

ACCUSIGHTS EMPOWER PARTNER PROGRAM · PARTNER AGREEMENT

AccuSights Empower Partner Agreement

The contract between a Partner and AccuSights, Inc. for the AccuSights Empower Partner Program. Works together with Schedule 1 (Tier and Commission Schedule) and the Empower Partner Program Guide.

VERSION

**Version 2026.10 · Effective
November 1, 2026**

ISSUED BY

AccuSights, Inc.

2058 N. Western Ave, Chicago, IL 60647
support@accusights.com (subject "ATTN:
Legal Notice")

PROGRAM TERMS

accusights.com/legal

Security Through Compliance

Plain-language summary (not a substitute for the Agreement below)

What this is. The contract between you (the "Partner") and AccuSights, Inc. for the AccuSights Empower Partner Program. It works together with the Empower Partner Program Guide and Schedule 1 (Tier and Commission Schedule).

The idea in one line. *Client wins. Partner wins. AccuSights wins.* You bring a client to AccuSights; the client gets compliance and security services; you are "tagged" to that client and earn a share of everything the client ever buys from AccuSights, Inc. or AccuSights LLC, for as long as the client keeps paying.

How you get paid. A percentage of Gross Revenue Collected from each client tagged to you (Schedule 1 has the rates). If you refer a client and AccuSights does the rest, you earn most in the client's first year and keep a share for life: Referrers earn 15% in Client Year 1, 7.5% in Year 2 and 3.75% every year after; MSP and Platform Partners who only refer follow the same shape from their own higher starting rate. If you do the ongoing work — an MSP Partner managing the account (30–40%) or a Platform Partner delivering engagements and subscriptions in-platform (40–50%) — you keep the full rate every year you do it. Paid monthly by the 15th for the prior month, by Stripe Connect (ACH), once you have a W-9 or W-8 on file and your balance reaches \$50. The only clawback is for refunds or chargebacks inside 90 days.

What "lifetime tag" means. Your tag survives tier changes, new services, expansion, renewals and even a sale of AccuSights. It ends only if the client asks in writing to disassociate from you, you are terminated for cause or fraud, you actively move the client to a competitor, or the client pays nothing for 24 consecutive months.

What you must do. Be honest about what AccuSights does. Disclose that you earn a commission (we give you the wording). No spam, no bidding on our name, no discounts or side promises, no gifts over \$150. If you are a CPA or attorney, follow your professional rules or elect the Client Credit Option. MSP and Platform Partners have a few extra obligations (a named contact, a short certification, flow-down of our terms to your clients).

What AccuSights must do. Sell and deliver to the client, run the Portal, pay you accurately and on time, give you 30 days' notice of Program Guide changes, and never apply a Program Guide or Schedule 1 rate reduction to a client you have already tagged (a change in your own Tier or Level still moves the rate line that applies, and a demotion takes effect only after 90 days' notice and a chance to cure — Section 3.3).

If you leave or we part ways. Either side can end on 30 days' notice. If AccuSights ends it for convenience, your tags and commissions keep going. If you are terminated for cause or fraud, they stop. Anything earned is always paid.

If AccuSights is acquired. Your tags bind the buyer. The only alternative is that AccuSights or the buyer, within 180 days after the deal, pays you a one-time Buyout Payment of 3x (Referrer) or 6x (MSP or Platform Partner) your most recent monthly commission statement, minimum \$250, within 30 days of electing to do so — and commissions already earned are still paid.

Legal basics. Illinois law, Cook County courts, no jury, no class actions, one-year limitations period. Each side's liability is capped at commissions paid or payable in the prior 12 months, with the usual carve-outs.

1. Parties and Structure

1.1 Parties. This AccuSights Empower Partner Agreement (the "**Agreement**") is between **AccuSights, Inc.**, a Delaware corporation with its principal office at 2058 N. Western Ave, Chicago, IL 60647 ("**AccuSights**," "**we**," "**us**"), and the person or entity that accepts this Agreement through the Partner Portal or by signature below ("**Partner**," "**you**"). AccuSights and Partner are each a "**Party**."

1.2 AccuSights LLC. AccuSights LLC, an Illinois limited liability company and wholly owned subsidiary of AccuSights, Inc., is the sole contracting party for AccuSights Protect (SOC-as-a-Service / MDR and vCISO / CISO-as-a-Service). AccuSights LLC is **not** a party to this Agreement and has no obligations under it. Nonetheless, Commissions under this Agreement accrue on Gross Revenue Collected from a Tagged Client by **either** AccuSights, Inc. or AccuSights LLC, and **AccuSights, Inc. pays all Commissions**, including those calculated on Protect revenue collected by AccuSights LLC. AccuSights, Inc. may act as billing and collection agent for AccuSights LLC.

1.3 Program documents; order of precedence. The Program consists of (a) this Agreement, (b) Schedule 1 (Empower Tier and Commission Schedule), (c) the Empower Partner Program Guide (the "**Program Guide**"), (d) the Partner's Enrollment Statement generated in the Portal (tier, territory, effective date), and (e) any written Tier Addendum. If they conflict, the order of precedence is: Enrollment Statement or Tier Addendum signed by AccuSights; then this Agreement; then Schedule 1; then the Program Guide. The AccuSights Terms of Service and other policies at accusights.com/legal govern Partner's own use of the platform and are not modified by this Agreement.

1.4 Only written program terms apply. AccuSights will not honor or recognize any side letter, verbal promise, email assurance, or other arrangement that modifies or supplements this Agreement, Schedule 1, or the Program Guide unless it is a written Tier Addendum or Enrollment Statement signed by an authorized officer of AccuSights. AccuSights employees and contractors do not otherwise have authority to modify the Program. Partner's request for, or acceptance of, any such arrangement may result in loss of tier status or incentives and in withholding of the affected payments.

2. Definitions

Capitalized terms have the meanings below. Schedule 1 and the Program Guide use the same terms.

TERM	MEANING
"Active Tagged Client"	means a Tagged Client that, on the last day of a calendar month, has a paid subscription in force with AccuSights or AccuSights LLC or an open, paid engagement, as further defined in Schedule 1.
"Buyout Payment"	means the one-time payment described in Section 16.4.

TERM	MEANING
"Change of Control"	means, for AccuSights, Inc. or AccuSights LLC, a merger, an acquisition, a sale of all or substantially all of its assets or of the relevant business line (including the Program), or a change in majority ownership; and, for Partner, a merger, consolidation, sale of all or substantially all assets, or a transaction or series of transactions by which a person or group acquires more than 50% of Partner's voting power, other than an internal reorganization or financing round.
"Client Credit Option"	means the election described in Section 7 under which Commission is applied as a credit to the Tagged Client's AccuSights invoices instead of being paid to Partner.
"Client Year"	means each successive 12-month period measured from the date of a Tagged Client's first payment to AccuSights or AccuSights LLC. Client Year 1 begins on that first payment date and each later Client Year begins on the anniversary of it. The Client Year is per client and does not reset on the addition of services, seats or entities, on renewal, or on a change between Referred-Only and Managed status.
"Commission"	means the amount payable to Partner under Section 6 and Schedule 1, calculated as the applicable rate multiplied by Gross Revenue Collected from a Tagged Client.
"Deal Registration"	means the registration of a specific sales opportunity by a Tier 2 or Tier 3 Partner in the Portal under Section 5.
"Gross Revenue Collected"	means amounts actually collected by AccuSights, Inc. or AccuSights LLC from a Tagged Client for any AccuSights service (including Assess, Comply, CMMC Accelerator, AI Governance, Secure Office, Protect, vCISO, professional services, and platform subscriptions), net only of (a) sales, use, VAT and similar taxes, (b) refunds and chargebacks, and (c) third-party pass-through hardware or licenses re-billed to the client at cost. Amounts invoiced but not collected are not Gross Revenue Collected. For a Tier 2 white-label transaction under Section 10, Gross Revenue Collected means the wholesale amount collected from Partner.
"Level"	means, for a Tier 2 or Tier 3 Partner, its program level of Core, Select or Elite, determined under Section 3.3 and Schedule 1. Tier 1 has no Levels.

