions, or ideas ("Feedback") provided to OmnifiCX shall remain OmnifiCX's sole property; Partner hereby assigns to OmnifiCX all rights, title, and interest in and to such Feedback (including all Intellectual Property Rights therein), without additional compensation beyond that paid under this Agreement.
- 7.4 Third Party Claims.** Partner shall notify OmnifiCX promptly upon becoming aware of any third-party claim or legal proceeding that may affect OmnifiCX's Products, IP, or reputation.

8.0 CONFIDENTIALITY

- 8.1 **Confidential Duty.** Each Party shall (i) protect the Confidential Information of the other using at least the same standard of care as it uses to protect its own confidential information (but in no event less than reasonable care), (ii) use Confidential Information only for purposes allowed under this Agreement, (iii) not disclose Confidential Information to any third party except as authorized in writing, and (iv) ensure any permitted recipients are bound by confidentiality obligations at least as protective as those herein.
- 8.2 **Duration.** Confidentiality obligations shall survive termination of this Agreement for **three (3) years** or longer if required by law or if the information qualifies as trade secret under applicable laws.

9.0 DATA SECURITY AND PROCESSING

- 9.1 **Data Processing.** To the extent that Partner processes any Personal Data (as defined under applicable law) on behalf of OmnifiCX or its Customers in connection with this Agreement, the Parties agree to comply with the OmnifiCX Data Processing Addendum (“DPA”), which is incorporated by reference into this Agreement.
- 9.2 **Security Measures.** Partner shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage. Such safeguards shall include, at a minimum, encryption of data at rest and in transit, access controls, security policies, and regular risk assessments in accordance with industry best practices.
- 9.3 **Security Incident Notification.** Partner shall notify OmnifiCX in writing without undue delay, and in any event within forty-eight (48) hours of becoming aware of any actual or suspected Data Breach or Security Incident involving Personal Data processed under this Agreement. Partner shall cooperate fully with OmnifiCX’s investigation and mitigation efforts.
- 9.4 **Use of Sub-Processors.** Partner shall not engage any third-party sub-processor to process Personal Data on behalf of OmnifiCX without OmnifiCX’s prior written consent. Partner shall ensure that all approved sub-processors are bound by written agreements with data protection obligations equivalent to those in this Agreement and applicable data protection laws.
- 9.5 **Audit and Assessment Rights.** Upon reasonable notice, OmnifiCX may audit or assess Partner’s compliance with this Section, including through documentation review, security questionnaires, or third-party certifications, provided such audit does not unreasonably interfere with Partner’s operations.

10.0 NON-SOLICITATION AND NON-CIRCUMVENTION

- 10.1 Non-Solicitation of Personnel.** During the Term of this Agreement and for a period of twelve (12) months following its termination or expiration, Partner shall not, directly or indirectly, solicit, hire, or attempt to hire any employee, contractor, or consultant of OmnifiCX without OmnifiCX's prior written consent. This restriction does not apply to general solicitations not targeted at specific individuals (e.g., public job postings).
- 10.2 Non-Circumvention of OmnifiCX Relationships.** Partner shall not, during the Term of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly circumvent OmnifiCX by soliciting or entering into any agreement for the sale, licensing, or provision of Products with any Customer, prospect, or lead introduced by or obtained through OmnifiCX, without OmnifiCX's prior written consent.
- 10.3 Remedies.** Partner agrees that any breach of this Section 10 shall cause irreparable harm to OmnifiCX for which monetary damages may be inadequate. In the event of a breach or threatened breach, OmnifiCX shall be entitled to injunctive relief and any other remedies available at law or in equity.

11.0 INDEPENDENT CONTRACTORS

- 11.1 No Agency or Partnership.** The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary relationship, or employment relationship between the Parties. Neither Party shall have any authority to bind or obligate the other in any manner without the other's prior written consent.
- 11.2 No Exclusive Relationship.** Except as explicitly stated in this Agreement, nothing herein shall be construed as creating any exclusive arrangement between the Parties. Either Party may engage in similar or competing business arrangements with third parties.
- 11.3 Responsibility for Personnel.** Each Party shall be solely responsible for the supervision, direction, compensation, and benefits of its own employees and contractors and shall ensure that they comply with the terms of this Agreement.

12.0 EXPORT CONTROL AND LEGAL COMPLIANCE

- 12.1 Export Laws.** Partner acknowledges that the Products and related technology may be subject to U.S. export control laws, sanctions, and trade restrictions (including EAR, OFAC, and others). Partner shall not export, re-export, transfer, or use the Products in violation of such laws.
- 12.2 Representations and Warranties.** Partner represents and warrants:
 - a) It is not located in, under control of, or a national or resident of any country subject to U.S. export embargo or sanction;
 - b) It is not listed on any U.S. government restricted or prohibited party list;

- c) It will not use the Products in service of prohibited or restricted end uses (e.g., weapons, military, nuclear applications) without proper licenses.

