

NSFLOW®

Partnership Program

# Nsflow





# NSFLOW PARTNERSHIP PROGRAM TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1. Nsflow platform - a computer system designed to collect and share knowledge in the form of digital instructions and via audio-video connections, using mobile devices (telephones, tablets) and wearables (XR glasses). The Nsflow platform includes such components as: Administrator Panel, XR Applications, or API programming interface;
- 1.2. Digital Workflows module - a subset of tools and functionalities of the Nsflow Platform intended for creating, sharing and playing digital instructions for transferring knowledge. The Digital Workflows module includes elements of the Administrator Panel, such as a tool for creating and editing instructions using text and multimedia content - Workflow Creator and administrative functionalities, e.g. assigning tutorials, exporting, importing, cloning, generating QR codes to run tutorials, and statistical data and reports on the progress of recreated tutorials;
- 1.3. Remote Support Module - a subset of tools and functionalities of the Nsflow Platform intended for establishing and handling audio-video connections between the XR Application user (the so-called technician) and the authorized user of the Administrator Panel (the so-called remote expert) in order to present, consult or solve a problem with the remote presence of an expert. The Remote Support module provides tools for real-time sharing of the technician's camera image, voice chat, text messaging and multimedia files, adding visual annotations to photos taken during the call, and the participation of multiple callers in the call;
- 1.4. Licensor - Nsflow Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław (50-343) at ul. Mikołaja Reja 77/4A, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Department of the National Court Register under KRS number: 0000718700, NIP: 8982241435, REGON: 36947 988000000;
- 1.5. Partner - an entity professionally involved in the sale of products and services, construction and/or implementation of IT solutions, industrial automation systems, consulting, training or other type of activity, which enables establishing relationships with potential recipients of the Nsflow Platform and its effective sale;
- 1.6. Nsflow Partner Program - a cooperation program between the Licensor and the Partner aimed at increasing the sales and distribution range of the Nsflow Platform;
- 1.7. Customer/Licensee - an entity (e.g. a natural person, legal person, public administration unit, etc.) interested in using the Nsflow Platform, whose interest is the result of cooperation between the Licensor and the Partner;
- 1.8. Nsflow License - the right to use the Nsflow Platform for a period of one (1) year from the date of purchase of the Nsflow License. Depending on the Nsflow Platform module used, the following licenses are distinguished, defined separately:
  - 1.8.1. Nsflow Digital Workflows License - the right to use the functionality of the Digital Workflows Module of the Nsflow Platform and all its components, for a single user, on any number of devices for a period of one (1) year from the date of purchase of the Nsflow Digital Workflows License. The user is understood as a user account with authentication data registered on the Nsflow Platform. Each actual user of the Digital Workflows Module should have a separate user account in the system with a license assigned to it. Any deviations from this rule dictated by the specificity of the project and the Customer's needs should be agreed with the Licensor and approved by the Licensor;
  - 1.8.2. Nsflow Remote Support License - the right to use the functionality of the Remote Support Module of the Nsflow Platform and all its components for any number of users, on a single mobile device (tablet, phone) or wearable device (XR glasses) for a period of one (1) year from the date of purchase of the Nsflow Remote Support License. Using the Remote Support Module as a remote expert via the Administrator Panel does not require a separate license.

The Nsflow License is understood as any of the listed Licenses for the modules of the Nsflow Platform;

- 1.9. NFR License (Not For Resale) - free, granted for an indefinite period of time Nsflow License intended for sales and marketing activities, conducting trainings, presentations and for internal use by the Partner. The NFR License made available to the Partner in this way may not be traded. Each NFR License includes the Nsflow Digital Workflows License and the Nsflow Remote Support License;
- 1.10. Administrator Panel - a web (browser) application designed to administer the resources of the Nsflow platform. It allows platform administrators to manage the list of users, devices and digital tutorials, as well as to handle audio-video connections as part of the Remote Support module;
- 1.11. XR applications - computer programs that are part of the Nsflow platform, designed to provide the functionality of the Nsflow platform on mobile devices (phones, tablets) and wearable devices (XR glasses). XR applications provide functionalities within the Digital Workflows and Remote Support modules, as well as general functionalities such as logging in, device registration, account data change, or server connection diagnostics;