TERM	MEANING
"Managed Client"	means (a) for a Tier 2 Partner, a Tagged Client account that Partner actively co-manages, bundles with its own managed services, bills at wholesale, or white-labels, as selected for that client in the Portal at the time of order and confirmed by AccuSights; and (b) for a Tier 3 Partner, each Assess or Comply engagement and each Continuous Compliance subscription that Partner itself delivers in-platform to a Tagged Client. A client, engagement or subscription is a Managed Client only while Partner is actually performing that role.
"Marketing Materials"	means the logos, copy, images, decks, one-pagers, landing pages, email templates, disclosure language and other content that AccuSights makes available to Partner in the Portal.
"Marks"	means the AccuSights name, the names "Assess," "Comply," "Protect," "CMMC Accelerator," "Empower Partner Program," the associated logos, and any other trademarks AccuSights designates.
"Partner Portal" or "Portal"	means the partner area at portalaccusights.com (with enrollment at accusights.com/empower, or a successor URL) where Partner enrolls, obtains its Unique Link, registers referrals and deals, views statements and receives payouts.
"Program Guide"	means the AccuSights Empower Partner Program Guide, as updated under Section 21.
"Protection Period"	means the period during which an approved Deal Registration is protected under Section 5.
"Referral Registration"	means a Partner's submission in the Portal of a prospective client's name, company, email and phone under Section 4.2(b).
"Referred-Only Client"	means a Tagged Client that Partner introduced and that AccuSights sells to, contracts with, delivers to and manages directly, with no ongoing management or delivery role for Partner. Every Tier 1 Tagged Client is a Referred-Only Client. A Tier 2 or Tier 3 Tagged Client is a Referred-Only Client except to the extent it is a Managed Client.
"Tagged Client"	means a client (a legal entity together with its affiliates operating under the same email domain) that has been attributed to Partner under Section 4 and whose tag has not ended under Section 4.6.
"Tier"	means the Partner's program tier: Tier 1 (Empower Referrer), Tier 2 (Empower MSP Partner) or Tier 3 (Empower Platform Partner), as shown on the Enrollment Statement.

TERM	MEANING
"Unique Link"	means the tracking URL in the form <code>accusights.com/r/{partner-code}</code> (also usable as <code>?ref={partner-code}</code> on any <code>accusights.com</code> page), together with the QR code and UTM parameters assigned to Partner in the Portal.

3. Enrollment, Eligibility and Tier Assignment

3.1 Enrollment. Partner enrolls by completing the Portal application, accepting this Agreement, and (for Tier 2 and Tier 3) executing the in-site e-signature and receiving AccuSights' countersignature. Enrollment is effective on the date shown on the Enrollment Statement.

3.2 Eligibility. Partner represents that it (a) is at least 18 years old (if an individual) or a duly organized entity in good standing; (b) is not an employee of AccuSights or of any AccuSights customer whom it proposes to refer; (c) is not listed on, owned or controlled by a person on, any U.S. or other applicable sanctions list; and (d) has authority to enter this Agreement. AccuSights may decline or revoke enrollment at its discretion, including for reputational, competitive, legal or sanctions reasons.

3.3 Tier and Level assignment, promotion and demotion. AccuSights assigns Partner's initial Tier based on Partner's application and capabilities. Within Tier 2 and Tier 3, Partner holds one of three Levels — **Core**, **Select** or **Elite** — determined by the criteria in Schedule 1 (tenure in good standing, Active Tagged Client count or partner-sourced revenue, co-marketing activity and, for Elite, an annual joint business plan and case study). Tier 1 has no Levels and no volume accelerators. AccuSights reviews each Tier 2 and Tier 3 Partner's Level **every January** and at any time on Partner's request through the Portal; Tier placement and Level determinations are made at AccuSights' reasonable discretion applying the published criteria. A **promotion** takes effect on the first day of the month following the review. A **demotion** takes effect only after **90 days' written notice** and a cure period running through that notice; if Partner meets the criteria for its current Level by the end of the notice period, no demotion occurs. A change in Tier or Level never removes or affects a tag (Section 4.5). It moves only the rate line that applies under Schedule 1: the Managed Client rate follows Partner's Level from the effective date of the change, and the Client Year 1 rate of a Referred-Only Client is fixed at Partner's Level on that client's first payment date (Section 6.2).

3.4 Territory. Unless the Enrollment Statement states otherwise, Partner may operate worldwide, subject to Section 8.11 (sanctions and export) and to local law. AccuSights may restrict territory for legal or regulatory reasons on notice.

4. Appointment; Referral and Tagging

4.1 Appointment. AccuSights appoints Partner as a non-exclusive referral partner (Tier 1), MSP partner (Tier 2) or platform partner (Tier 3) for the AccuSights services. Partner is an independent contractor. Nothing in this Agreement creates an employment, agency, franchise, joint venture or fiduciary relationship.

Partner has **no authority** to bind AccuSights or AccuSights LLC, to quote or promise pricing other than then-current list pricing (except as expressly permitted for Tier 2 white-label under Section 10), to grant discounts, to make warranties or guarantees about the services, or to sign anything on AccuSights' behalf. AccuSights may appoint other partners and may sell directly, subject to the tagging and non-circumvention protections in this Agreement.

4.2 How a client becomes tagged. A client becomes a Tagged Client of Partner when **any** of the following occurs, subject to Sections 4.3 and 4.4:

- (a) **Unique Link.** The client creates an AccuSights account or purchases any service within **180 days** after its most recent click on Partner's Unique Link (measured by the Portal's tracking, including first-party cookie and click-ID attribution);
- (b) **Referral Registration.** Partner submits a complete Referral Registration (contact name, company, email, phone) in the Portal **before** the client's first contact with AccuSights, and the client subsequently creates an account or purchases;
- (c) **Client naming.** The client identifies Partner in the "How did you hear about us?" field at signup or in a Portal-linked form, or names Partner by email or phone to AccuSights before or at the time of first purchase; or
- (d) **Confirmed introduction.** For Tier 3 (and Tier 2 where applicable), AccuSights confirms in writing an auditor, assessor or consultant introduction made by Partner, including a warm introduction by email or joint meeting.

For Tier 2 and Tier 3, an approved Deal Registration also creates the tag as of the registration date.

4.3 First valid registration wins; conflicts. If more than one Partner claims the same client, the tag belongs to the Partner whose valid tagging event under Section 4.2 occurred first, measured by Portal timestamp. AccuSights will investigate and resolve any conflict within **5 business days** after it becomes aware of the conflict, applying this rule in good faith, and may request written confirmation from the client where the record is unclear. AccuSights' good-faith determination is final, subject to Section 4.7.

4.4 Exclusions. A client is not eligible to be tagged if, at the time of the tagging event, it (a) is an existing customer of AccuSights or AccuSights LLC (including a customer whose subscription lapsed fewer than 24 months earlier), (b) is a prospect in AccuSights' active sales pipeline with documented activity within the preceding **90 days**, (c) is already a Tagged Client of another Partner, (d) is Partner itself or an affiliate of Partner (see Section 6.11), or (e) was introduced through a public request for proposal issued before the tagging event. AccuSights will notify Partner in the Portal within **5 business days** after a Referral Registration or Deal Registration if an exclusion applies, stating the applicable ground (without disclosing confidential details of the other relationship).