12.3 Indemnity for Export Violations. Partner shall indemnify, defend, and hold OmnifiCX harmless from any claim, loss, damage, cost, or expense (including reasonable attorneys' fees) arising from Partner's breach of export control law obligations.

13.0 TERM, RENEWAL, SUSPENSION, TERMINATION AND SURVIVAL

13.1 Term. This Agreement commences on the Effective Date and shall continue for an initial term of **one (1) year**, unless earlier terminated as provided in this Agreement.

13.2 Renewal. Unless either Party gives written notice of its intention not to renew at least **thirty (30) days** prior to the end of the then-current term, this Agreement shall automatically renew for additional one-year terms under the same terms, except for pricing or commission which may be revised as per Section 6.

13.3 Suspension. OmnifiCX may suspend Partner's rights (including access to Products, discounts, support, or branding materials) immediately and without liability if:

- a) Partner fails to make any payment due under this Agreement and such failure continues for more than **fifteen (15) days** after written notice;
- b) Partner materially breaches any provision of this Agreement and does not cure such breach within **fifteen (15) days** after written notice;
- c) OmnifiCX reasonably believes Partner's conduct poses risk to OmnifiCX's reputation, intellectual property, customer relationships, or is in violation of export or data protection laws.

13.4 Termination. Following the initial twelve (12) months from the Effective Date, either Party may terminate this Agreement:

- a) For cause, if the other Party materially breaches this Agreement and fails to cure within the period specified in Section 13.3;
- b) For insolvency, bankruptcy, or if Partner ceases business operations;
- c) For convenience, by either Party with **thirty (30) days** prior written notice;

13.5 Change of Control. OmnifiCX may terminate this Agreement immediately upon written notice if Partner undergoes a change of control, merger, acquisition, or sale of substantially all assets, and OmnifiCX reasonably determines that such change adversely affects its interests.

13.6 Effects of Termination. Upon termination or expiration:

- a) Partner shall immediately cease marketing, distributing, or reselling Products;
- b) Return or destroy all OmnifiCX confidential materials, branding materials, copies of software or documentation;
- c) OmnifiCX may disable Partner's access to systems or partner portals;

- d) Partner shall fulfill outstanding Customer Orders accepted before the effective termination date;
- e) Partner shall not, for a period of twenty-four (24) months after termination, directly or indirectly solicit, market to, or contract with any Customer introduced by or to OmnifiCX for the same services as provided by OmnifiCX unless separately agreed in writing.
- f) Any annual partner program fees paid pursuant to Exhibit B are non-refundable and shall survive termination or expiration of this Agreement, except as expressly stated otherwise in Exhibit B.

If any post-termination restriction is held unenforceable as written, such restriction shall be enforced to the maximum extent permitted by applicable law. All rights, obligations, and liabilities accrued prior to termination survive, including those relating to Intellectual Property, Confidentiality, Indemnification, Fees, and Governing Law.

13.7 Transition Assistance. Upon termination or expiration of this Agreement, Partner shall reasonably cooperate with OmnifiCX for a period of up to sixty (60) days to transition active Customer implementations to OmnifiCX or a designated replacement partner, subject to reasonable scope and availability.

14.0 SURVIVAL

The following provisions shall survive termination or expiration of this Agreement: Sections 7 (Intellectual Property), 8 (Confidentiality), 9 (Data Security and Processing), 10 (Non-Solicitation and Non-Circumvention), 12 (Export Control), 15 (Warranties, Indemnification, and Limitation of Liability), and 16 (Governing Law and Dispute Resolution). In addition, the provisions set forth under Section 6 (Fees, Discounts, Commissions and Payment), including all payment obligations, fee provisions (including any annual partner fees), commission or reseller margin entitlements, clawback or reimbursement rights, non-refundability provisions, and any other financial obligations or remedies arising under this Agreement or Exhibit B shall survive termination or expiration of this Agreement until fully satisfied or resolved.

15.0 WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY

15.1 OmnifiCX Warranties. OmnifiCX warrants:

- a) That it has full power and authority to grant the rights granted herein;
- b) That the Products will materially conform to the Documentation under normal use;

- c) That it will comply with applicable laws, export control, data protection regulations in supplying the Products.

