



## PROGRAM TERMS

# MSP Partner Program — Terms

PlutoVault — CID DCIM · Operated by Redline Analytics LLC

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## # PlutoVault MSP Referral Partner Program — Terms & Guidelines

These terms govern participation in the PlutoVault MSP Referral Partner Program ("Program") operated by Redline Analytics LLC ("PlutoVault", "we"). By applying to or participating in the Program, the partner ("Partner", "you") agrees to these terms.

### 1. Program model

The Program is a **referral** program. PlutoVault contracts with, bills, and supports the end client directly. The Partner refers prospects and, upon a qualified conversion, earns a recurring commission. The Partner is an independent contractor; nothing here creates an agency, partnership, employment, or joint-venture relationship, and the Partner may not represent itself as PlutoVault or bind PlutoVault to any obligation.

### 2. Commission

- **Base commission: 15%** of the net recurring subscription revenue actually collected from a referred client, paid for the life of that client's active, paid subscription.
- **Quarterly volume rebate**, added to the base commission, based on the Partner's count of active referred clients at quarter end: **+3%** (5–9 clients), **+5%** (10–19), **+8%** (20+).
- Commission is calculated on net revenue (excluding taxes, refunds, chargebacks, credits, and discounts) and accrues only while the client subscription is active and paid. One-time charges, AI credit top-ups, and pass-through fees are excluded unless stated otherwise.

### 3. Deal registration & attribution

- A Partner may register a prospect in the partner portal. A registered deal protects the opportunity for the Partner for **90 days** from registration.
- A client is attributed to a Partner when the client signs up through the Partner's unique referral link, or when the client matches an active registered deal by email or domain.
- If two Partners register or refer the same prospect, attribution goes to the **first valid registration or referral**. PlutoVault resolves attribution disputes in good faith, and its determination is final.

- Self-referrals, referrals of existing PlutoVault customers or pipeline, and referrals of the Partner's own affiliated entities do not qualify.

#### 4. Payment terms

- Commissions and rebates are computed continuously and shown in the partner portal for transparency.
- Payouts are issued on a regular cycle (monthly in arrears) once the accrued, eligible balance exceeds the minimum threshold then in effect, subject to receipt of valid payment and tax details. Amounts below the threshold roll forward.
- PlutoVault may withhold or claw back commission attributable to fraud, chargebacks, refunds, or client non-payment.

#### 5. Brand, conduct & channel rules

- The Partner may use PlutoVault-provided marketing materials as supplied. The Partner may not alter trademarks, make unauthorized claims, bid on PlutoVault brand terms in paid search, or send unsolicited bulk email ("spam") referencing PlutoVault.
- White-label functionality lets the Partner brand the client's \*application experience\*; billing and support are nonetheless performed by PlutoVault, and the Partner must not misrepresent who provides the underlying service or bills the client.
- The Partner is responsible for the accuracy of statements it makes to prospects and for complying with all applicable laws (including marketing, privacy, and anti-corruption laws).

#### 6. Confidentiality & data

Non-public information exchanged under the Program is confidential. Client and prospect data must be handled in accordance with applicable law and PlutoVault's privacy policy.

#### 7. Term, changes & termination

- The Program is offered at PlutoVault's discretion and may be modified or discontinued on

reasonable notice. Material changes to commission rates apply prospectively.

- Either party may terminate participation at any time. On termination, commission continues to accrue on already-attributed, active clients for as long as those subscriptions remain active, unless terminated for cause (fraud, breach, or brand misuse), in which case unpaid amounts may be forfeited.

## **8. No warranty; limitation of liability**

The Program is provided "as is". To the maximum extent permitted by law, PlutoVault's aggregate liability under the Program is limited to commissions actually payable to the Partner.

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\*These terms are a program summary and may be supplemented by a signed partner agreement.

Questions: [partners@redlineanalytics.net](mailto:partners@redlineanalytics.net) · © Redline Analytics LLC.\*