

BATCHXPLOER Live

Channel Partner and Referral Agreement

Draft for legal review and business negotiation

Field	Draft Entry
Company	Theloris Solutions, LLC 65 Glen Road, Suite #234, Garner, NC 27529
Partner	[Partner legal name and address]
Product	BATCHXPLOER Live SaaS platform, Edge Gateway Kit, Process Insight module, and related controlled-report / process-development software components
Agreement type	Non-exclusive channel partner, referral, services-partner, and optional reseller framework
Version	Draft v1.0
Date	[Effective Date]

Important drafting note. This draft is a business/legal starting point and is not legal advice. It should be reviewed by counsel before signature, especially for regulated life-sciences deployments, referral-fee rules, data-security obligations, resale taxes, customer contract flow-downs, and any partner-led validation or installation work.

1. Parties and Purpose

This Channel Partner and Referral Agreement (the "Agreement") is entered into as of [Effective Date] by and between Theloris Solutions, LLC, with a mailing address at 65 Glen Road, Suite #234, Garner, NC 27529 ("Company," "Theloris," "BATCHXPLOER," "we," or "us"), and [Partner Legal Name], with a principal address at [Partner Address] ("Partner," "you," or "your").

The purpose of this Agreement is to create a non-exclusive partner framework for identifying, qualifying, referring, assisting, implementing, and, where separately authorized, reselling BATCHXPLOER Live opportunities for process-development, pilot-plant, MSAT, small-scale GMP, automation, historian, and validation-aware use cases.

2. Program Posture and Product Boundary

BATCHXPLOER Live is positioned as a configurable SaaS platform for GMP-oriented process development and small-scale production. It supports browser-based live batch intelligence, IoT edge connectivity, historian/MES/SFC context, controlled records, audit trail, e-signature support, controlled reports, and validation-aware governance. The Product is not intended in its current commercial posture to replace a full enterprise MES during alpha, automate QA batch release, perform product disposition, or perform closed-loop process control.

Partner shall not represent that the Product, by itself, makes a customer compliant with GMP, 21 CFR Part 11, FDA regulations, GAMP, customer SOPs, CSV requirements, or any other regulatory requirement. Customer remains responsible for intended use, validation, SOPs, training, data governance, quality-unit review, product disposition, and regulatory compliance.

3. Definitions

Term	Definition
Accepted Lead	A prospective customer submitted by Partner and accepted by Company through the deal-registration process as net-new or otherwise eligible.
Alpha Site	A qualified customer or prospect participating in a time-limited evaluation or alpha program, typically free software access for 90 days, with hardware and services handled separately unless agreed otherwise.
Customer Agreement	The subscription, SaaS terms, order form, statement of work, or other contract that governs a customer's access to the Product.
Deal Registration	The process by which Partner submits a prospective opportunity to Company for acceptance, protection, and commission eligibility.
Edge Gateway Kit	The industrial edge hardware package priced separately from SaaS subscriptions and used for local connectivity, protocol conversion, buffering, and secure outbound data movement.
Net Subscription Revenue	Actually received recurring SaaS subscription revenue from an eligible customer, excluding taxes, refunds, credits, chargebacks, hardware, professional services, implementation services, validation services, travel, pass-through costs, one-time third-party fees, and non-recurring amounts.
Partner Services	Services performed by Partner for a customer, including integration, automation, historian connectivity, on-site

	installation, validation support, CSV execution, commissioning, training, and consulting.
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4. Appointment; Partner Tracks

Company appoints Partner on a non-exclusive, non-transferable, revocable basis to participate in one or more partner tracks selected by Company in writing. Unless a specific track is expressly approved in an order form, addendum, or written program notice, Partner is authorized only as a Referral Partner.

Track	What Partner May Do	Default Economics
Referral Partner	Introduce qualified prospects and support initial discovery. Company owns sales process, pricing, contracting, and product delivery.	10% of first-year Net Subscription Revenue for accepted referrals that close within the protection window.
Co-Sell / Services Partner	Support demos, technical discovery, data-source scoping, customer education, and/or partner-led services that help close and support the customer.	15% of first-year Net Subscription Revenue if Company approves Partner as active partner-of-record. Partner separately invoices its own services.
Authorized Reseller / VAR	Sell or bundle the Product only if separately authorized in a written reseller addendum or order form. Resale authority is not automatic.	20%-25% margin or revenue share as agreed in a separate addendum.
Implementation / Validation Services Partner	Quote and perform on-site installation, historian/edge integration, CSV/validation support, or related services directly to the customer under Partner's own SOW.	Partner keeps its separately contracted services revenue. SaaS referral/co-sell commission applies only if separately eligible.

