



BleedIO Tech, Inc.

PARTNERSHIP AGREEMENT

Technology Provider Company Name	BleedIO Tech, Inc.
Technology Provider Company Address	85 Dorchester Way, Phoenixville, PA, 19460-2670
Value Added Reseller Company Name	Okos, Inc.
Value Added Reseller Address	440 N Barranca Ave #3273 Covina, CA 91723
Effective Date	Sept 24 2025

This Partnership Agreement (“Agreement”) is entered into as of the effective date set forth above (“Effective Date”) between the Technology Provider, referenced above. (“The Company”) and the Partner company (“The VAR”) referenced above. Collectively, the entities are referred to as the “Parties”.

PURPOSE OF AGREEMENT

The Company and The VAR desire, via a proactive relationship, to maximize the complementary aspects of their businesses by working together to collectively facilitate the evaluation, marketing, demonstration, sale or co-sale, implementation, integration and distribution of The Parties’ products and to strengthen their respective images and market positions through the development of a joint relationship that may have many possible forms and roles and responsibilities in response to market conditions. This Agreement is inclusive of all subsequent Sub-agreements.

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 “*Consulting Support Services*” means the services The VAR or its approved partners provide to assist customers with their projects and implementations. These services are defined on a per engagement basis and may include, but are not limited to: product installation, pilot



installation, full system integration, customer funded development, training and train the trainer programs.

1.2 “*End User*” shall mean any corporation or other person that has been authorized to use the Products, pursuant to a fully executed, non-modified End User Agreement.

1.3 “*Intellectual Property Rights*” shall mean any and all rights existing from time to time anywhere in the world under copyright law, patent law, moral rights law, trade secret law, confidential information law, trademark law, unfair competition law or other similar rights.

1.4 “*Level One Support*” shall mean the following support services: (i) a direct response to End Users or The VAR with respect to inquiries concerning the functionality or operation of the Products, (ii) a direct response to End Users or The VAR with respect to problems with Products, (iii) a diagnosis of problems or deficiencies of Products. The Company shall provide Level One Support to The VAR, however, The VAR shall have the right, at its sole discretion, to provide such Level One Support directly to End Users instead of The Company

1.5 “*Level Two Support*” shall mean support services set forth in the maintenance agreement that are not covered under Level One Support

1.6 “*Products*” shall mean (i) the computer software programs of The Company (ii) Private label or co-branded technology built by The Company and or intended for resale by The VAR (iii) all enhancements, updates, versions, and releases of such software, firmware, or hardware.

1.7 “*Support Services*” shall mean the Level One Support, Level Two Support and the Consulting Support Services.

1.8 “*VAR Works*” means, subject to these terms and specifically to the definition of Products, VAR’s works of authorship, including without limitation any software, information, and accompanying documentation, created, developed or licensed from a third party by The VAR, for the purposes of marketing, demonstrating, selling, or integrating the Products.

2 LICENSE TO DISTRIBUTE THE PRODUCTS

2.1 Appointment of VAR and License. Subject to the terms and conditions of this Agreement and any applicable Sub-agreement, The Company grants to The VAR the following limited, nonexclusive, nontransferable licenses (collectively “Licenses”) to:



- (i) Resell, market, advertise, distribute, and install the Products to End Users or approved partners
- (ii) Integrate The Company's Products with The VAR's Products
- (iii) Create documentation for VAR developed program interfaces to such Products
- (iv) Distribute copies of the Documentation in conjunction with the distribution of the Products to End Users or approved partners
- (v) Use, publicly perform and display the Products to provide demonstrations to potential End Users or partners
- (vi) Use the Products to provide Support Services to End Users and its approved partners

2.2 Third Parties May Not Market the Products. The Company nor The VAR shall not sub-license the Licenses or otherwise appoint any independent agent, representative, distributor, OEM, value-added reseller, systems integrator, service provider or other third party to Market the Products without the prior written consent of The Company, such consent not to be unreasonably withheld, conditioned and delayed.