- 1.12. Cloud Environment - a set of computer resources (devices and services) for storing, processing and transferring data, provided by third parties (cloud service provider), managed by the Licensor, in order to install, maintain and deliver the Nsflow platform to end users. The cloud environment is one of the options for installing and delivering the Nsflow platform. The cloud environment uses resources located in the data centers of the Licensor or cloud services located in Europe (the exact location of the data center used in a given installation is subject to agreement with the Licensee);
- 1.13. Nsflow Box - an industrial computer with installed components of the Nsflow system, allowing you to connect mobile devices (telephones, tablets) and wearables (XR glasses) and use the Digital Workflows and Remote Support modules of the platform, without using the Cloud Environment. Nsflow Box is an optional element of the Nsflow platform, which is one of the variants of platform implementation. Your computer is shipped fully configured and ready to go. The Nsflow Box can be purchased for ownership by the Licensee or rented for a period agreed with the Licensor. Depending on the arrangements between the Parties, the Nsflow software installed on the Nsflow Box device may be subject to updates installed by the Licensor or independently by the Licensee. The Nsflow Box device can operate without access to the Internet, within the Licensee's local computer network or without being connected to it;
- 1.14. *On-premises* environment - a set of computer resources for storing, processing and transferring data shared and managed by the Licensee in order to install, maintain and deliver the Nsflow platform to the Licensee. The *on-premises* environment is one of the options for installing and delivering the Nsflow platform. The *on-premises* environment uses resources owned or managed by the Licensee, which are temporarily made available to the Licensor for the duration of the installation and update of the Nsflow platform and in the event of technical intervention or platform update. The *on-premises* environment may have access to the Internet or operate only within the local network of the enterprise (intranet);
- 1.15. Installation - activities carried out by the Licensor or Partner based on the Cloud Environment, *On-premises Environment* or Nsflow Box, resulting in the creation of a new, functional instance of the Nsflow environment, intended for use by the Licensee, in accordance with the needs and expectations of the Licensee. Depending on the Licensee's expectations and the environment used, the scope of installation activities may vary and include such activities as:
  - 1.15.1. creating a logical environment for the Licensee in the Cloud Environment;
  - 1.15.2. installation and configuration of the operating system and necessary services on the *on-premises Environment*, in accordance with the documentation provided by the Licensor and in consultation with the Licensee's representatives;
  - 1.15.3. installation of Nsflow system components based on the resources provided by the Licensor on the *on-premises Environment*;
  - 1.15.4. installation of Nsflow system components based on the resources provided by the Licensor on the Nsflow Box device;
  - 1.15.5. configuring the Licensee's firewall to enable the proper operation of the Nsflow platform components, in consultation with the Licensee's representatives;
  - 1.15.6. configuration of the DNS zone in order to enable the proper operation of the Nsflow platform components, in consultation with the Licensee's representatives;
  - 1.15.7. configuration of other elements of the network and server infrastructure in order to adjust their operation to the Licensee's expectations.
- 1.16. Configuration - activities carried out by the Licensor or Partner on the running instance of the Licensee's Nsflow environment in order to adapt it to the needs and expectations of the Licensee. Depending on the Licensee's expectations, the scope of activities as part of the platform configuration may vary and include such activities as:
  - 1.16.1. creating user accounts for employees and administrators of the Licensee;
  - 1.16.2. configuration of user permissions;
  - 1.16.3. registration of mobile devices (telephone, tablet) and wearable devices (XR glasses) of the Licensee;
  - 1.16.4. changing the settings of the software components of the Nsflow system and the services used in order to adapt them to the Licensee's expectations and the conditions of use of the platform (e.g. configuration of the webRTC server service);
  - 1.16.5. configuration of XR Application settings.
- 1.17. Onboarding - training and consulting activities conducted by the Licensor or Partner in order to provide the Licensee with the necessary knowledge in the use of the Nsflow platform in a way that allows the Licensee to meet the expectations. Depending on the Licensee's expectations, onboarding activities may include:
  - 1.17.1. providing the Licensee with instructional materials provided by the Licensor,
  - 1.17.2. adaptation of instructional materials to the needs and expectations of the Licensee,
  - 1.17.3. organizing and conducting online or offline training on the use of the Nsflow platform and end devices (mobile and wearable),
  - 1.17.4. organization and conduct of workshops with the participation of representatives and employees of the Licensee, aimed at transferring practical knowledge using examples and exercises carried out by workshop participants,
  - 1.17.5. analyzing the Licensee's needs in relation to the Nsflow platform and adapting the course of onboarding activities to the diagnosed needs of the Licensee.

1.18. Additional Programming Works - activities performed by the Licensor at the Licensee's request, including modification of the existing functionalities of the Nsflow Platform, development of new functionalities, integration of the Nsflow Platform with external systems and creation of other software solutions for the needs of projects run by the Licensee. Additional Programming Works are always subject to a separate valuation based on needs and feasibility analysis as well as time-cost estimation. The cost of Additional Development Works, depending on their nature, may be covered by the Licensor, the Licensee or divided according to a fixed proportion.

1.19. Error - deviation from the designed, programmed and expected functionality of the Nsflow system.

1.20. SLA - the provisions of the Agreement specifying the rules for removing Errors or parameters regarding the operation of the Software specified in Appendix 2 [SLA].

## 2. GENERAL PROVISIONS

2.1. These Terms and Conditions of the Nsflow Partnership Program (hereinafter referred to as the „Regulations“) define the rules for participation in the Nsflow Partnership Program (hereinafter referred to as the „Program“). The Regulations define the criteria for participation, types of partnership, Partner's obligations, Licensor's obligations, methodology for calculating the commission due and additional benefits from participation in the Program.

2.2. The Organizer of the Program is the Licensor.

2.3. The program is addressed to potential Partners, i.e. all entities professionally involved in the sale of products and services, construction and/or implementation of IT solutions, industrial automation systems, consulting, training or other type of activity that enables establishing relationships with potential recipients of the Nsflow system and its effective sale.