5. Non-Exclusivity and Territory

This Agreement is non-exclusive. Company may appoint other partners, sell directly, work with existing customers, accept inbound prospects, and pursue opportunities in any territory. Partner has no exclusive territory, account, industry, modality, or customer segment unless a signed addendum states otherwise.

6. Deal Registration and Opportunity Protection

Partner must register each opportunity before commission eligibility is established. Company may reject a submitted opportunity if the account is already active, already in Company's pipeline, previously registered by another partner, not a fit, not compliant with program criteria, or not sufficiently qualified.

Registration Requirement	Program Rule
Minimum information	Customer legal name, contact, title, email, phone, use case, production status, process area, estimated users, expected gateway count, data-source path, and Partner role.
Acceptance	Company acceptance must be in writing, email, CRM record, or partner portal record. Submission alone does not create rights.
Protection window	Accepted Leads are protected for 180 days from acceptance. Company may extend protection in 90-day increments when Partner is actively advancing the opportunity.
Alpha leads	Alpha leads may be registered, but no commission is earned on free alpha access. Commission eligibility begins only if the Alpha Site converts to a paid eligible subscription.
Disputes	Company has final decision authority on opportunity

	ownership, registration conflicts, prior pipeline status, and eligibility.
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7. Partner Responsibilities

- Promote the Product professionally and accurately, using Company-approved messaging, materials, and pricing guidance.
- Avoid promises of customer-specific source-code customization, full enterprise MES replacement during alpha, automated QA release, product disposition, or regulatory compliance without customer validation.
- Disclose Partner's role and any financial interest to prospects where required by law, customer policy, or procurement requirements.
- Coordinate with Company before sharing proposals, demos, product roadmaps, technical architecture, compliance claims, or pricing commitments.
- Maintain qualified personnel for any Partner Services involving automation, historian, CSV, validation, installation, or regulated operations.
- Carry out Partner Services under Partner's own contract, insurance, quality procedures, safety procedures, and professional responsibility.
- Protect Company Confidential Information, customer information, demo credentials, technical documentation, and non-public pricing.

8. Company Responsibilities

- Provide current product positioning, pricing guidance, demo materials, alpha program messaging, and partner enablement materials as available.
- Own Product roadmap, Product support, SaaS infrastructure, software subscription contracting, Product license grants, and Product delivery unless otherwise agreed.
- Review and accept or reject registered opportunities in a commercially reasonable manner.
- Pay eligible commissions on accepted, closed, paid, non-refunded opportunities according to Schedule B.
- Maintain sole discretion over Product availability, packaging, pricing, module gates, Product claims, and customer acceptance.

9. Customer Contracting and Pricing

Unless a reseller addendum states otherwise, Company contracts directly with the customer for SaaS access, subscription terms, Product support, Edge Gateway Kit sale, and Product-related terms. Partner is not authorized to sign, modify, waive, discount, or amend Company terms. Partner may contract directly with the customer for Partner Services, provided that Partner Services do not conflict with Company terms or create obligations for Company.

Published or suggested pricing is not a commitment to maintain any price. Company may update pricing, packaging, discounts, module gates, hardware pricing, and alpha-program terms at any time. Customer-specific pricing requires Company approval.

10. Commissions, Payments, and Taxes

Commission eligibility, payment timing, and exclusions are defined in Schedule B. Commission is earned only on actually received Net Subscription Revenue from eligible opportunities and only after Company receives

customer payment. Company may offset refunds, credits, chargebacks, non-payment, taxes, or disputed amounts against future commissions.

Partner is responsible for its own taxes, filings, insurance, payroll, and expenses. Partner is an independent contractor and is not entitled to Company employee benefits, reimbursement, or withholding unless expressly agreed in writing.

11. Hardware and Partner Services Boundary

Edge Gateway Kit hardware is priced separately from SaaS and may be sold by Company, rented, or handled through a separately approved partner procurement process. Unless otherwise agreed, Partner receives no commission on hardware revenue. Company's current planning price is \$1,195 per Edge Gateway Kit, including provisioning and remote commissioning support.

On-site validation, installation, historian integration, CSV execution, commissioning, and related services are not included in the SaaS subscription. Such services may be quoted separately by Partner or other channel partners under separate SOWs. Partner shall not represent such services as included unless Company expressly agrees in writing.