15.2 Partner Warranties. Partner warrants:

- a) That it will act in conformity with this Agreement and all applicable laws;
- b) That any representations made to Customers are accurate and in line with OmnifiCX's approved materials;
- c) That it will not misuse the Products or omit disclosure of required terms (such as EULA) to Customers.

15.3 Indemnification. Partner shall indemnify, defend, and hold harmless OmnifiCX, its officers, directors, employees, affiliates and agents from and against any third-party claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of:

- a) Partner's breach of this Agreement, including failure to comply with law or export controls;
- b) Partner's negligence or willful misconduct;
- c) Inaccurate representations to Customers;
- d) Unauthorized use or distribution of Products by Partner or Customer that results from Partner's failure to ensure EULA compliance.
- e) Breach of confidentiality and data protection obligations.

OmnifiCX shall indemnify Partner against any claim that OmnifiCX's Products infringe any third-party intellectual property right, provided that Partner gives prompt written notice, OmnifiCX has sole control of the defense, and Partner cooperates reasonably. Notwithstanding the foregoing, Partner's entitlement to indemnification protection is expressly conditioned upon compliance with applicable certification and service delivery requirements set forth in Section 4 and Exhibit B.

15.4 Limitation of Liability. Except in cases of gross negligence, willful misconduct, or liability which cannot be excluded by law, OmnifiCX's aggregate liability under this Agreement for all claims arising in any calendar year shall not exceed the total commissions or payments made to Partner in the immediately preceding twelve (12) months. For purposes of this Agreement, gross negligence and willful misconduct shall not include ordinary negligence, errors in judgment, commercial decisions, roadmap changes, product evolution, failure to meet non-binding timelines, or good-faith exercise of contractual rights.

16.0 GOVERNING LAW, DISPUTE RESOLUTION, AND GENERAL PROVISIONS

- 16.1 Governing Law.** This Agreement, and all claims, disputes or controversies arising under or in connection with it, shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of laws principles.
- 16.2 Venue and Jurisdiction.** Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **New Castle County, Delaware**, and the Parties consent to the personal jurisdiction of those courts.
- 16.3 Dispute Resolution.** The Parties agree to attempt good faith negotiation to resolve any dispute. If not resolved within twenty-one (21) days, either Party may institute litigation in the courts specified in Section 16.2.
- 16.4 Assignment.** Partner may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of OmnifiCX. Any attempted assignment without such consent is void. OmnifiCX may assign this Agreement or its rights hereunder (in whole or in part) to any affiliate or successor entity or in connection with corporate reorganization, merger, or acquisition, provided that the assignee undertakes obligations under this Agreement.
- 16.5 Force Majeure.** Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement (except payment obligations) resulting from causes beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, pandemics, internet or power failures, cyberattacks, or other force majeure events.
- 16.6 Publicity.** Partner shall not issue press releases or make public statements regarding this Agreement or its relationship with OmnifiCX without prior written consent.
- 16.7 Entire Agreement.** This Agreement, together with the EULA, SaaS Agreement, Data Processing Addendum, Privacy Policy, and any Exhibit or Schedule attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, understandings, or proposals.
- 16.8 Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be severed or modified to the minimum extent necessary to make it valid, and the remainder of the Agreement shall continue in full force and effect.

17.0 EXHIBITS

- a) **Exhibit A** – Territory & Market Verticals; Partner Rights & Responsibilities
- b) **Exhibit B** – Pricing, Billing Models, Commission / Margin Structure, Performance Requirements & Partner Fees

Notice Address. All notices should be sent to the below-mentioned addresses of the parties.

Company Address for Notices

Attention: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Country: _____

Zip code: _____

Fax number: _____

Email: _____

OmnifiCX's address for Notices

16192, Coastal Highway,

Lewes, Delaware 19958

Attention: Rahul Gedupudi

Email: contracts@OmnifiCX.com

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client: _____

OmnifiCX, Inc.

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Territory & Market Verticals; Partner Rights & Responsibilities

This Exhibit A forms an integral part of the Channel Partner Agreement ("Agreement") between **OmnifiCX, Inc.** and **[Partner Name]**, effective as of **[Effective Date]**.

1.0 Authorized Territory

The Partner is authorized to market, resell, distribute, and support OmnifiCX Products in the following territory:

- a) **Primary Territory:** [Insert country or region, e.g., "United States"]
- b) **Extended Territory (if applicable):** [e.g., "Canada, Australia, etc."]
- c) **Exclusions:** [List any excluded countries or regions]

OmnifiCX reserves the right to modify the territory upon mutual written agreement with Partner.