4.5 What the tag survives. Once created, a tag survives and Commissions continue notwithstanding: (a) any change in Partner's Tier or Level, or in the client's Referred-Only or Managed status; (b) the client's addition of any new service, module, seat, or entity within the same domain, including a move from Assess or Comply to Protect or vCISO with AccuSights LLC; (c) expansion, upsell or price changes; (d) renewals, whether or not Partner is involved in the renewal; (e) a Change of Control of AccuSights (Section 16); and (f) for Tier 1, any lapse or dormancy of Partner's Portal activity. No selling activity is required of a Tier 1 Partner to keep a tag.

4.6 When a tag ends. A tag ends, and Commissions on that client stop accruing, **only** upon: (a) the client's written request to AccuSights to disassociate from Partner, made by an officer or authorized representative of the client (AccuSights will notify Partner and will not solicit such a request); (b) termination of this Agreement by AccuSights for cause under Section 17.3, or a finding of fraud, self-referral, side-letter or illegitimate-order conduct by Partner; (c) Partner actively soliciting, introducing or moving that client to a competing platform or service provider for services that compete with those AccuSights provides to that client; or (d) **24 consecutive months** in which Gross Revenue Collected from that client is \$0. If a client whose tag ended under (d) later returns, it may be tagged afresh under Section 4.2 by any Partner (including the original Partner).

4.7 Dispute window. Partner may dispute a tagging decision (including a conflict resolution or exclusion) by written notice to support@accusights.com (subject "ATTN: Empower Tag Dispute") within **30 days** after the decision appears in the Portal. AccuSights will review and respond within 15 business days. Decisions not disputed within the window are final.

4.8 Referral data. Partner represents that it has a lawful basis (including any consent or notice required by applicable privacy law) to share each referred contact's business contact details with AccuSights, and that it will not submit personal data of individuals who have not agreed to be contacted or whose data was obtained by scraping, purchase or other means inconsistent with applicable law.

5. Deal Registration (Tier 2 and Tier 3)

5.1 Purpose. Deal Registration gives Tier 2 and Tier 3 Partners price protection and incumbency on a specific opportunity and simultaneously creates the tag. Deal Registration is not required for Tier 1.

5.2 Submission. Partner registers an opportunity in the Portal with the client's legal name and domain, scope, estimated budget, champion or decision-maker, success criteria, and expected timing. One registration is approved per opportunity. Renewals of an existing Tagged Client do not require registration.

5.3 Approval. AccuSights will approve or decline a Deal Registration within **2 business days** by Portal notice and email. Registrations are declined for the exclusions in Section 4.4 or where the opportunity is already registered to another Partner. All approvals are at AccuSights' reasonable discretion.

5.4 Protection Period. An approved Deal Registration is protected for **120 days** from approval. Partner may request one extension of **60 days** through the Portal on documented selling activity (meetings, proposals, scoping). AccuSights will notify Partner 14 days before expiry. During the Protection Period AccuSights will not pay another Partner a Commission on that opportunity and will not quote the opportunity to another Partner at pricing better than Partner's.

On expiry without a purchase, all quotes issued under the registration are void and any Partner may register the opportunity.

5.5 Measurable activity. Tier 2 and Tier 3 Partners are expected to progress registered opportunities actively, remain responsive to AccuSights and the client, and execute any agreed engagement plan. AccuSights may revoke a Deal Registration (but not a tag already perfected by a purchase) where Partner has become non-responsive for 30 days or misrepresented the opportunity.

5.6 Incumbency. Where a Tagged Client of a Tier 2 or Tier 3 Partner comes up for renewal and another Partner or AccuSights direct sales competes for the renewal, Partner as incumbent receives a **10% price advantage**: AccuSights will quote any competing Partner at least 10% above the pricing offered through Partner. Incumbency is revocable only on the grounds in Section 4.6.

5.7 No side letters. Deal Registration benefits are as stated here and in the Program Guide. See Section 1.4.

6. Commissions and Payment

6.1 Rate card. Commission rates by Tier, Level and client status, the Tier 2 rate on AccuSights-sourced accounts, and Tier 3 in-platform delivery rates are set out in **Schedule 1**, which is incorporated by reference. In summary:

(a) **Tier 1 (Empower Referrer).** On every Tagged Client: **15%** of Gross Revenue Collected in Client Year 1, **7.5%** in Client Year 2, and **3.75%** in Client Year 3 and every Client Year after, for as long as the client pays. Tier 1 has no Levels and no volume accelerators.

(b) **Tier 2 (Empower MSP Partner).** On **Managed Clients**: **30%** (Core), **35%** (Select) or **40%** (Elite) of Gross Revenue Collected, flat in every Client Year for as long as Partner actively manages the account; plus **10%** of Gross Revenue Collected from AccuSights-sourced accounts Partner is assigned to manage under Section 10.7. On **Referred-Only Clients**: the Level rate (30%, 35% or 40%) in Client Year 1, one half of that rate in Client Year 2, and one quarter of that rate in Client Year 3 and every Client Year after.

(c) **Tier 3 (Empower Platform Partner).** On **Managed Clients** (Assess and Comply engagements and Continuous Compliance subscriptions Partner delivers in-platform): **40%** (Core), **45%** (Select) or **50%** (Elite), flat for as long as Partner delivers the engagement or subscription. On Protect and vCISO services Partner referred for its Tagged Clients: **30%** in Client Year 1, **15%** in Client Year 2 and **7.5%** in Client Year 3 and after. On any other purchase by a Tagged Client that Partner referred but does not deliver: **20%** in Client Year 1, **10%** in Client Year 2 and **5%** in Client Year 3 and after.

6.2 Client Years, the floor, and switching status. For a Referred-Only Client, the rate steps down on the anniversary of that client's first payment (per client, not on a calendar or enrollment date), and the Client Year 3 rate is the permanent floor: it applies in Client Year 3 and every Client Year after, with no further reduction. A payment is commissioned at the rate for the Client Year in which it is collected.

For a Tier 2 or Tier 3 Partner, the Client Year 1 rate of a Referred-Only Client is fixed at Partner's Level on the client's first payment date; the Managed Client rate follows Partner's Level from time to time. If a Referred-Only Client later becomes a Managed Client, the Managed Client rate applies to Gross Revenue Collected from the month in which the Managed status is recorded in the Portal, forward. If Partner's management or delivery ends while the tag continues, the client returns to the Referred-Only schedule at the Client Year it would otherwise be in. For a Tier 3 Partner, the Managed Client rate applies to the engagements and subscriptions Partner delivers and the Referred-Only schedules apply to everything else the same client buys.

6.3 Protect and vCISO revenue included. Gross Revenue Collected includes amounts collected by AccuSights LLC from Tagged Clients for Protect and vCISO services. AccuSights, Inc. pays the Commission on those amounts.

6.4 Commissions on collected revenue only. Commissions accrue only when, and to the extent that, AccuSights or AccuSights LLC actually collects cleared funds from the Tagged Client (or, for white-label, from Partner). No Commission is due on invoiced but uncollected amounts, credits, free trials, promotional periods, or amounts AccuSights waives in a bona fide dispute with the client.

6.5 Payment timing. AccuSights pays Commissions **monthly, by the 15th day of each month**, for Gross Revenue Collected in the preceding calendar month (net 15 from month-end), by Stripe Connect (ACH) payout to the account Partner designates in the Portal. If Partner's accrued balance is below **\$50**, it rolls over and is paid in the first month the balance reaches \$50, or on termination.