12. GMP, Part 11, Validation, and Process Insight Guardrails

Guardrail	Required Partner Position
GMP/Part 11	Product may support Part 11-aligned technical controls, but customer remains responsible for validation, SOPs, training, intended use, user administration, record retention, and quality decisions.
No QA release claim	Partner shall not claim the Product performs automated QA batch release, product disposition, GMP true-copy approval, or regulatory acceptance.
Process Insight	Process Insight outputs are engineering hypotheses for process-owner review. They are not autonomous process decisions, product disposition, or GMP release decisions.
No source-code customization	Customer-specific suites, equipment, recipes, tags, roles, reports, identity settings, and integrations are handled by controlled configuration where available, not customer-specific source-code forks.
Validation services	Partner may offer validation/CSV services separately if qualified, but Company is not responsible for Partner's services or customer validation execution unless a signed Company SOW says otherwise.

13. Confidentiality

Each party may receive non-public business, technical, financial, product, pricing, security, customer, or operational information of the other party ("Confidential Information"). The receiving party shall use Confidential Information only for performance under this Agreement, protect it using at least reasonable care, and not disclose it except to personnel or advisors with a need to know and obligations of confidentiality. Confidential Information excludes information that is public through no fault of the recipient, already known without duty of confidentiality, independently developed, or rightfully received from a third party.

Confidentiality obligations survive for five (5) years after termination, except for trade secrets, source code, security architecture, customer data, and non-public product roadmaps, which remain protected as long as permitted by law.

14. Data Security and Customer Data

Partner shall not access Product environments, customer data, credentials, logs, time-series data, process data, validation records, or controlled records unless authorized by Company and the customer in writing. Partner shall use commercially reasonable administrative, technical, and physical safeguards appropriate for regulated life-sciences environments. Partner shall promptly notify Company of any suspected unauthorized access, loss, disclosure, compromise, or misuse involving Product access, Company Confidential Information, or customer information.

15. Intellectual Property and Marks

Company and its licensors retain all right, title, and interest in the Product, software, source code, documentation, trademarks, logos, processes, inventions, reports, templates, roadmaps, and related intellectual property. No rights are granted except the limited rights expressly stated in this Agreement. Partner shall not reverse engineer, decompile, copy, modify, create derivative works from, remove notices from, or attempt to access source code for the Product.

Company grants Partner a limited, revocable, non-exclusive right to use Company-approved marks and materials solely to promote eligible opportunities under this Agreement. Partner must comply with branding guidelines and stop using marks upon termination or Company request.

16. Marketing, Case Studies, and Publicity

Neither party may issue press releases, public announcements, customer logos, partner badges, case studies, claims of partnership certification, or other public materials referencing the other party without prior written approval. Customer case studies require customer approval and must respect confidentiality, data-integrity, and regulated-use boundaries.

17. Warranties and Disclaimers

Each party represents that it has authority to enter into this Agreement. Partner represents that it will comply with applicable laws and will not make false, misleading, unsupported, or unauthorized claims about the Product.

EXCEPT AS EXPRESSLY STATED IN A SIGNED CUSTOMER AGREEMENT, THE PRODUCT, PROGRAM, PARTNER MATERIALS, AND ANY ALPHA ACCESS ARE PROVIDED WITHOUT WARRANTIES IN THIS PARTNER AGREEMENT. COMPANY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Limitation of Liability

EXCEPT FOR CONFIDENTIALITY BREACHES, IP MISUSE, DATA SECURITY INCIDENTS CAUSED BY A PARTY, PAYMENT OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS, NEITHER

PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION ARISING FROM THIS AGREEMENT.

EXCEPT FOR THE EXCLUSIONS ABOVE, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) AMOUNTS PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (B) \$25,000.

19. Indemnification

Partner shall defend, indemnify, and hold harmless Company from claims, damages, losses, costs, and expenses arising from Partner's misrepresentations, Partner Services, breach of this Agreement, violation of law, data-security incident caused by Partner, unauthorized use of Company materials, or commitments made without Company authorization. Company shall defend, indemnify, and hold harmless Partner from third-party claims alleging that the unmodified Product, as provided by Company and used according to Company documentation, infringes a U.S. patent, copyright, or trademark, subject to standard exclusions for combinations, modifications, unauthorized use, or third-party/customer/Partner materials.