2.4. The main objective of the Program is to increase the sales and distribution range of Nsflow Licenses to new customers/licenseses in cooperation with the Partner.

2.5. The Licensor declares that the Nsflow Platform is an independent and original work - computer program, within the meaning of the Polish Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws 2022.2509, as amended, hereinafter referred to as the „Act“) and does not infringe the intellectual property rights of third parties.

2.6. The Licensor declares that it has full copyright and proprietary rights to the Nsflow Platform, is authorized to market the Nsflow Platform and to grant the Nsflow License to use the Nsflow Platform.

2.7. The program provides for the possibility of participating in one of three (3) types of partnership:

2.7.1. Affiliate Partner;

2.7.2. Consulting Partner - Silver;

2.7.3. Consulting Partner - Gold.



**Affiliate**



**Silver**



**Gold**

	Affiliate	Silver	Gold
Nsflow marketing and promotional materials	☑	☑	☑
Employee training	-	☑	☑
Access to technical consultants	-	☑	☑
Possibility to recruit partners	-	-	☑
Commission - new licenses	20%	35%	55%
Commission - renewed licenses	-	15%	20%
Nsflow NFR (Not For Resell) Licenses	-	1	5
Discount on subsequent Nsflow NFR Licenses	-	50%	50%
Discount on RealWear devices	-	5%	10%
Branding of the Nsflow Platform	-	500 €	free
Membership fee	-	4900 €	9500 €

which will be described in detail later in the Regulations.

2.8. The type of partnership depends on:

2.8.1. terms of joining the Program;



2.8.2. Partner's obligations;

2.8.3. the amount of the commission fee (hereinafter referred to as the „**Commission**“);

2.8.4. Partner benefits.

- 2.9. Depending on the selected type of partnership, for the correct performance of the activities, described in detail in the following sections of the Regulations, the Partner under the Program may be entitled to a Commission in the amount of 15% to 55% of the net amount obtained by the Licensor from the sale of Nsflow Licenses (counted in pieces), with which the Partner acted as an intermediary, or which was carried out in connection with the Partner's direct activities.
- 2.10. The selected type of partnership also determines the conditions of joining the Program. Depending on the type of Program, the condition for participation may be a one-time training by the Partner conducted by the Licensee and annual payment of the membership fee.
- 2.11. The type of partnership also depends on the benefits provided for the Partner, e.g. free NFR Licenses, the possibility of branding the Nsflow platform, discounts on RealWear devices, as well as the possibility of self-recruiting Silver Partners.
- 2.12. In the Cooperation Agreement, the Partner declares in which of the above-mentioned types of Program he wants to participate.

### 3. „AFFILIATE“ PARTNERSHIP

- 3.1. The Affiliate Partnership is the first, simplest and least involving the Partner type of Program in which the Partner (hereinafter referred to as „**Affiliate Partner**“ in this chapter) promotes the Nsflow platform and actively encourages potential customers to purchase Nsflow Licenses in exchange for a Commission of **20%** of the net amount obtained by the Licensor from the sale of Nsflow Licenses (counted in pieces), for which the Partner acted as an intermediary or which was carried out in connection with the Partner's direct activities.



- ✓ 20% commission on new Nsflow licenses
- ✓ possibility to use your own network of contacts and business relations
- ✓ access to Nsflow marketing and promotional materials
- ✓ no membership fee and no additional obligations

- 3.2. The condition for joining the Program as an Affiliate Partner is only the Partner's willingness to cooperate in expanding the Licensor's Customers in exchange for the Commission and signing the Cooperation Agreement.
- 3.3. Participation in the Affiliate partnership does not require the Affiliate Partner to meet any additional requirements - no membership fee, no mandatory training.
- 3.4. As part of active and independent activities aimed at leading to the sale of Nsflow Licenses to the Customer, the Affiliate Partner undertakes to perform the following activities on its own:
  - 3.4.1. actively searching for Customers and persuading them to purchase Nsflow Licenses;
  - 3.4.2. in the initial contacts with a potential Customer, the Affiliate Partner undertakes to analyze the Customer's needs, i.e. conduct conversations, site visits and other activities aimed at understanding the Customer's real problems and presenting ways to solve these problems by using the Nsflow Platform;
  - 3.4.3. if the Customer decides to purchase the Nsflow License, the Affiliate Partner undertakes to provide the Licensor with detailed information about the customer by e-mail, such as:
    - 3.4.3.1. the name and address of the Customer ,s company;
    - 3.4.3.2. details of the contact person from the Customer's company;
    - 3.4.3.3. the area of operation of the Customer's company;
    - 3.4.3.4. a description of the Customer's business problems and needs;
    - 3.4.3.5. the exact number of Nsflow Licenses that the Customer wants to purchase;

in order to enable the Licensor to effectively sell Nsflow licenses.