6.6 Tax forms; 1099. Before the first payout, a U.S. Partner must submit a completed IRS Form W-9, and a non-U.S. Partner a Form W-8BEN or W-8BEN-E, through the Portal. Commissions accrue but are not paid until a valid form is on file. AccuSights will issue Form 1099-NEC where required by law (for payments made in 2026 and later, the federal reporting threshold is \$2,000, as adjusted) and will withhold from any payout, including payouts to non-U.S. Partners, as required by law.

6.7 Commission statements. AccuSights posts a monthly statement in the Portal showing, per Tagged Client, Gross Revenue Collected, applicable rate, Commission accrued, adjustments, and payout status. Partner may also see clicks, signups, quotes, closed deals and MRR attributable to its Unique Link.

6.8 Disputes. Partner must raise any dispute about a statement in writing within **60 days** after it is posted, with reasonable detail. AccuSights will investigate and respond within 30 days and will pay any agreed shortfall with the next payout. Statements not disputed within 60 days are final except for manifest arithmetic error.

6.9 Clawback limited to refunds and chargebacks. The only adjustment AccuSights may make against Commissions already paid is for refunds or chargebacks of Gross Revenue Collected that occur within **90 days** after collection, in the amount of Commission paid on the refunded or charged-back sum. AccuSights will net such amounts against future payouts or, if none, invoice Partner. No clawback applies for client churn, non-renewal, or AccuSights' own credits or service failures.

6.10 Taxes. Commissions are inclusive of all taxes for which Partner is responsible. Partner is solely responsible for income, self-employment and other taxes on Commissions. AccuSights may deduct withholding taxes required by law and will provide evidence of remittance.

6.11 No Commission on own purchases, self-referrals or fraud. No Commission is payable on (a) purchases by Partner, its affiliates, owners, employees or contractors for their own use; (b) referrals of entities Partner controls or is controlled by; (c) transactions procured by fraud, misrepresentation, bot traffic, cookie stuffing, incentives to the client not approved under Section 8.7, or violation of this Agreement; or (d) transactions AccuSights reasonably determines to be illegitimate orders under Section 8.9. AccuSights may withhold and, if paid, recover Commission on such transactions.

6.12 Rate changes are prospective. If AccuSights reduces any Commission rate, shortens any Client Year schedule, lowers any floor, or tightens any Level criterion through a Program Guide or Schedule 1 change, the reduction applies only to clients tagged **after** the effective date of the change. Clients tagged before that date keep the rate card in force on their tagging date for the life of the tag. Rate increases apply to all Tagged Clients from the effective date. A change in Partner's own Tier or Level under Section 3.3 is not a rate-card change; it moves only the rate line that applies to Partner within the rate card in force for each client.

6.13 Set-off. Except for Section 6.9 adjustments and amounts Partner owes under Section 10 (wholesale invoices), AccuSights will not set off other claims against Commissions without Partner's written agreement or a final judgment.

7. Client Credit Option

7.1 Election. A Partner that is subject to professional-conduct rules restricting receipt of referral fees (including CPAs, accounting firms, attorneys and law firms), or any Partner that prefers it, may elect the Client Credit Option for any Tagged Client at or before the client's first purchase, using the Portal election form. Under the Client Credit Option, AccuSights applies a **credit on the Tagged Client's AccuSights invoices** (or AccuSights LLC invoices for Protect) equal to the **Tier 1 rate schedule** — 15% of Gross Revenue Collected in Client Year 1, 7.5% in Client Year 2, and 3.75% in Client Year 3 and every Client Year after — for the life of the tag, whatever Partner's Tier or Level, and pays nothing to Partner for that client.

7.2 Effect. A Client Credit Option election is irrevocable for that client while the client remains a customer, counts the client as an Active Tagged Client for Partner's Level criteria, and does not reduce Partner's Commission on other Tagged Clients. AccuSights will disclose the credit on the client's Order Form or invoice as an "Empower Partner credit" followed by Partner's name.

7.3 Attest and conflict situations. A CPA Partner must elect the Client Credit Option (or decline any fee) for any client for which the Partner or its firm performs audit, review, compilation requiring independence, examination of prospective financial information, or SOC examination services, and an attorney Partner must elect it wherever it cannot or does not obtain the client's informed written consent under Section 8.12.

8. Partner Obligations

8.1 Accurate representation. Partner will describe the AccuSights services accurately and only using claims contained in the Marketing Materials or otherwise approved in writing.

Partner will not state or imply that AccuSights certifies, accredits, "pre-certifies," guarantees compliance, guarantees an audit or assessment outcome, guarantees breach prevention or detection, or is a C3PAO, the Cyber AB, DoD, HHS/OCR, PCI SSC, AICPA, an ISO body or an auditor of record. Partner will not make any warranty on AccuSights' behalf.

8.2 FTC disclosure of material connection. Whenever Partner endorses, recommends, reviews, links to or otherwise promotes AccuSights in any medium (website, email, social media, video, webinar, conversation used as marketing), Partner will disclose clearly and conspicuously, in the same medium and difficult to miss, that Partner earns a commission or other benefit from AccuSights, consistent with the FTC Endorsement Guides (16 C.F.R. Part 255). AccuSights provides approved disclosure wording in the Marketing Materials and in the Referral Fee Disclosure Templates; Partner may use that wording or an equivalent that is at least as clear. Partner will not post reviews or testimonials of AccuSights presented as those of a customer, will not offer incentives conditioned on the sentiment of a review, and will otherwise comply with the FTC Consumer Reviews and Testimonials Rule (16 C.F.R. Part 465).

8.3 No spam; CAN-SPAM and TCPA. Partner will not send unsolicited bulk email, text or calls promoting AccuSights. Commercial email must comply with CAN-SPAM (accurate headers, physical address, working unsubscribe honored within 10 business days) and, where sent to Partner's own contacts, must be within the scope of any consent those contacts gave. Partner will not use automated dialing, prerecorded voice or SMS marketing without prior express written consent as required by the TCPA and state law. Partner will not send email that appears to come from AccuSights.

8.4 No brand bidding; no confusing domains or handles. Partner will not bid on, purchase or target "AccuSights," "Assess," "Comply," "Protect," "CMMC Accelerator," "Empower Partner Program," or confusingly similar terms (including misspellings) as paid search keywords, in ad copy, or as display URLs, and will not register or use any domain name, subdomain, social-media handle, app name or business name containing any Mark or a confusingly similar term. Partner will not use the Marks in a way that suggests Partner is AccuSights or its exclusive representative.

8.5 No discounts, promises or side letters. Partner will not offer clients discounts, rebates, credits, free periods, add-ons, future commitments, custom terms or any variation from AccuSights' published pricing and terms, except (a) a Tier 2 Partner's own resale pricing under Section 10, or (b) as AccuSights approves in writing for a specific opportunity. Any such unapproved promise is void as against AccuSights and AccuSights LLC and may be treated as a side letter under Section 1.4.

8.6 Only AccuSights terms. Partner will direct clients to accept AccuSights' Terms of Service and Order Form (and, for Protect, the AccuSights LLC Protect Services Agreement) without modification. Pre-printed or standard terms on any Partner or client document are rejected as to AccuSights and AccuSights LLC.

8.7 No unapproved client incentives. Partner will not pay, rebate, gift or otherwise pass through any portion of its Commission or other value to a client or the client's personnel to induce a purchase, except through the Client Credit Option or another mechanism AccuSights approves in writing. Nothing prevents Partner from bundling AccuSights services with Partner's own services at Partner's own pricing.

