PARTNER AGREEMENT

Partner Program Agreement

VB-PA | Vera AI | Version 1.0 | Effective July 2026

VendorBenchmark LLC · 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States

The terms for advisory firms, resellers, and consultancies running client engagements on Vera AI: the Partner Desk, program tiers, branding, and the enforced data boundary between a partner and its clients.

> This Partner Program Agreement (the "Agreement") is entered into between VendorBenchmark LLC, a limited liability company with its registered office at 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, and the publisher of the Vera AI platform (the "Provider") and the advisory firm, reseller, or consultancy identified in the signature block (the "Partner"). It governs the Partner's participation in the VendorBenchmark partner program (the "Program") and takes effect when the Partner is enrolled or signs below, whichever is first.

BACKGROUND

The Provider operates a partner program for firms that advise on software contracts, including resellers, software asset management and IT asset management consultancies, procurement advisors, and fractional IT leaders. The Program gives the Partner a working desk to run its client book, tools to grow it, and a brand to run it under, all inside a data boundary that keeps each client's files, prices, and analyst narratives in that client's own workspace.

1. DEFINITIONS

(a) **Partner Desk** means the in-product workspace where the Partner runs its client book, invitations, campaigns, and outcome reviews.

(b) **Client** means a customer organization that is linked to the Partner's book in the Program.

(c) **Client Workspace** means a Client's own tenant on the platform, which the Client controls.

(d) **Program Tier** means the Partner's tier in the Program, being Registered, Select, or Premier, which the Provider sets.

(e) **Outcome Grant** means a Client's consent, given and revocable from the Client Workspace, to share defined outcome data with the Partner.

(f) **Partner Brand** means the Partner's name, logo, color, tagline, and other marks used in co-branding.

(g) **Affiliate** has the meaning given in the Master Subscription Agreement.

2. APPOINTMENT

2.1 Non-exclusive. The Provider appoints the Partner as a non-exclusive participant in the Program, and the Partner accepts. Nothing in this Agreement grants exclusivity in any territory, market, or account, and each party may work with other partners, customers, and vendors.

2.2 Independent parties. The parties are independent contractors. Neither is the agent, employee, franchisee, joint venturer, or legal partner of the other, and neither may bind the other or make commitments, representations, or warranties on the other's behalf. The Partner scopes and agrees its own engagements directly with its Clients; those engagements are solely between the Partner and the Client, and the Provider is not a party to them and has no liability under them.

2.3 No authority to sign. The Partner has no authority to enter into any agreement, incur any obligation, or accept any liability in the name of or on behalf of the Provider.

3. PROGRAM TIERS

3.1 Every Partner sits on one Program Tier: Registered, Select, or Premier. The Provider sets the tier and may adjust it, taking into account the size and health of the Partner's client book. Each tier sets the working caps in the Partner Desk and the benefits available, such as public directory eligibility and white-label eligibility.

3.2 The Provider may change the features, tiers, and caps of the Program as it evolves. The Provider will not materially reduce the Partner Desk functions the Partner is actively using without reasonable notice.

4. THE PARTNER DESK

4.1 **Client book.** The Partner Desk gives the Partner a ranked attention queue and a client book showing, for each Client, adoption stage, the account owner within the Partner's firm, contract counts, upcoming renewals with their notice deadlines, and recent activity, all within the data boundary in the section below.

4.2 **Managed requests.** When a Client asks for managed help on a renewal, the request routes to the Partner, with the vendor, the renewal date, and the Client's note. The Partner scopes and delivers the engagement; the platform only tracks its state.

4.3 **Growth tools.** The Program provides branded invitations, prospect proposals built from the market engine, an optional public directory listing for eligible tiers, and a marketing desk with the Partner's own contact list. These tools carry the Partner Brand and are the Partner's to run.

5. CLIENTS AND INTRODUCTIONS

5.1 **How Clients join.** A Client enters the Partner's book in one of two ways: the Partner's own branded invitation, or a link created by the Provider after the Client agrees to it. Links between a Partner and a Client are created and removed only by the Provider, never self-served. Unlinking removes the Partner's visibility of that Client immediately.

5.2 **Referred leads.** Where a Client with no partner requests managed help, the Provider may refer the opportunity to the Partner. The Client remains anonymous until it agrees to an introduction, which is then brokered between the Partner and the Client.

5.3 **The Client relationship.** Each Client controls its own Client Workspace and its own subscription. Nothing in the Program transfers a Client's data, contracts, or account to the Partner, and a Client may leave the Partner's book at any time.

6. THE DATA BOUNDARY

The boundary between what a Partner can and cannot see is enforced in the database, not in the interface, and it is the same list the Provider shows Clients. Deeper access has exactly one honest path: the Client invites the Partner into its Client Workspace as a member. Every look the Partner takes within the boundary is audit logged on both sides.

THE PARTNER ALWAYS SEES	WITH THE CLIENT'S OUTCOME GRANT	NEVER THE PARTNER'S TO SEE
Contract and renewal dates	Realized savings amounts	Contract files and documents
Notice deadlines and stages	Invoice-verified share	Prices and spend figures
Org-level activity and adoption	Benchmark verdict scores	The analyst narrative
Meetings and messages	Closed renewal outcomes	Member identities and emails

6.1 **No circumvention.** The Partner will not attempt to access, infer, or extract any data outside the boundary, and will not ask a Client to reveal what the boundary withholds except through the Client inviting the Partner into its workspace as a member. An Outcome Grant is the Client's to give and to revoke, and the Partner will respect a revocation immediately.

7. BRANDING AND WHITE LABEL

7.1 **Co-branding.** Every Partner may apply its Partner Brand to invitations, landing pages, campaigns, the served-by mark in Client Workspaces, and the curated home. The Partner grants the Provider a non-exclusive, royalty-free license to display the Partner Brand for the purpose of operating the Program, and warrants that it holds the rights to the marks it uploads and that they do not infringe a third party's rights.

7.2 **White label.** Premier firms may be granted the white-label tier on request, which places the Partner's mark on the rail lockup in the Client Workspaces it serves and enables a verified sending domain the Partner controls. The Partner is responsible for the domain it registers and the DNS records it publishes, and for compliance with the sending domain's reputation and authentication requirements.

8. MARKETING AND COMMUNICATIONS

8.1 The Partner's marketing contact list is its own and is never harvested from Client Workspaces. The Partner will comply with applicable anti-spam and electronic-communications law, will honor unsubscribe requests, will send only under its own brand and reply-to, and will keep records of consent where the law requires them. The Partner will not represent that the Provider endorses the Partner beyond the Partner's participation in the Program, and will describe the platform and its results accurately.

9. PARTNER OBLIGATIONS

9.1 The Partner will:

(a) act professionally, lawfully, and in good faith toward its Clients and the Provider,

(b) make only accurate statements about the platform and never guarantee an outcome on the Provider's behalf,

(c) comply with the Acceptable Use Policy and keep its Partner Desk credentials secure,

(d) not misrepresent benchmark figures, savings, or verdicts, which remain decision support,

(e) hold the rights to any content and marks it uploads and not infringe a third party's rights, and

(f) comply with applicable anti-bribery, anti-corruption, export control, and sanctions laws in connection with the Program.

10. CONFIDENTIALITY

10.1 Each party will protect the other's confidential information with at least reasonable care and use it only to operate the Program, subject to the exclusions and compelled-disclosure carve-outs standard to a mutual confidentiality obligation. A Client's data governed by the data boundary above is confidential to that Client and to the Provider, and the Partner will treat it accordingly.