20. Insurance

If Partner performs Partner Services, on-site work, validation support, integration, or technical consulting, Partner shall maintain insurance appropriate to the work, which may include commercial general liability, professional liability/errors and omissions, workers compensation as required by law, cyber liability where data access is involved, and automobile coverage where applicable. Company may request certificates of insurance before Partner performs work for a customer.

21. Compliance with Laws

Each party shall comply with applicable laws, including anti-bribery, anti-corruption, export control, sanctions, privacy, data security, procurement, tax, labor, and unfair competition laws. Partner shall not offer improper incentives, kickbacks, gifts, or referral payments to obtain business. Partner shall immediately notify Company of any conflict-of-interest, government-customer, healthcare, or regulated procurement issue that may affect a deal.

22. Term and Termination

This Agreement begins on the Effective Date and continues for one (1) year unless earlier terminated. It renews for successive one-year terms unless either party gives thirty (30) days' written notice of non-renewal. Either party may terminate for convenience on thirty (30) days' written notice. Either party may terminate immediately for material breach not cured within ten (10) days after notice, insolvency, violation of law, confidentiality breach, unauthorized product claims, misuse of data, IP misuse, or conduct that could harm customers or regulated trust.

Upon termination, Partner shall stop representing itself as a partner, stop using Company marks, return or destroy Confidential Information upon request, and stop using demo access or materials. Registered opportunities active at termination may remain eligible for commission only if Company confirms in writing and only for opportunities that close within the applicable protection period.

23. Independent Contractor; No Authority

The parties are independent contractors. This Agreement does not create an employment, agency, franchise, joint venture, partnership, fiduciary, or exclusive relationship. Partner has no authority to bind Company, sign contracts, alter pricing, grant licenses, waive terms, represent compliance status, approve validation outcomes, or make customer commitments on Company's behalf.

24. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of North Carolina, without regard to conflict-of-law rules. The parties agree to submit to the state and federal courts located in North Carolina for disputes arising out of or related to this Agreement, unless the parties agree to arbitration or another forum in a signed addendum.

25. General Terms

This Agreement, together with any signed schedules, addenda, deal-registration records, and order forms expressly referencing this Agreement, is the entire agreement between the parties regarding the subject matter and supersedes prior discussions. Amendments must be in writing and signed by both parties. Partner may not assign this Agreement without Company's prior written consent. If any provision is unenforceable, the remainder remains in effect. Notices shall be sent to the addresses above or to updated notice addresses provided in writing. Electronic signatures and counterparts are permitted.

26. Signature

THELORIS SOLUTIONS, LLC	PARTNER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A - Current Product Packages and Partner Positioning

This schedule summarizes the current go-to-market packaging. Company may modify packaging and pricing at any time. Partner should use only current Company-approved pricing and collateral.

Package	Indicative Positioning	Partner Notes
Founding Alpha	Free software access for 90 days for qualified process-development, MSAT, pilot-plant, and small-scale GMP teams willing to test against a real run-review workflow.	No commission on free alpha. Commission may apply if the Alpha Site converts to a paid subscription and the opportunity is registered and accepted.
Process Development Starter	\$1,500/mo+ target for one suite, pilot room, or focused development group needing live process context and controlled review.	Good entry package for direct sales and partner referrals. One edge gateway typical.
Pilot Plant Pro	\$4,500/mo target for multi-room process-development teams needing workflows, Process Insight, and deeper review context.	Most common paid conversion target. Includes Pro-level modules such as MES/SFC and Process Insight baseline where available.
Scale-Up / GMP Ops	\$7,500/mo target for regulated development, small-scale GMP, and scale-up teams requiring stronger evidence governance.	Best fit for validation-aware governance, controlled GMP package drafts, backup/restore evidence, and advanced report packages.
Enterprise / Network	Custom quote for multi-site, private cloud/VPC, custom connectors, enterprise governance, and partner-led deployments.	Requires separate approval and commercial terms.
Edge Gateway Kit	\$1,195 one-time, including provisioning and remote commissioning.	Hardware is not commissionable unless agreed in writing. On-site installation is quoted separately.