8.8 Gifts and entertainment. Partner will not offer AccuSights personnel, and AccuSights personnel will not offer Partner personnel, gifts, meals, entertainment or other benefits exceeding **\$150** in aggregate value per person per calendar year, and never anything in exchange for a tier placement, deal-registration decision or other program benefit.

8.9 Legitimate orders. Every purchase on which Partner claims Commission must be supported by a valid, final client order for the same scope, pricing and term, entered into by a genuine client for its own use. Partner will not submit or facilitate orders that are inflated, contingent on unwritten conditions, placed by shell entities, or intended to be cancelled, split, re-papered or resold to reach a threshold or generate Commission.

8.10 Anti-corruption. Partner will comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and all applicable anti-bribery and anti-kickback laws; will not offer or give anything of value to a government official, healthcare provider or other person to improperly obtain or retain business or influence any decision; and will not use Commissions or MDF for any improper payment. Partner will not pay or receive any fee tied to the referral of patients or to any item or service reimbursable under a federal healthcare program.

8.11 Sanctions and export. Partner will not refer, sell to or provide services for any person or entity on a U.S. or other applicable sanctions or denied-party list, or located in a comprehensively sanctioned country or region, and will complete AccuSights' sanctions screening in the Portal when provisioning end clients. Partner will comply with applicable export-control laws.

8.12 Professional-rules compliance for regulated professionals. Partner is solely responsible for compliance with the professional-conduct rules that apply to it and its personnel. Without limitation:

(a) **CPAs and accounting firms.** Partner will comply with AICPA Code of Professional Conduct § 1.520 (Commissions and Referral Fees) and, in Illinois, 68 Ill. Adm. Code 1420.200 and the Illinois Public Accounting Act, and with the equivalent rules of any other jurisdiction in which it practices. Partner will disclose the referral arrangement to the client **in writing before or at the time of the referral** (using the CPA disclosure template AccuSights provides, or an equivalent), and will not accept any Commission for a client for which it performs attest services (electing the Client Credit Option instead under Section 7.3).

(b) **Attorneys and law firms.** Partner will treat the receipt of a referral fee as a business transaction with, or financial interest adverse to, its client under Illinois Rules of Professional Conduct 1.7 and 1.8(a) (or the equivalent in Partner's jurisdiction), consistent with ISBA Advisory Opinion 97-04: full written disclosure of the fee and its terms in a manner the client can reasonably understand, advice that the client may seek independent counsel, and the client's **informed written consent** before any Commission is paid. Partner will confirm in the Portal that the disclosure and consent are complete for each Tagged Client, and will elect the Client Credit Option where it does not obtain consent. Partner will not receive a Commission for any matter in which AccuSights is engaged as Partner's subcontractor or in which the referral would compromise Partner's independent professional judgment.

(c) **Insurance brokers and others.** Partner will not condition any insurance placement on the client's purchase of AccuSights services and will comply with applicable insurance-producer, rebating and anti-inducement rules.

AccuSights provides disclosure templates as a courtesy; they are not legal advice, and Partner remains responsible for their adequacy under its own rules.

8.13 Data protection. Partner will process any personal data it receives from AccuSights or a client in connection with the Program only for the Program, in accordance with applicable privacy law and AccuSights' Privacy Policy, using reasonable security, and will not sell or share it for cross-context behavioral advertising. Section 4.8 applies to referral data Partner provides.

8.14 Portal credentials and security. Partner will keep its Portal credentials confidential, enable multi-factor authentication where offered, not share accounts, promptly notify AccuSights of any unauthorized access, and be responsible for all activity under its credentials.

8.15 Fair dealing among Partners. Partner will not coach a client to displace another AccuSights Partner, interfere with another Partner's client relationship, or register an opportunity it knows another Partner is actively working.

8.16 Compliance with law; monitoring. Partner will comply with all applicable laws in performing this Agreement. AccuSights may periodically review Partner's public marketing of AccuSights and may require corrections or removal within 5 business days of notice.

9. Tier 1 (Empower Referrer) Terms

9.1 Scope. A Tier 1 Partner refers clients using its Unique Link, Referral Registrations or client naming. AccuSights sells to, contracts with, invoices and delivers to the client directly. Tier 1 Partners have no delivery, support, activity, minimum or exclusivity obligations beyond compliance with Sections 8 and 11 through 14.

9.2 Benefits. Portal access, Unique Link with QR code and UTM builder, Marketing Materials, monthly statements, and the quarterly Referrer webinar, as described in the Program Guide.

10. Tier 2 (Empower MSP Partner) Terms

10.1 Engagement models. A Tier 2 Partner may, for any Tagged Client, (a) **refer** (client contracts with AccuSights directly and AccuSights manages the account; the client is a Referred-Only Client and Partner earns the Referred-Only schedule), (b) **co-manage or bundle** (Partner and AccuSights jointly sell; client contracts with AccuSights; Partner actively manages the account or bundles the service with its own managed services; the client is a Managed Client and Partner earns the flat Level rate), or (c) **wholesale or white-label resell** (Partner contracts with and bills the client under Partner's brand and purchases from AccuSights at wholesale; the account is a Managed Client). The model is selected per client in the Portal at the time of order and may be changed later under Section 6.2.

10.2 White-label wholesale pricing. For wholesale and white-label transactions, AccuSights sells to Partner at **wholesale = AccuSights list price less Partner's then-current Level rate** (30%, 35% or 40%).

No separate Commission is paid on wholesale or white-label transactions; the discount is Partner's margin and is the Managed Client rate for that account. Partner sets its own resale price to its client. Wholesale invoices are due net 30, without deduction or set-off, and bear late interest at 1.5% per month (or the maximum lawful rate, if lower). AccuSights may suspend white-label provisioning for accounts more than 10 days past due after notice.

10.3 Payment independence. For white-label transactions Partner's payment obligation to AccuSights is independent of whether Partner's client has paid Partner. Partner is responsible for collection from its client and bears the credit risk.

10.4 Flow-down to end clients. Before provisioning any AccuSights service to an end client under the white-label model, Partner will ensure the end client has accepted written terms at least as protective of AccuSights and AccuSights LLC as the AccuSights Terms of Service, Acceptable Use Policy and Data Processing Addendum (including the disclaimers, "not a certifier" language, limitation of liability, AI-output terms, and data terms), naming AccuSights, Inc. and AccuSights LLC as **third-party beneficiaries** entitled to enforce those terms directly. AccuSights will supply a model MSP End-User Agreement. If Partner fails to obtain such terms, Partner's indemnity under Section 15.4 for resulting claims is not subject to the cap in Section 16.

10.5 Protect for end clients. AccuSights Protect and vCISO are contracted only by AccuSights LLC. Any Protect or vCISO service purchased for an end client, in any Tier 2 model, requires that the **end client** (or Partner acting on the end client's behalf under documented written authority) accept the AccuSights LLC Protect Services Agreement, including its response-mode election and cap acknowledgment. Partner will not deploy, and AccuSights LLC will not activate, Protect for an end client that has not done so.

10.6 Support. In the white-label model, Partner provides first-line support to its clients; AccuSights provides second- and third-line support to Partner under its then-current support terms. In the referral and co-sell models, AccuSights supports the client directly. In no model will AccuSights solicit a Tagged Client to move from Partner to a direct relationship (Section 13).

10.7 AccuSights-sourced accounts. Where AccuSights assigns Partner to manage or fulfil an account that AccuSights sourced, Partner earns 10% of Gross Revenue Collected from that account, flat in every Client Year, for so long as Partner remains the assigned manager. Such accounts are not Tagged Clients and do not count toward Level criteria unless AccuSights states otherwise in writing.

10.8 Requirements. Partner will designate one named partner manager, have at least one person complete the Empower MSP certification course (approximately 2 hours) within 60 days of enrollment, and participate in a quarterly check-in with AccuSights.

10.9 NFR licenses. AccuSights may provide Partner not-for-resale ("NFR") or demonstration tenants for internal training and demonstration only. NFR tenants may not be used for production, for paid client services, or for any client's real data, are non-transferable, and may be terminated at any time. Misuse of NFR tenants is grounds for termination for cause.

10.10 Market Development Funds. Tier 2 and Tier 3 Partners accrue **MDF equal to 3% of partner-sourced Gross Revenue Collected**, calculated and posted to the Portal quarterly. MDF must be claimed for AccuSights-approved marketing activities by proposal submitted before the activity, with proof of performance after; unused MDF expires **two quarters** after the quarter in which it accrued.

MDF is reimbursed against documented third-party cost and may not be used for cash inducements, gifts, or anything prohibited by Section 8. The Program Guide contains the MDF rules and claim process.

10.11 Records and audit. Partner will keep complete and accurate records of its white-label transactions, end-client agreements, Deal Registrations, MDF activities and marketing of AccuSights for **24 months** after the transaction or activity. On **15 days'** notice, **no more than once per year** (or at any time on reasonable suspicion of a material breach), AccuSights or an independent auditor bound by confidentiality may inspect those records during business hours. If an audit reveals under-reporting or over-deployment exceeding 5%, Partner will pay the shortfall at list price and the reasonable cost of the audit.

10.12 Trials. Partner may run client trials or proofs of value through the Portal for up to 30 days; trial tenants auto-suspend at 30 days unless converted to a paid order.

11. Tier 3 (Empower Platform Partner) Terms

11.1 Platform license. AccuSights grants Partner a non-exclusive, non-transferable license during the Term to access and use the AccuSights platform, AI tools, templates and workspaces to deliver Assess and Comply engagements (and, where approved, other services) to Partner's Tagged Clients, under Partner's own brand, co-brand or the AccuSights brand, subject to the AccuSights Terms of Service and Acceptable Use Policy. Client tenants are provisioned in the Portal and remain the client's data.

11.2 Delivery models and rates. Partner may deliver an engagement or Continuous Compliance subscription itself in-platform (a Managed Client, at the flat 40%, 45% or 50% Level rate per Schedule 1, for as long as Partner delivers it), or request AccuSights backend delivery (in which case the engagement is a referred purchase and the Referred-Only schedule of 20% in Client Year 1, 10% in Client Year 2 and 5% in Client Year 3 and after applies, unless a Tier Addendum states otherwise; optional QA support on a Partner-delivered engagement does not change its Managed status). Protect and vCISO for Partner's Tagged Clients are delivered by AccuSights LLC and earn 30% in Client Year 1, 15% in Client Year 2 and 7.5% in Client Year 3 and after; other purchases Partner does not deliver earn 20%, 10% and 5% on the same schedule.

11.3 Quality acceptance. Partner's **first two** in-platform engagements are subject to AccuSights QA review before release to the client. AccuSights will review within 5 business days and may require corrections. After acceptance of two engagements, subsequent engagements are released on Partner's approval, subject to spot review.

11.4 Professional responsibility and independence. Partner is solely responsible for its professional work product, judgments, findings and advice, and for compliance with the independence, conflict and assessor rules applicable to it. Without limitation, a Partner that is a C3PAO, an RPO, a Cyber AB-credentialed assessor or an assessor under any other scheme will not both **consult** for and **assess** the same client in violation of the applicable conflict-of-interest rules, and will not use the platform to circumvent those rules. AccuSights is not the assessor, auditor or certifier of record for any Tier 3 engagement.

11.5 What AccuSights provides. The platform, AI-assisted analysis, framework mappings, control libraries, report templates, evidence workflows, optional QA, optional backend delivery, and support, as described in the Program Guide. AccuSights does not warrant that AI outputs are accurate or complete; Partner must review all outputs before relying on them or delivering them to a client.

11.6 Deliverable ownership. As between the Parties, Partner owns its client-facing report and professional work product for each engagement. AccuSights owns the platform, templates, control mappings, methodologies, AI models and prompts, output frameworks and formats, and all improvements, and grants Partner and its client a license to use platform-generated output within the delivered report. Partner will not remove AccuSights' proprietary notices from templates or extract templates or mappings for use outside the platform.

11.7 Requirements. Partner will designate a named practice lead, have at least one practitioner complete the Empower Platform certification (approximately one day) before delivering its first engagement, provide one approved case study per year (client-anonymized if required), and complete the QA acceptance in Section 11.3.

11.8 Applicable Tier 2 terms. Sections 10.4 (flow-down, where Partner contracts with the client), 10.5 (Protect), 10.9 (NFR), 10.10 (MDF), 10.11 (records and audit) and 10.12 (trials) apply to Tier 3 Partners.

12. Marks and Marketing

12.1 License. AccuSights grants Partner a non-exclusive, non-transferable, revocable license during the Term to use the Marks and Marketing Materials solely to identify Partner as an AccuSights Empower Partner and to promote the AccuSights services, in the form provided and in accordance with the AccuSights brand guidelines in the Portal.

12.2 New materials; approval. Partner may create its own materials referencing AccuSights only if they use approved claims and the disclosure in Section 8.2. Partner will submit new materials that use the Marks or make claims about the services through the Portal for approval; AccuSights will approve, request changes or decline within **5 business days**, and silence is not approval. Co-branded materials require AccuSights approval and must display Partner's brand as the primary brand and the "AccuSights Empower Partner" designation as secondary, unless the Program Guide specifies otherwise.

12.3 Partner marks. Partner grants AccuSights a non-exclusive license during the Term to use Partner's name and logo to identify Partner as an Empower Partner in the Portal, on the AccuSights website and in partner lists. Any press release or case study naming Partner requires Partner's prior written approval.

12.4 Goodwill; takedown. All goodwill from use of the Marks accrues to AccuSights. Partner will not challenge the Marks. Within 5 business days after notice from AccuSights, Partner will remove or correct any material AccuSights reasonably determines to be inaccurate, non-compliant or off-brand, and will cease all use of the Marks on termination (except in factual historical statements).

13. Non-Circumvention; Non-Solicitation

13.1 Mutual non-circumvention. During the Term and for **12 months** after termination, with respect to each Tagged Client: (a) AccuSights will not solicit that client to end its association with Partner, re-paper the relationship to exclude Partner's Commission, or move the client to another Partner, and will not pay another Partner a Commission on that client while Partner's tag is active; and (b) Partner will not introduce, refer, resell or migrate that client to a product or service that competes with the AccuSights services the client purchases, and will not accept payment from the client for AccuSights services outside the Program. Nothing restricts either Party from dealing with a client it can document it was independently engaged with before the tag, from responding to a client's unsolicited request, or from Partner's ordinary managed services or professional work not competitive with AccuSights.

13.2 No renewal end-runs. While a tag is active AccuSights will conduct renewal conversations with a Tier 2 or Tier 3 Partner's Tagged Client with Partner informed and, where the client agrees, involved, and will not use renewal discussions to disintermediate Partner. AccuSights will continue to communicate with clients directly for service delivery, support, billing, security notices and legal requirements.

13.3 Non-solicitation of employees. During the Term and for **12 months** after, neither Party will directly solicit for employment or engagement any employee of the other with whom it had material contact under this Agreement, excluding responses to general advertisements and unsolicited approaches.