- 3.5. The Affiliate Partner retains full independence in the selection of methods and the manner and place of performance of the entrusted activities specified in 3.4.1 and 3.4.2 of the Regulations, as long as they guarantee their proper performance.
- 3.6. The Licensor shall provide the Affiliate Partner with all necessary promotional and marketing materials relating to the offered functionalities of the Nsflow Platform, such as: brochures, information folders, film materials, price lists and draft contracts and other items that the Licensor deems necessary.
- 3.7. The Licensor will provide the Affiliate Partner with technical support in conversations with the Customer and participation in tests if the Licensor deems such activities necessary.
- 3.8. For the correct performance of the activities indicated in 3.4 of the Regulations, the Affiliate Partner is entitled to a Commission in the amount of **20%** of the net amount obtained by the Licensor from the sale to the Customer of Nsflow Licenses (counted in pieces) for the first annual period, which sale was made in connection with the direct activities of the Affiliate Partner indicated in 3.4. of the Regulations.
- 3.9. The commission is due to the Affiliate Partner once - only for the first annual period for each Nsflow License, in the sale of which the Affiliate Partner acted as an intermediary.
- 3.10. The commission described in section 3.8 of the Regulations is subject to **the joint** fulfillment of two requirements:
  - 3.10.1. correct performance by the Affiliate Partner of the activities indicated in 3.4 of the Regulations and
  - 3.10.2. the actual sale of Nsflow licenses (counted in pieces), i.e. the signing of a software license agreement between the Licensor and the Customer and the actual payment of the Customer for the Nsflow License.
- 3.11. The Licensor reserves a maximum period of 30 days from the signing of the software license agreement between the Licensor and the Customer to check whether the conditions listed in 3.10 of the Regulations have been met and whether the Affiliate Partner Commission provided for in 3.8 of the Regulations is due.
- 3.12. If the Licensor recognizes (maximum 30 days) that the conditions listed in 3.10 of the Regulations have been met and thus whether the Commission for the Affiliate Partner provided for in 3.8 of the Regulations is due, the Licensor will inform the Affiliate Partner electronically about the possibility of issuing a VAT invoice.
- 3.13. The Commission due to the Affiliate Partner, indicated in 3.8 of the Regulations, will be payable within 30 days from the date of delivery of the correct VAT invoice to the Licensor.
- 3.14. Participation in the Affiliate Partnership does not generate any additional benefits for the Affiliate Partner.

#### 4. „CONSULTING - SILVER” PARTNERSHIP

- 4.1. The Consulting - Silver Partnership is the second type of Program which, compared to the Affiliate Partnership, increases the Partner's obligations (hereinafter referred to as „**Silver Partner**” in this chapter) and imposes additional requirements for joining the Program in exchange for a higher Commission and additional benefits.



- ✔ 35% commission on new Nsflow licenses
- ✔ 15% commission on renewed Nsflow licenses
- ✔ training for Partner employees
- ✔ free support from Nsflow technical consultants
- ✔ 1 free Nsflow NFR license
- ✔ 50% discount on subsequent Nsflow NFR licenses
- ✔ possible branding of the Nsflow platform for 500 €
- ✔ RealWear devices with 5% discount
- ✔ technical support for client environments and licenses

- 4.2. The condition for joining the Program as a Silver Partner is:
  - 4.2.1. the Partner's willingness to cooperate in expanding the Licensor's Customers in exchange for the Commission;
  - 4.2.2. signing a Cooperation Agreement with the Licensor;
  - 4.2.3. paying an annual membership fee to the Licensor in the amount of EUR 4,900;
  - 4.2.4. one-time mandatory training of designated Silver Partner employees on the sale, implementation, operation and maintenance of the Nsflow Platform.
- 4.3. The first membership fee, covering a period of one year (counting from the date of conclusion of the Cooperation Agreement), will be paid by the Silver Partner within 14 days from the conclusion of the Cooperation Agreement, based on a VAT invoice.



- 4.4. If the Silver Partner wishes to participate in the Partner Program in the next year (i.e. in the next annual period), the membership fee will be paid by the Silver Partner in the amount specified in 4.2.3 on the basis of a VAT invoice delivered to the Silver Partner by the Licensor one month before the end of the current period.
- 4.5. As part of the first membership fee, the Licensor will provide the Silver Partner and its employees with training in the sale, implementation, operation and maintenance of the Nsflow Platform. The Silver Partner will designate representatives who will attend the training organized by the Licensor. The training will take the form of a workshop (offline or online), will last a total of at least 10 hours divided into 2-3 days and will cover 4 thematic blocks:
- 4.5.1. marketing and sales of the Nsflow Platform;
  - 4.5.2. implementation, installation and configuration of the Nsflow Platform;
  - 4.5.3. support for the Nsflow Platform;
  - 4.5.4. maintenance and technical support of the Nsflow Platform.

As part of the training, the Silver Partner will receive digital materials summarizing the knowledge received during the training.