2.3 End User Warranties. All End User warranties, indemnity protections and liability limitations are contained in the End User Agreement(s) to be signed between The Company and each End User. Accordingly, The VAR shall not make any warranties or representations concerning the Products to End Users or any third parties or make any changes to the liability limitations and infringement commitments.

2.4 Ownership and Reservation of Rights. All rights, title and interest in and to the Products shall remain the exclusive property of The Company. No implied license or right of any kind is granted to The VAR regarding the Products. Except as expressly set forth in this Agreement, The VAR shall not and shall not allow third parties to reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, disassemble, decompile, or reverse engineer the Products or obtain possession of any Source Code or other non-public technical material relating to the Products.

3 PRICING AND ORDERS



3.1 Standard Discount. The Company offers The VAR a standard discount of 15% off the retail price of the Products

3.2 Performance-Based Discount. The VAR is eligible for a performance-based discount, which can increase the total discount up to 30%, based on the following criteria:

- (i) Volume of Deployments: Discounts will increase based on the number of successful Product deployments completed by The VAR.
- (ii) Referral of New Clients: Additional discounts may be generated if The VAR successfully refers new clients to The Company.

3.3 Payment Terms. Full payment is due thirty (30) days from The VAR's receipt of the applicable invoice. All fees are payable in U.S. dollars. The VAR shall bear the risk of non-payment by End Users or its partners.

4 OBLIGATIONS OF THE COMPANY

4.1 Marketing Support. The Company agrees provide The VAR with marketing assistance to The VAR, as The Company may consider it necessary to assist The VAR in the marketing and demonstration of the Products and in the configuration of the Products.

4.2 Private Labeling; Co-Branding. The Company agrees to produce and apply custom labeling to hardware enclosures, packaging, product documentation, and other associated materials for The VAR to integrate, market, and distribute

4.3 Support Services. The Company will provide The VAR with Support Services for all Products provided to The VAR for distribution.

5 OBLIGATIONS OF THE VAR

5.1 Network Provisioning & Support. The VAR shall use netMESH software to provision IoT networks for End Users and ensure proper setup, configuration, and functionality. The VAR may then choose to transfer network ownership to the End User and responsibility for Support Services back to The Company, or to retain ownership of the End User network and its related Support Services.

5.2 Distribution Efforts. The VAR shall use its reasonable efforts to (i) Market the Products (ii) perform any other obligations with respect to the Products in a timely and professional manner; and (iii) aid in developing the goodwill and reputation of The Company.



Notwithstanding the foregoing, nothing in this Agreement shall obligate The VAR to meet any minimum marketing, distribution, or other sales commitments.

5.3 Support Services. The VAR or its approved partners will provide the End User with Support Services except as permitted in Section 5.1 above.

6 OWNERSHIP OF THE PRODUCTS; OWNERSHIP AND USE OF THE MARKS

6.1 Ownership of the Products. The Company retains and owns all Intellectual Property Rights in the Products. The VAR and End Users acquire neither any Intellectual Property Rights nor other rights in the Products, other than those expressly set forth in this Agreement and, if applicable, the End User Agreement.

6.2 Ownership of the Marks. All trademarks, service marks, trade names, logos or other words or symbols identifying the Products, The Company, or The VAR (collectively the “Marks”) and all goodwill associated with the Marks are and shall remain the exclusive property of their respective parties, whether or not specifically recognized or perfected under the laws of the United States or any other nation. The VAR shall not acquire any rights to The Company’s Marks, except the limited use rights specified in Section 6.4 below. The VAR shall not, without The Company’s Prior written permission, register directly or indirectly, any right which is identical or confusingly similar to the MARKS on which constitute any instruments that may be appropriate to register, maintain or renew the registration of the Marks in The Company’s name.

6.3 Private Label; Co-Branded Marks. All private label or co-branded trademarks, service marks, trade names, logos or other words or symbols identifying the Products created with the prior written consent of The Company shall be considered VAR Works and are subject to the rights specified in section 6.4 below.