14. Confidentiality

14.1 Definition. "Confidential Information" means non-public information disclosed by a Party in connection with the Program, including pricing not published on accusights.com, wholesale rates, commission statements, pipeline and client lists, product roadmaps, security information, platform templates, and the terms of any Tier Addendum; and, for Partner, its client lists and pipeline. It excludes information that is public without breach, already known, independently developed, or rightfully received from a third party.

14.2 Obligations. The receiving Party will use Confidential Information only for the Program, protect it with at least reasonable care, and disclose it only to personnel and advisors who need to know and are bound by confidentiality. A Party may disclose Confidential Information as required by law after reasonable notice (where lawful). These obligations last for 3 years after termination, and indefinitely for trade secrets and client personal data.

14.3 Client data. Data of a Tagged Client in the AccuSights platform is governed by AccuSights' agreement with that client and the Data Processing Addendum; nothing here grants Partner access to a client's data without the client's authorization.

15. Warranties; Disclaimers; Indemnities

15.1 Mutual warranties. Each Party warrants that it has authority to enter this Agreement and that its performance will comply with applicable law.

15.2 Partner warranties. Partner warrants that all information it provides in the Portal (including tax forms, referral data and Deal Registrations) is accurate, and that it has and will maintain all licenses, registrations and professional authorizations required for its activities.

15.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PROGRAM, THE PORTAL, THE PLATFORM, NFR TENANTS, MARKETING MATERIALS AND ALL SERVICES ARE PROVIDED "AS IS," AND ACCUSIGHTS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACCUSIGHTS DOES NOT WARRANT ANY LEVEL OF REFERRALS, CONVERSIONS, COMMISSIONS OR REVENUE, THAT THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY CLIENT WILL ACHIEVE CERTIFICATION, COMPLIANCE OR SECURITY OUTCOMES.

15.4 Partner indemnity. Partner will defend, indemnify and hold harmless AccuSights, AccuSights LLC and their officers, directors, employees and agents from third-party claims, and resulting losses, damages, penalties, fines, costs and reasonable attorneys' fees, arising out of (a) Partner's marketing, statements, representations or promises about AccuSights or the services not contained in approved Marketing Materials; (b) Partner's violation of Section 8, including the FTC rules, CAN-SPAM, TCPA, anti-corruption, sanctions or privacy law; (c) Partner's breach of professional-conduct rules or any claim by Partner's client relating to Partner's receipt of a referral fee; (d) Partner's own professional work product, advice or services (including Tier 3 engagements); (e) Partner's failure to obtain end-client terms under Section 10.4; or (f) Partner's breach of Section 8.9 or Section 14.

15.5 AccuSights indemnity. AccuSights will defend, indemnify and hold harmless Partner and its officers, directors and employees from third-party claims, and resulting damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement, alleging that the AccuSights platform or Marketing Materials, as provided by AccuSights and used in accordance with this Agreement, infringe a U.S. patent, copyright or trademark or misappropriate a trade secret. AccuSights has no obligation for claims arising from Partner's modifications, combinations with non-AccuSights materials, use after notice to stop, or Partner's own content. AccuSights may modify or replace the affected item or, if neither is commercially reasonable, terminate the affected license; this Section states AccuSights' entire liability for infringement.

15.6 Procedure. The indemnified Party will give prompt notice (delay excuses the indemnifying Party only to the extent of prejudice), tender control of the defense and settlement (no settlement imposing non-monetary obligations or admissions on the indemnified Party without its consent, not unreasonably withheld), and provide reasonable cooperation at the indemnifying Party's expense.

16. Limitation of Liability; Change of Control Buyout

16.1 Cap. EXCEPT FOR THE EXCLUSIONS IN SECTION 16.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CHARACTERIZED, WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "**CAP**"). ACCUSIGHTS' TOTAL LIABILITY UNDER ITS INDEMNITY IN SECTION 15.5 IS NOT SUBJECT TO THE CAP BUT WILL NOT EXCEED **TWO TIMES** THE CAP.

16.2 Excluded damages. EXCEPT FOR THE EXCLUSIONS IN SECTION 16.3, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL OR BUSINESS OPPORTUNITY, HOWEVER CHARACTERIZED, EVEN IF ADVISED OF THEIR POSSIBILITY. Commissions properly earned and unpaid are direct damages and are not excluded.

16.3 Exclusions from the cap and exclusion. Sections 16.1 and 16.2 do not apply to (a) Partner's indemnification obligations under Section 15.4 (AccuSights' indemnification obligation under Section 15.5 is subject to the two-times sub-cap in Section 16.1); (b) a Party's fraud, willful misconduct or gross negligence; (c) Partner's breach of Sections 8.10, 8.11 or 14, or misuse of the Marks or platform IP; (d) AccuSights' obligation to pay earned Commissions or the Buyout Payment; or (e) Partner's obligation to pay wholesale invoices.

16.4 Change of Control Buyout. On a Change of Control of AccuSights, Inc. or AccuSights LLC, AccuSights (or its successor) may, at its election by written notice to Partner within **180 days** after the Change of Control, terminate all future Commission obligations to Partner for all of Partner's Tagged Clients by paying Partner a one-time amount equal to **three times** (Tier 1) or **six times** (Tier 2 and Tier 3) the total Commission shown on Partner's **most recent monthly commission statement** posted before the notice (the "**Buyout Payment**"), subject to a minimum of **\$250**. The Buyout Payment is payable within **30 days** after the election notice. If the election is not made within the 180-day period, all tags, Commissions and this Agreement bind the successor. Commissions accrued through the date of the election notice remain payable in the ordinary course; after the Buyout Payment is made, no other amount is due to Partner under this Agreement except those accrued Commissions. On a Change of Control of Partner, Partner's tags and Commissions may be assigned to the acquirer under Section 22.3, and if the acquirer is a competitor of AccuSights or declines to assume this Agreement, AccuSights may elect the same buyout on the same terms.

17. Term and Termination

17.1 Term. This Agreement begins on the Enrollment Statement date and continues for **one year**, renewing automatically for successive one-year terms unless terminated under this Section.

17.2 Termination for convenience. Either Party may terminate this Agreement for convenience on **30 days'** written notice.

17.3 Termination for cause. Either Party may terminate immediately on written notice if the other (a) materially breaches this Agreement and fails to cure within 15 days after notice (no cure period for breaches of Sections 8.2 through 8.11, 8.14, 14, or for fraud, self-referral, side letters or illegitimate orders); (b) becomes insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy proceedings not dismissed within 60 days; or (c) is a Partner that has been the subject of professional discipline, sanctions listing, or conduct that in AccuSights' reasonable judgment brings AccuSights into disrepute.

17.4 Suspension. AccuSights may suspend Partner's Portal access, Unique Link, Deal Registration privileges, NFR tenants or payouts, on notice, while it investigates a suspected material breach, fraud, security incident, or legal or sanctions concern, and will limit the suspension to what is reasonably necessary. Commissions continue to accrue during a suspension and are paid if the investigation does not result in termination for cause.

17.5 Dormancy. For Tier 2 and Tier 3 only, if 24 consecutive months pass with no Gross Revenue Collected from any of Partner's Tagged Clients and no Deal Registration, AccuSights may re-level Partner to Tier 1 on 30 days' notice. Existing tags are unaffected.

17.6 Effects of termination. On any termination or expiry:

(a) **Earned Commissions are paid.** AccuSights will pay all Commissions accrued through the termination date, and any amounts then due, within **13 days** after the termination date, and Commissions on Gross Revenue Collected after termination (where the tag survives) within 13 days after they become due, in each case regardless of the \$50 minimum. This clause is intended to satisfy the Illinois Sales Representative Act (820 ILCS 120) if and to the extent it applies.

(b) **Tags after termination for convenience or non-renewal.** If AccuSights terminates for convenience, declines to renew, or terminates the Program, or if Partner terminates for convenience, Partner's existing tags **continue** and Commissions on those Tagged Clients continue to be paid under Section 6 for the life of each tag, subject to Section 4.6 and Section 16.4. Partner may not create new tags after termination.

(c) **Tags after termination for cause or fraud.** If AccuSights terminates for cause under Section 17.3, or determines that Partner engaged in fraud, self-referral, side letters or illegitimate orders, all tags end on the termination date and no further Commissions accrue, without prejudice to payment of Commissions properly earned before that date on legitimate transactions.

(d) **Client subscriptions survive.** Termination does not affect any subscription, Order Form or engagement between a client and AccuSights or AccuSights LLC. In the white-label model, AccuSights will, at the end client's election, transition the end client to a direct relationship or to another Partner on the same or better pricing for the remainder of the then-current term, and Partner will cooperate in the transition.

(e) **Wind-down.** Partner will cease use of the Marks and Marketing Materials within 10 business days, return or destroy Confidential Information on request, pay any outstanding wholesale invoices, and lose access to the Portal except a read-only view of statements for 12 months.

17.7 Survival. Sections 1.2, 1.4, 2, 4.5–4.7, 6 (as to accrued and surviving Commissions), 7, 8.12, 10.3, 10.11, 11.4, 11.6, 13, 14, 15, 16, 17.6, 17.7, 19, 20 and 22 survive termination.

18. Program Guide Changes

AccuSights may update the Program Guide and Schedule 1 on **30 days'** written notice through the Portal and by email. Changes are prospective. Continued participation after the effective date constitutes acceptance; if Partner objects to a material adverse change it may terminate for convenience before the effective date and Section 17.6(b) applies. Section 6.12 (rate reductions apply only to clients tagged after the change) applies to every change.

19. Governing Law; Disputes

19.1 Governing law. This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-laws rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

19.2 Venue. Each Party submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any dispute arising out of or relating to this Agreement, and waives any objection to venue or forum.

19.3 Jury waiver. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19.4 Class waiver. EACH PARTY WILL BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

19.5 One-year limitations period. Any claim arising out of or relating to this Agreement must be filed within **one year** after the claim accrues, or it is permanently barred, except claims for unpaid Commissions or unpaid wholesale invoices, which must be filed within two years, and except where applicable law does not permit the period to be shortened.

19.6 Informal resolution first. Before filing suit (other than for injunctive relief), a Party will give written notice describing the dispute and the Parties will confer in good faith, including a call between Partner's principal and AccuSights' partnerships lead, for at least 30 days.

19.7 Attorneys' fees. In an action to collect unpaid Commissions or unpaid wholesale invoices, the prevailing Party may recover reasonable attorneys' fees and costs.

20. Notices

Notices to AccuSights: AccuSights, Inc., Attn: Legal, 2058 N. Western Ave, Chicago, IL 60647, with a copy by email to support@accusights.com with the subject line "ATTN: Legal Notice." Notices to Partner: the email and mailing address in Partner's Portal profile. Notices are effective on delivery (email), on the next business day (courier), or three business days after posting (mail).

Routine Program notices (Guide changes, statements, tag decisions) may be given through the Portal and email. Partner support: support@accusights.com (subject "ATTN: Empower Partner"). Partnerships lead: Kashmala Khalid, Managing Partner, kash@accusights.com.

21. Insurance

21.1 Partner (Tier 2 and Tier 3). Tier 2 and Tier 3 Partners will maintain commercial general liability, technology errors & omissions and cyber liability insurance with limits of not less than \$1,000,000 per claim, and professional liability insurance customary for their profession, and will provide certificates on request and upload a current certificate in the Portal.

21.2 AccuSights. AccuSights maintains technology errors & omissions and cyber liability insurance with carriers rated A- or better; a certificate of insurance is available on request.

22. General

22.1 Entire agreement. This Agreement, Schedule 1, the Program Guide, the Enrollment Statement and any Tier Addendum are the entire agreement on their subject and supersede all prior partner, affiliate, referral, assessor or MSP program terms between the Parties. Partners under an existing individual affiliate or referral agreement with AccuSights may migrate to the Program by enrolling; on enrollment the prior agreement terminates and its referred clients are tagged to Partner under this Agreement at the Program rate unless a Tier Addendum states otherwise.

22.2 Amendment; waiver. Except as provided in Section 18, amendments must be in a writing signed by both Parties. Waivers must be in writing; no course of dealing is a waiver.

22.3 Assignment. Partner may not assign this Agreement or any Commission stream without AccuSights' written consent, not unreasonably withheld (AccuSights may condition consent on the assignee's credit, sanctions screening and acceptance of this Agreement), except that Partner may assign to a successor in a Change of Control on notice, subject to Section 16.4. AccuSights may assign this Agreement, in whole or in part, to an affiliate or to a successor in a Change of Control or in a sale of the Program or the relevant business line, on notice; the successor takes subject to all tags.

22.4 Force majeure. Neither Party is liable for failure to perform (other than payment) caused by events beyond its reasonable control.

22.5 Severability; interpretation. If any provision is unenforceable it will be enforced to the maximum extent permitted and the remainder remains in effect. Headings and the plain-language summary are for convenience and do not affect interpretation; in a conflict, the numbered Sections control. "Including" means "including without limitation."

22.6 Independent contractors; no exclusivity. Partner sets its own hours, methods and tools, may represent other products and services (subject to Section 13), is paid by results, and is responsible for its own personnel, taxes, licenses and insurance.

22.7 Electronic acceptance; counterparts. This Agreement may be accepted electronically and executed in counterparts; an electronic record of acceptance (including the Portal's acceptance log with timestamp, IP address, document version and hash) is conclusive evidence of the Agreement.

22.8 Language. This Agreement is in English; any translation is for convenience only.

Acceptance

Tier 1 — Empower Referrer (clickwrap)

☐ I have read and agree to the **AccuSights Empower Partner Agreement (v2026.10), Schedule 1 (v2026.10) and the Empower Partner Program Guide (v2026.10)**. I confirm that I am authorized to accept on behalf of the Partner named in my application, that I am not an employee of AccuSights or of any client I intend to refer, and that I will make the FTC material-connection disclosure whenever I promote AccuSights.

Acceptance is recorded with your name, email, company, title, UTC timestamp, IP address, user agent, and the SHA-256 hash of this document version. A copy is emailed to you and archived at accusights.com/legal/archive.

Tier 2 — Empower MSP Partner and Tier 3 — Empower Platform Partner (in-site e-signature)

PARTNER

Legal name:

Entity type / jurisdiction:

Address:

By (signature):

Name:

Title:

Date:

Tier enrolled: ☐ Tier 2 — Empower MSP Partner ☐ Tier 3 — Empower Platform Partner

Territory (if limited):

☐ I represent that I have authority to bind the Partner named above.

☐ (Tier 2 white-label) I acknowledge Section 10.3 (payment independence) and Section 10.4 (flow-down of end-client terms).

☐ (CPA / attorney Partners) I acknowledge Section 8.12 and will elect the Client Credit Option where my professional rules require it.



ACCUSIGHTS, INC. (countersignature)

By:

Name:

Samad Khan

Title:

Chief Executive Officer

Date:

Executed electronically through the AccuSights Partner Portal in accordance with the U.S. E-SIGN Act and the Illinois Uniform Electronic Transactions Act. An executed PDF is delivered to both Parties.

Schedule 1 — Empower Tier and Commission Schedule v2026.10 (attached and incorporated)

Empower Partner Program Guide v2026.10 (incorporated by reference; available in the Partner Portal)

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