- 4.6. As part of active and independent activities preceding the sale of the Nsflow License to the Customer, the Silver Partner undertakes to perform the following activities on its own:
- 4.6.1. actively searching for Customers and persuading them to purchase Nsflow Licenses;
  - 4.6.2. in the initial contacts with a potential Customer, Partner Silver undertakes to analyze the Customer's needs, i.e. to conduct conversations, on-site visits and other activities aimed at a thorough understanding of the real problems of the Customer and to present ways to solve these problems by using the Nsflow Platform;
  - 4.6.3. if the Customer decides to purchase an Nsflow License, the Silver Partner undertakes to provide the Licensor with detailed information about the Customer by e-mail to the address info@nsflow.com, such as:
    - 4.6.3.1. the name and seat of the Customer's company;
    - 4.6.3.2. details of the contact person from the Customer's company;
    - 4.6.3.3. the area of operation of the Customer's company;
    - 4.6.3.4. description of the Customer's business problems and needs;
    - 4.6.3.5. the exact number of Nsflow Licenses that the Customer wants to purchase;

in order to enable the Licensor to effectively sell Nsflow licenses.

- 4.7. As part of active and independent activities related to Customer service during the term of the Nsflow License, the Silver Partner undertakes to perform the following activities for the customer:
- 4.7.1. Installation and configuration of the Nsflow Platform;
  - 4.7.2. Onboarding and providing training for the Customer and its employees;
  - 4.7.3. provide First Line Customer Support throughout the term of the Nsflow License;
  - 4.7.4. maintenance of on-premises installations made by the Silver Partner and updates of the Nsflow Platform in the on-premises environment.
- 4.8. The Silver Partner retains full independence in the selection of methods and manners as well as the place of performance of the entrusted activities related to Customer service specified in 4.7 of the Regulations, as long as they guarantee their proper performance.
- 4.9. Partner Silver, depending on the needs reported by the Customer, undertakes to perform the activities specified in 4.7 of the Regulations both during the first annual period of the Nsflow License and also during the subsequent annual renewal periods of the Nsflow License by the Customer, for which Partner Silver wants to receive a commission fee.
- 4.10. The Licensor undertakes to the Silver Partner to:
- 4.10.1. co-creation of individual offers and valuations for the Customer;
  - 4.10.2. providing marketing and sales materials;
  - 4.10.3. support the Partner's sales activities;
  - 4.10.4. providing technical consultants at the Partner's request (up to 4 hours a month free of charge);
  - 4.10.5. participation in the analysis of customer needs (up to 6 hours a month free of charge);
  - 4.10.6. provide Second and Third Line Support;
  - 4.10.7. to maintain the Nsflow Platform in the Cloud Environment along with the necessary infrastructure and to assist in the integration and development of the platform (up to 4 hours a month free of charge);
  - 4.10.8. free access to updates of the Nsflow Platform in the Cloud Environment and in the Nsflow Box throughout the term of the Nsflow License;
  - 4.10.9. ensuring improvements in the operation of the Nsflow Platform, removing errors (SLA) in operation and introducing new functionalities.
- 4.11. For the correct performance of the activities indicated in 4.6 and 4.7 of the Regulations, the Silver Partner is entitled to a Commission in the amount of **35%** of the net amount obtained by the Licensor from the sale of Nsflow Licenses to the

Customer (counted in pieces) for the first annual period, which sale was made in connection with the Partner's direct activities indicated in 4.6 and 4.7 of the Regulations.