2.0 Partner Rights

Subject to compliance with the Agreement, Partner is granted the following rights:

- a) To market, promote, and resell OmnifiCX Products in the Territory and approved verticals;
- b) To use OmnifiCX's logos, trademarks, and marketing collateral, subject to brand usage guidelines;
- c) To access sales enablement tools, demo environments, and technical documentation;
- d) To provide first-level technical support (where Partner is certified and authorized);
- e) To participate in lead registration programs (if applicable).

3.0 Partner Responsibilities

Partner agrees to:

- a) Maintain at least **one (1)** certified sales or technical representatives;
- b) Complete OmnifiCX training and certification within **90 days** of onboarding;
- c) Submit quarterly sales forecasts and performance reports;

- d) Promptly escalate unresolved support or warranty issues to OmnifiCX per the support policy;
- e) Participate in at least **one (1)** joint marketing activity per year (e.g., webinar, event);
- f) Ensure Customers accept OmnifiCX's EULA, Privacy Policy, and related legal terms prior to access or use of Products.

4.0 Non-Exclusivity Acknowledgement

Partner acknowledges that its appointment is **non-exclusive** and OmnifiCX retains the right to appoint other partners, agents, or make direct sales within the Territory or verticals.

Client's Initials:

OmnifiCX's Initials:

Exhibit B - Pricing, Billing Models, Commission / Margin Structure, Performance Requirements & Partner Fees

This Exhibit B forms an integral part of the Channel Partner Agreement (“Agreement”) between **OmnifiCX, Inc.** and **[Partner Name]**, effective as of **[Effective Date]**. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

1.0 Billing Models

Unless expressly approved otherwise in writing by OmnifiCX, Partner shall operate under the **Agent Model by default**. The applicable billing model governs invoicing responsibility, revenue treatment, commission or margin eligibility, and tier qualification.

1.1 Agent Model (Default)

Under the Agent Model:

- a) OmnifiCX shall contract directly with, invoice, and collect payment from Customers for Products;
- b) Partner’s role shall be limited to lead identification, opportunity qualification, and sales support;
- c) Partner shall not invoice Customers for Products or represent itself as the seller or licensor of OmnifiCX Products; and
- d) Partner shall be entitled to receive commission in accordance with Section 2.

1.2 Reseller Model

Under the Reseller Model, subject to OmnifiCX’s prior written approval:

- a) Partner shall contract directly with and invoice Customers for Products;
- b) OmnifiCX shall invoice Partner based on the applicable reseller margin corresponding to Partner’s revenue tier;
- c) Partner shall be solely responsible for Customer billing, collections, credit risk, and payment disputes; and
- d) Authorization to operate under the Reseller Model is conditional and may be revoked by OmnifiCX upon Partner’s failure to comply with this Agreement.

2.0 Agent Model Commission

- (a) **Commission Rate.** Partner operating under the Agent Model shall be entitled to a commission of **fifteen percent (15%)** of Subscription Revenue.
- (b) **Calculation Trigger.** Commission shall be calculated and payable only on Subscription Revenue actually received by OmnifiCX from the Customer. Invoiced amounts that remain unpaid, partially paid, or in dispute shall not generate commission until collected.

(c) **Adjustments.** If OmnifiCX subsequently issues refunds, credits, or chargebacks against previously received Subscription Revenue, the corresponding commission shall be reversed and deducted from future payments or invoiced to Partner.

(d) **Payment Timing.** Commissions shall be calculated monthly and paid within thirty (30) days following the end of each calendar month in which OmnifiCX received the underlying Subscription Revenue. OmnifiCX shall provide Partner with a monthly statement detailing Customer name, transaction reference, Subscription Revenue received, and commission calculated.

(e) **Disputes.** Partner shall notify OmnifiCX in writing of any commission dispute within sixty (60) days of the relevant statement date. Disputes not raised within such period shall be deemed waived.

Agent Model commissions:

- a) are not tier-based;
- b) do not count toward Reseller Model revenue tier calculations; and
- c) are payable only for properly registered and approved transactions and subject to Partner's ongoing compliance with the Agreement.