11. DATA PROTECTION

11.1 The Partner is the controller of the marketing contact data it brings to its own contact list and will process it in accordance with applicable data protection law. Where the Provider processes personal data on a Client's behalf, it does so under the Data Processing Addendum with that Client. The Partner will not use Client personal data it encounters through the Program for any purpose outside its engagement with that Client, and where the Partner acts as a processor or controller for a Client it will enter into the data protection terms that engagement requires directly with the Client.

12. INTELLECTUAL PROPERTY

12.1 The Provider owns the platform, the Program, and all intellectual property in them. The Partner owns its Partner Brand and its own content. Each party grants the other only the limited licenses this Agreement describes. Feedback the Partner gives about the platform may be used by the Provider without restriction or obligation.

13. WARRANTIES AND DISCLAIMERS

13.1 Each party warrants that it has the authority to enter into this Agreement. The Provider will operate the Program with commercially reasonable skill and care. Except as expressly stated, the Program and the platform are provided as is, and the Provider disclaims all other warranties to the fullest extent permitted by law. The Partner makes no warranty on the Provider's behalf.

14. INDEMNIFICATION

14.1 The Partner will defend and indemnify the Provider against third-party claims arising from the Partner's engagements with its Clients, the Partner's marketing and communications, the Partner Brand or content the Partner supplies, or the Partner's breach of this Agreement or of applicable law. The Provider will defend and indemnify the Partner against a third-party claim that the platform, as provided by the Provider and used in accordance with this Agreement, infringes that third party's intellectual property. The party seeking indemnity will give prompt notice, control of the defense, and reasonable cooperation.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or goodwill. Each party's total aggregate liability arising out of or related to the Program is limited to the amounts, if any, paid between the parties under the Program in the twelve months before the event giving rise to the liability, or, where no amounts are paid, to five thousand United States dollars. These limits do not apply to the Partner's indemnification obligations, to a breach of confidentiality or of the data boundary, or to liability that cannot be limited by law.

16. TERM, SUSPENSION, AND TERMINATION

16.1 **Term.** This Agreement starts when the Partner is enrolled in the Program and continues until terminated.

16.2 **Termination and suspension.** Either party may terminate this Agreement on thirty days written notice, or immediately if the other party materially breaches it and does not cure the breach within thirty days of notice. The Provider may suspend Partner Desk access that presents a security risk or materially breaches this Agreement or the Acceptable Use Policy, with notice where practicable.

16.3 **Effect.** On termination the Partner's access to the Partner Desk ends and the Provider removes the links between the Partner and its Clients. Each Client keeps its own Client Workspace, data, and subscription, unaffected. The sections on confidentiality, the data boundary, intellectual property, indemnification, limitation of liability, and general provisions survive.

17. GENERAL

17.1 Order of precedence. Where the Partner also subscribes to the platform, the Master Subscription Agreement governs that subscription and this Agreement governs the Program; if the two conflict on a Program matter, this Agreement controls.

17.2 Assignment, notices, and law. Neither party may assign this Agreement without the other's consent, except to a successor in a merger or a sale of substantially all of its assets. Legal notices go to the contacts in the signature block and, for the Provider, to VendorBenchmark LLC, 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, with a copy to legal@vendorbenchmark.com. Unless the parties agree a different governing law at enrollment, this Agreement is governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules, and the courts located there have exclusive jurisdiction.

17.3 Entire agreement. This Agreement is the entire agreement between the parties on the Program and supersedes prior discussions on it. Changes must be in writing and accepted by both parties. This Agreement may be signed in counterparts and by electronic signature. If any provision is unenforceable, the rest remains in effect, and a failure to enforce a provision is not a waiver of it.

By enrolling in the Program or signing below, the Partner agrees to be bound by this Agreement.

Any questions about this document go to legal@vendorbenchmark.com.

EXECUTION

The Provider VendorBenchmark LLC

Signature ____________________

Name ____________________

Title ____________________

Date ____________________

The Customer

Signature ____________________

Name ____________________

Title ____________________

Date ____________________