- 4.12. The commission provided for in 4.11 of the Regulations is due to the Silver Partner once – only for the first annual period of the Nsflow License, in which the Silver Partner acted as an intermediary.
- 4.13. The commission described in 4.11 of the Regulations is conditional upon **the joint** fulfillment of two requirements:
  - 4.13.1. correct performance by the Silver Partner of the activities indicated in 4.6 and 4.7 of the Regulations and
  - 4.13.2. the actual sale of Nsflow licenses (counted in pieces), i.e. the signing of a software license agreement between the Licensor and the Customer and the actual payment of the Customer for the Nsflow License.
- 4.14. The Licensor reserves a maximum period of 60 days from the signing of the software license agreement between the Licensor and the Customer to check whether the conditions listed in 4.13 of the Regulations have been met and thus whether the Silver Partner Commission provided for in 4.11 of the Regulations is due.
- 4.15. Within the aforementioned 60 days, the Licensor reserves the right to perform activities verifying the correctness of the activities performed by the Silver Partner indicated in 4.13.1 of the Regulations. The Licensor also reserves the right to contact the Customer directly in order to obtain his opinion and to examine the general level of satisfaction and satisfaction of the Customer with the activities performed by the Silver Partner indicated in 4.13.1 of the Regulations.
- 4.16. If the Licensor recognizes (maximum 60 days) that the conditions listed in 4.13 of the Regulations have been met and thus whether the Commission for the Silver Partner provided for in 4.11 of the Regulations is due, the Licensor will inform the Silver Partner electronically about the possibility of issuing a VAT invoice.
- 4.17. The Commission due to the Silver Partner specified in 4.11 of the Regulations shall be payable within 30 days from the date of delivery of the relevant VAT invoice to the Licensor.
- 4.18. If the customer renews the Nsflow License (counted in pieces) for the next annual period, the Silver Partner is entitled to a Commission for each subsequent annual period in the amount of **15%** of the net amount obtained by the Licensor from the renewal of the Nsflow License by the customer, which was originally mediated by the Silver Partner or which was originally carried out in connection with the Partner's direct activities indicated in 4.6 and 4.7 of the Regulations.
- 4.19. Payment to the Silver Partner of the Commission described in 4.18 of the Regulations is subject to **the joint** fulfillment of two requirements:
  - 4.19.1. correct performance by the Silver Partner of the activities indicated in 4.7 of the Regulations and
  - 4.19.2. actual renewal of Nsflow Licenses (counted in pieces) by the Customer for the next one-year period.
- 4.20. The Licensor reserves a maximum period of 30 days from the renewal of the Nsflow License by the Customer to check whether the conditions listed in 4.19 of the Regulations have been met and thus whether the Silver Partner Commission provided for in 4.18 of the Regulations is due.
- 4.21. Within the aforementioned 30 days, the Licensor reserves the right to perform activities verifying the correctness of the activities performed by the Silver Partner indicated in 4.19.1 of the Regulations. The Licensor also reserves the right to contact the Customer directly in order to obtain his opinion and to examine the general level of satisfaction and satisfaction of the Customer with the activities performed by the Silver Partner indicated in 4.19.1 of the Regulations.
- 4.22. If the Licensor recognizes (maximum 30 days) that the conditions listed in 4.19 of the Regulations have been met and thus whether the Commission for the Silver Partner provided for in 4.18 of the Regulations is due, the Licensor will inform the Silver Partner electronically about the possibility of issuing a VAT invoice.
- 4.23. The Commission due to the Silver Partner specified in 4.18 of the Regulations shall be payable within 30 days from the date of delivery of the relevant VAT invoice to the Licensor.
- 4.24. The Silver Partner additionally receives benefits in the form of:
  - 4.24.1. 1 free NFR License for sales, marketing, training, presentations and internal use;
  - 4.24.2. the possibility of purchasing the next NFR Licenses with a 50% discount of the regular price;
  - 4.24.3. the possibility of branding the Nsflow platform for EUR 500 (described in detail in 4.25 of the Regulations);
  - 4.24.4. possibility to purchase RealWear devices with a 5% discount of the regular price;
- 4.25. As part of the Silver partnership, the Licensor may commit to a one-time preparation of the indicated components of the Nsflow Platform for sale under the Silver Partner's brand (branding). The cost of branding for a Silver Partner is EUR 500 net. Activities related to the preparation of the Nsflow application for sale under the Silver Partner brand may include:
  - 4.25.1. replacing the Nsflow logo with the Silver Partner logo;
  - 4.25.2. adjusting the colors of the application to the colors of the Silver Partner;
  - 4.25.3. publishing the application on mobile application distribution platforms such as Google Play, Apple, AppStore, RealWear Foresight, etc. on the account and under the name of the Silver Partner;
  - 4.25.4. directing the Silver Partner's domain to the Silver Partner's Nsflow Platform environment;
  - 4.25.5. placing the annotation „powered by Nsflow“ in a fixed place of the user interface of individual applications.



## 5. „CONSULTING - GOLD“ PARTNERSHIP

5.1. The Consulting - Gold Partnership is the most advanced form of cooperation with a Partner and a variant of participation in the Program, which, compared to the Silver Partnership, increases the Partner's membership fee (hereinafter referred to as „Gold Partner“ in this chapter) in exchange for a higher Commission and the ability to independently recruit Silver Partners.

- ✓ 55% commission on new Nsflow licenses
- ✓ 20% commission on renewed Nsflow licenses
- ✓ the ability to recruit your own Silver Partners
- ✓ training for Partner employees
- ✓ free support from Nsflow technical consultants
- ✓ 5 free Nsflow NFR licenses
- ✓ 50% discount on subsequent Nsflow NFR licenses
- ✓ possible branding of the platform free of charge
- ✓ RealWear devices with 10% discount
- ✓ technical support for client environments and licenses

5.2. The condition for joining the Program as a Gold Partner is:

5.2.1. the Partner's willingness to cooperate in expanding the Licensor's Customers in exchange for the Commission;

5.2.2. signing a Cooperation Agreement with the Licensor;

5.2.3. paying the annual membership fee to the Licensor in the amount of EUR 9,500;

5.2.4. one-time mandatory training of designated Gold Partner employees on the sale, implementation, operation and maintenance of the Nsflow Platform.

5.3. The first membership fee, covering the period of one year (counting from the date of concluding the Cooperation Agreement), will be paid by the Gold Partner within 14 days of concluding the Cooperation Agreement on the basis of a VAT invoice.

5.4. If the Gold Partner wants to participate in the Partner Program in the next year (i.e. in the next annual period), the membership fee will be paid by the Gold Partner in the amount specified in 5.2.3 of the Regulations on the basis of a VAT invoice delivered to the Gold Partner by the Licensor one month before the end of the current period.

5.5. As part of the first membership fee, the Licensor will provide the Gold Partner and its employees with training in the sale, implementation, operation and maintenance of the Nsflow Platform. Partner Gold will appoint representatives who will participate in the training organized by the Licensor. The training will take the form of a workshop (offline or online), will last a total of at least 10 hours divided into 2-3 days and will cover 4 thematic blocks:

5.5.1. marketing and sales of the Nsflow Platform;

5.5.2. implementation, installation and configuration of the Nsflow Platform;

5.5.3. support for the Nsflow Platform;

5.5.4. maintenance and technical support of the Nsflow Platform.

As part of the training, Partner Gold will receive digital materials summarizing the knowledge received during the training.

5.6. As part of active and independent activities preceding the sale of the Nsflow License to the Customer, the Gold Partner undertakes to perform the following activities on its own:

5.6.1. actively searching for customers and persuading them to purchase Nsflow Licenses;

5.6.2. in the initial contacts with a potential Customer, Partner Gold undertakes to analyze the Customer's needs, i.e. conduct conversations, site visits and other activities aimed at understanding the Customer's real problems and presenting ways to solve these problems by using the Nsflow Platform;

5.6.3. if the customer decides to purchase the Nsflow License, the Gold Partner undertakes to provide the Licensor via e-mail to the address [info@nsflow.com](mailto:info@nsflow.com) with detailed information about the customer, such as:

5.6.3.1. the name and address of the Customer's company;

5.6.3.2. details of the contact person from the Customer's company;

- 5.6.3.3. the area of operation of the Customer's company;
- 5.6.3.4. a description of the Customer's business problems and needs;
- 5.6.3.5. the exact number of Nsflow Licenses that the customer wants to purchase;

in order to enable the Licensor to effectively sell Nsflow licenses.

- 5.7. As part of active and independent activities related to customer service during the term of the Nsflow License, the Gold Partner undertakes to perform the following activities for the customer:
  - 5.7.1. Installation and configuration of the Nsflow Platform;
  - 5.7.2. Onboarding and providing training for the Customer and its employees;
  - 5.7.3. provide First Line Customer Support throughout the term of the Nsflow License;
  - 5.7.4. maintenance of on-premises installations made by the Silver Partner and updates of the Nsflow Platform in the on-premises environment.
- 5.8. Partner Gold retains full independence in the selection of methods and manner as well as the place of performance of the entrusted activities related to customer service specified in 5.7 of the Regulations, as long as they guarantee their proper performance.
- 5.9. Partner Gold, depending on the needs reported by the Customer, undertakes to perform the activities specified in 5.7 of the Regulations both during the first annual period of the Nsflow License and also during the subsequent annual renewal periods of the Nsflow License by the Customer.
- 5.10. The Licensor undertakes to the Gold Partner to:
  - 5.10.1. co-creation of individual offers and valuations for the Customer;
  - 5.10.2. providing marketing and sales materials;
  - 5.10.3. support the Partner's sales activities;
  - 5.10.4. providing technical consultants at the Partner's request (up to 4 hours a month free of charge);
  - 5.10.5. participation in the analysis of customer needs (up to 6 hours a month free of charge);
  - 5.10.6. provide Second and Third Line Support;
  - 5.10.7. to maintain the Nsflow Platform in the Cloud Environment along with the necessary infrastructure and to assist in the integration and development of the platform (up to 4 hours a month free of charge);
  - 5.10.8. free access to updates of the Nsflow Platform in the Cloud Environment and in the Nsflow Box throughout the term of the Nsflow License;
  - 5.10.9. ensuring improvements in the operation of the Nsflow Platform, removing errors (SLA) in operation and introducing new functionalities.
- 5.11. For the correct performance of the activities indicated in 5.5 and 5.7 of the Regulations, the Gold Partner is entitled to a Commission in the amount of **55%** of the net amount obtained by the Licensor from the sale of Nsflow Licenses to the Customer (counted in pieces) for the first annual period, which sale was made in connection with the Partner's direct activities indicated in 5.5 and 5.7 of the Regulations.
- 5.12. The commission provided for in 5.11 of the Regulations is due to the Gold Partner once - only for the first annual period of the Nsflow License.
- 5.13. The commission described in 5.11 of the Regulations is conditional upon **the joint** fulfillment of two requirements:
  - 5.13.1. correct performance by the Gold Partner of the activities indicated in 5.5 and 5.7 of the Regulations and
  - 5.13.2. the actual sale of Nsflow licenses (counted in pieces), i.e. the signing of a software license agreement between the Licensor and the Customer and the actual payment of the Customer for the Nsflow License.
- 5.14. The Licensor reserves a maximum period of 60 days from the signing of the software license agreement between the Licensor and the Customer to check whether the conditions listed in 5.13 of the Regulations have been met and thus whether the Gold Partner Commission provided for in 5.11 of the Regulations is due.
- 5.15. Within the aforementioned 60 days, the Licensor reserves the right to perform activities verifying the correctness of the activities performed by the Gold Partner indicated in 5.13.1 of the Regulations. The Licensor also reserves the right to contact the Customer directly in order to obtain his opinion and examine the general level of satisfaction and satisfaction of the Customer with the activities performed by the Gold Partner indicated in 5.13.1 of the Regulations.
- 5.16. If the Licensor recognizes (maximum 60 days) that the conditions listed in 5.13 of the Regulations have been met and thus whether the Gold Partner Commission provided for in 5.11 of the Regulations is due, the Licensor will inform the Gold Partner electronically about the possibility of issuing a VAT invoice.
- 5.17. The Commission due to the Gold Partner specified in 5.11 of the Regulations shall be payable within 30 days from the date of delivery of the relevant VAT invoice to the Licensor.
- 5.18. In the event that the customer renews the Nsflow License (counted in pieces) for the next annual period, the Gold Partner is entitled to a Commission for each subsequent annual period in the amount of **20%** of the net amount obtained by the Licensor from the renewal of the Nsflow License by the customer, which was originally mediated by the Gold Partner

or which was originally carried out in connection with the Partner's direct activities indicated in 5.5 and 5.7 of the Regulations.