Schedule B - Commission and Revenue Share Schedule

Partner Motion	Eligibility	Commission / Margin	Payment Timing	Exclusions
Referral-only	Accepted Lead closes within 180-day protection window or approved extension.	10% of first-year Net Subscription Revenue.	Quarterly in arrears, within 45 days after quarter end and after Company receives customer payment.	No commission on alpha, hardware, taxes, refunds, credits, services, pass-through costs, or renewals.
Partner-assisted / co-sell	Partner actively supports discovery, demo, data-source scope, stakeholder coordination, and closing; Company approves partner-of-record.	15% of first-year Net Subscription Revenue.	Quarterly in arrears after payment receipt.	Same exclusions. Company may reduce if Partner activity is minimal or undocumented.
Partner-led / reseller / VAR	Only through a signed reseller or deal addendum authorizing resale or partner-led commercial motion.	20%-25% margin or revenue share as specified in addendum.	As stated in addendum.	No reseller rights are created by this Agreement alone.
Renewal participation	Optional; requires active partner-of-record status and Company approval.	0% default. Optional 5% first renewal revenue share if active support and QBR participation are	As stated in approved registration or addendum.	No perpetual annuity unless expressly agreed.

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Company may withhold payment where customer payment is overdue, disputed, refunded, terminated, or subject to legal/compliance review. Commissions are calculated net of discounts and only on eligible recurring SaaS subscription revenue.

Schedule C - Deal Registration Form

Field	Required Entry
Partner name / contact	[Name, title, email, phone]
Customer legal name	[Customer / prospect]
Customer contact	[Name, title, email, phone]
Opportunity source	[Referral / co-sell / partner-led / alpha candidate]
Use case	[Run review, Process Insight, pilot plant, MSAT, small-scale GMP, historian review, etc.]
Production status	[Process Development / Pilot Plant / Small-Scale Production / Tech Transfer / Other]
Estimated users	[Number]
Estimated gateways	[Number]
Data source path	[OPC UA / MQTT / PI Web API / historian / other]
Target package	[Alpha / Starter / Pro / Scale / Enterprise]
Partner role	[Introduction / demo support / integration / validation / site services]
Known constraints	[Data access, validation, procurement, timeline, partner services needed]

Schedule D - Services Boundary and GxP Guardrails

- Partner Services are separately contracted and separately priced. They are not included in the SaaS subscription unless a signed Company SOW says otherwise.
- Company Product support does not include customer SOP execution, CSV execution, customer protocol approval, QA approval, product disposition, or customer training execution unless separately contracted.
- Partner may not represent that Product access, Product reports, alpha access, or Process Insight output constitutes GMP approval, batch release, validated state approval, or regulatory acceptance.
- Partner shall use approved claim language: "supports Part 11-aligned technical controls," "validation-aware lifecycle support," "controlled engineering reports," and "engineering-use insight for process-owner review."
- Partner shall avoid prohibited claim language: "validated out of the box," "automated QA release," "GMP batch disposition," "guaranteed compliance," or "full enterprise MES replacement during alpha."

Schedule E - Partner Qualification Checklist

Qualification Area	Questions to Ask
Domain fit	Does Partner already serve process-development, pilot-plant, biotech, pharma, automation, historian, CSV, or GMP customers?
Technical fit	Can Partner support OPC UA, MQTT, historian, PI Web API, edge networking, data-source scoping, or automation integration?
Validation fit	Can Partner discuss validation and Part 11 responsibly without overpromising?
Commercial fit	Can Partner bring at least one qualified alpha or paid opportunity within 60-90 days?
Scope discipline	Will Partner keep on-site validation, installation, and

	custom integration work outside the SaaS subscription?
Customer trust	Does Partner have credible relationships with process engineering, MSAT, automation, QA/CSV, or pilot-plant sponsors?

Schedule F - Non-Contractual Drafting Notes for Theloris Internal Use Only

Remove this schedule before execution if you want a clean external partner agreement. These notes explain the business rationale used to draft the agreement.

- Industrial software platforms commonly rely on service, integration, reseller, and technology partners because implementation, integration, and customer trust are part of the adoption path.
- Benchmarks support separating referral, co-sell, VAR/reseller, and implementation-services motions rather than using one universal commission structure.
- Public benchmarks commonly show referral fees around 5%-20% of first-year ACV depending on lead quality, VAR margins around 20%-30%, and product-only resellers closer to lower margins when they do not provide services.
- For BATCHXPLOER, partner services should remain separately quoted to prevent SaaS margins from being consumed by on-site validation, installation, CSV execution, or custom integration work.
- The Product's current best-fit partner types are automation/system integrators, historian/data consultants, CSV/validation consultants, biotech process-development consultants, and small life-sciences engineering firms.