6.4 Ownership of the VAR Works. The VAR shall retain all Intellectual Property Rights in VAR Works. Subject to these terms, The Company acquires neither any Intellectual Property Rights nor other rights in the VAR Works, except as The VAR otherwise expressly agrees in writing.

7 TERMS AND TERMINATION

7.1 Term. This Agreement shall become effective on the Effective Date and shall be valid for a period of one (1) year from the Effective Date, unless terminated in accordance with Section 7.2 below. Thereafter, this Agreement will automatically renew for additional one (1)



year term(s) unless either party provides notice of termination at least thirty (30) days prior to the expiration of the current term. Neither party shall be under any obligation to extend or renew the term of this Agreement.

7.2 Termination. Either party may terminate this Agreement, with or without cause, upon the giving of thirty (30) days prior written notice to the other party

7.3 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all Licenses shall be immediately terminated (except as described in Section 7.3(iii) below) and each party shall promptly comply with the following conditions:

- (i) The VAR shall remove from its marketing, media, and other files The Company's Products and offerings and discontinue sale of The Company's Products, except as provided in Section 7.3(iii) below;
- (ii) All payment and confidentiality protection obligations of either party accruing prior to termination shall survive termination;
- (iii) The VAR shall retain the limited right to continue to provide Support Services to End Users and approved partners that became such prior to expiration or termination of the Agreement. The VAR may also retain and continue resale of any Products obtained prior to expiration or termination of the Agreement. The Company shall continue to provide Support Services to The VAR under the applicable support or maintenance agreement.

8 DATA PRIVACY AND SECURITY

8.1 Personal Data Privacy and Security Compliance. The Parties shall comply with all applicable data protection and privacy laws, regulations, and industry standards in all jurisdictions where the Parties process, store, or transmit Personal Data on behalf of the End User. Depending on jurisdiction this may include, but is not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant national or international data protections laws except as provided in Section 8.3 below. The Parties shall use their reasonable efforts to implement and maintain appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of Personal Data, and to protect such data against unauthorized or unlawful processing, accidental loss, destruction, or damage.



8.3 Use of Non-Regulated Data. Subject to compliance with applicable data protection and privacy laws, The Company shall have the right to collect, store, analyze, use, and commercially exploit data that does not qualify as “Personal Data” or “Personally Identifiable Information”. This includes, but is not limited to, anonymized or aggregated network traffic data, signal strength indicators (RSSI), device telemetry, location data, environmental sensor data, system performance metrics, and other technical or operational data derived from the use of the Products.

8.2 Breach Notification and Response. In the event that either party becomes aware of any actual or suspected unauthorized access to, acquisition of, or disclosure of Personal Data or any other breach of security that compromises the integrity, confidentiality, of availability of systems or data processed on behalf of the End User (a ‘Security Breach’) the party shall:

- (i) Notify the other Party and/or affected End User without undue delay and, in any event, within forty-eight (48) hours of becoming aware of the Security Breach;
- (ii) Provide reasonable assistance and cooperation to the other party and/or affected End User in investigating and responding to the Security Breach;
- (iii) Promptly take all reasonably necessary steps to contain, investigate, and mitigate the Security Breach, and to prevent any recurrence. This may include patching vulnerabilities, revoking access credentials, restoring affected systems, and conducting forensic analysis;
- (iv) Not make public statement or disclose information about the Security Breach with prior written consent, unless otherwise required by law;
- (v) Maintain a record of the Security Breach, including its effects and remedial actions taken, and provide the other party or affected End User with access to such records upon request.



BLEEDIO TECH, INC VAR AGREEMENT_2025

IN WITNESS WHEREOF, authorized representatives of the Parties have signed and sealed this Agreement as of the effective date written above.

The Company:

BleedIO Tech, Inc

Signature: 

Name: Brad Niems

Title: CRO

The VAR: Okos Inc.

Signature: 

Name: Boris Besner

Title: CEO