- 5.19. Payment to the Gold Partner of the Commission described in 5.18 of the Regulations is conditional upon **the joint** fulfillment of two requirements:
  - 5.19.1. correct performance by the Gold Partner of the activities indicated in 5.7 of the Regulations and
  - 5.19.2. actual renewal of Nsflow Licenses (counted in pieces) by the customer for the next one-year period.
- 5.20. The Licensor reserves a maximum period of 30 days from the renewal of the Nsflow License by the Customer to check whether the conditions listed in 5.19 of the Regulations have been met and thus whether the Gold Partner Commission provided for in 5.18 of the Regulations is due.
- 5.21. Within the aforementioned 30 days, the Licensor reserves the right to perform activities verifying the correctness of the activities performed by the Gold Partner indicated in 5.19.1 of the Regulations. The Licensor also reserves the right to contact the customer directly in order to obtain his opinion and to examine the general level of customer satisfaction and satisfaction with the activities performed by the Gold Partner indicated in 5.19.1 of the Regulations.
- 5.22. If the Licensor recognizes (maximum 30 days) that the conditions listed in 5.19 of the Regulations have been met and thus whether the commission for the Gold Partner provided for in 5.18 of the Regulations is due, the Licensor will inform the Gold Partner electronically about the possibility of issuing a VAT invoice.
- 5.23. The Commission due to the Gold Partner specified in 5.18 of the Regulations shall be payable within 30 days from the date of delivery of the relevant VAT invoice to the Licensor.
- 5.24. Gold Partner additionally receives benefits in the form of:
  - 5.24.1. the ability to independently own/recruit Silver Partners;
  - 5.24.2. 5 free NFR Licenses for sales, marketing, training, presentations and internal use;
  - 5.24.3. the possibility of purchasing the next NFR Licenses with a 50% discount of the regular price;
  - 5.24.4. the possibility of branding the Nsflow platform free of charge (described in detail in 4.25 of the Regulations);
  - 5.24.5. opportunity to purchase RealWear devices with a 10% discount on the regular price
- 5.25. As part of the Gold partnership, the Licensor may commit to a one-time, free-of-charge preparation of the indicated Nsflow applications for sale under the Gold Partner's brand (branding). Activities related to the preparation of the Nsflow application for sale under the Partnera Gold brand may include:
  - 5.25.1. replacing the Nsflow logo with the Gold Partner logo,
  - 5.25.2. adjusting the colors of the application to the colors of the Gold Partner,
  - 5.25.3. publishing the application on mobile application distribution platforms such as Google Play, Apple, AppStore, RealWear Foresight, etc. on the account and under the name of the Gold Partner,
  - 5.25.4. directing the Gold Partner's domain to the Gold Partner's Nsflow Platform environment,
  - 5.25.5. placing the annotation „powered by Nsflow“ in a fixed place of the application user interface.
- 5.26. The Gold Partner is entitled to recruit other Program participants.
- 5.27. The Partners acquired by the Gold Partner join the Program as Silver Partners, based on the annual membership fee paid to the Licensor.
- 5.28. Silver partners acquired by the Gold Partner are required to undergo training organized by the Licensor. The cost of the training is included in the membership fee.
- 5.29. The rules of cooperation between the Silver Partners acquired by the Gold Partner and the Licensor are governed by a separate agreement between the Licensor and the Silver Partner.
- 5.30. The rules of cooperation between the Silver Partners acquired by the Gold Partner and the Gold Partner are governed by a separate agreement between the Silver Partner and the Gold Partner.
- 5.31. Silver Partners acquired by a Gold Partner mediate in the sale of Nsflow Licenses, providing an appropriate analysis of customer needs, installation, configuration of the Nsflow platform and customer onboarding, as well as the first line of support for the customers they serve, in exchange for commission remuneration.
- 5.32. In the event of a license sale brokered by a Silver Partner acquired by a Gold Partner, the 55% commission is split between the Silver Partner and the Gold Partner in the ratio of 35% (Silver Partner's commission) to 20% (Gold Partner's commission).
- 5.33. In the case of license renewal mediated by a Silver Partner acquired by a Gold Partner, the 20% commission is split between the Silver Partner and the Gold Partner in the ratio of 15% (Silver Partner's commission) to 5% (Gold Partner's commission).
- 5.34. If the Gold Partner offers the Nsflow platform under its own brand, along with its appropriate visual identity (white-label version), then the Silver Partner acquired by the Gold Partner may also offer the Nsflow platform under the Gold Partner's brand, depending on mutual arrangements.