3.0 Reseller Model Margin Structure

- (a) **Margin Calculation.** Under the Reseller Model, OmnifiCX shall invoice Partner at the Reseller Cost, calculated as: **Reseller Cost = Subscription Revenue × (1 – Applicable Margin Percentage)**
- (b) **Calculation Trigger.** Reseller Cost is determined based on Subscription Revenue **invoiced** to the Customer by Partner. Partner bears full responsibility for Customer collection, credit risk, and payment disputes.
- (c) **Tier Schedule.** The following margin percentages apply based on Partner's trailing twelve (12) month Subscription Revenue invoiced under the Reseller Model:

Tier	Annual Revenue (Trailing 12 Months)	Year 1 Margin	Year 2 Margin	Year 3+ Margin
Registered	< USD \$50,000	15%	8%	8%
Silver	USD \$50,000 – \$150,000	20%	12%	10%
Gold	USD \$150,000 – \$350,000	25%	15%	12%
Platinum	USD \$350,000+	30%	20%	15%

- (d) **Year Determination.** "Year 1," "Year 2," and "Year 3+" refer to each Customer's subscription year from their initial order date, not Partner's program tenure.
- (e) **Payment Obligation.** Partner shall pay OmnifiCX the Reseller Cost within thirty (30) days of OmnifiCX's invoice, regardless of whether Partner has collected payment from Customer.
- (f) **Refund Adjustments.** If Partner issues a refund or credit to Customer:

- Partner shall notify OmnifiCX within five (5) business days;
- OmnifiCX shall issue a corresponding credit to Partner for the proportional Reseller Cost; and
- Refunded amounts shall be deducted from Partner's TTM Subscription Revenue for tier calculation purposes.

4.0 Tier Calculation Rules

- Calculation Basis.** Partner's tier shall be determined based on trailing twelve (12) month Subscription Revenue invoiced to Customers under the Reseller Model, reviewed quarterly. Agent Model commissions do not count toward Reseller tier qualification;
- Tier upgrades or downgrades shall apply prospectively to new transactions commencing in the following quarter;
- Partner tier shall not reset annually and shall carry forward on a rolling basis;
- If Partner revenue falls below the applicable threshold for two (2) consecutive quarters, Partner shall be downgraded to the corresponding tier; and
- Renewal margins shall be locked at the tier rate in effect at the time the original Customer agreement was executed, regardless of subsequent tier changes.

5.0 Minimum Performance Requirements

To maintain eligibility for the applicable revenue tier, Partner shall meet the following minimum Subscription Revenue thresholds and certification requirements:

Tier	Minimum TTM Subscription Revenue	Certified Staff
Registered	—	1
Silver	USD \$50,000	1
Gold	USD \$150,000	2
Platinum	USD \$350,000	3

Failure to meet the applicable requirements may result in tier downgrade, reclassification, or revocation of Reseller Model privileges.

6.0 Deal Registration and Pricing Protection

- Partner shall register qualified opportunities through OmnifiCX's Partner Portal;
- Approved registrations grant Partner exclusive rights to pursue the opportunity for ninety (90) days;
- Pricing shall be honored at the rates in effect at the time of registration;

- d) Registrations expire after ninety (90) days and may be re-registered at then-current pricing; and
- e) In the event of conflicting registrations, priority shall be determined by earliest valid registration, depth of Customer engagement, and OmnifiCX's sole discretion.

7.0 Annual Partner Program Fee

- a) Partner shall pay an annual partner program fee of USD \$2,500, due upon execution of the Agreement and on each anniversary thereafter;
- b) If Partner achieves USD \$50,000 or more in Subscription revenue during the applicable twelve (12) month period, the fee shall be credited against the following year's fee; and
- c) The annual partner program fee is non-refundable, including upon termination or expiration of the Agreement.

8.0 Taxes

All commissions, margins, and fees are exclusive of applicable taxes, duties, VAT, or similar governmental charges. Partner shall be responsible for all such taxes except those based on OmnifiCX's net income.

9.0 No Double Compensation

Under no circumstances shall a single Customer transaction generate both a commission and a reseller margin.

10.0 Renewal Transactions

- a) Partner shall be entitled to commission or margin on Customer renewals for accounts originally acquired by Partner, provided Partner remains in good standing and maintains active engagement with the Customer.
- b) "Active engagement" means documented contact with the Customer at least once per calendar quarter.
- c) If Partner fails to demonstrate active engagement during the sixty (60) days prior to a Customer's renewal date, OmnifiCX may reassign the account, after which Partner's entitlement to future renewal compensation shall cease.
- d) Renewal rates shall be governed by the tier in effect at the time of the original Customer agreement per Section 4(e).

11.0 Expansion Revenue

- a) Partner shall be entitled to commission or margin on expansion revenue (additional seats, modules, or upgrades) from Customers originally acquired by Partner for twelve (12) months following the initial order date.

- b) After twelve (12) months, expansion opportunities shall be subject to deal registration. If Partner registers and is approved, Partner shall receive compensation at then-current rates.
- c) Expansion revenue generated by OmnifiCX without Partner involvement after the twelve (12) month period shall not generate Partner compensation unless a valid deal registration exists.

Client's Initials:

OmnifiCX's Initials: