FUSIONSYNC AI
Partnership Framework

A commercial framework for building, validating and owning AI-powered solutions together.

The Partnership

FusionSync is a white-label technical partner. The partner brings the market, client relationships, sales and/or domain expertise. FusionSync provides the technical layer required to build and deliver the solution.

The objective is simple: validate real demand, deliver paying client implementations, build dedicated software when the opportunity is proven, and create a clear path to partner ownership.

FusionSync shares the initial technical risk while the partner develops the commercial opportunity. The relationship progresses from validation to client rollout, dedicated software and earned ownership.

The Partnership Journey

Phase 1 — Validate: Vertical POC

FusionSync builds a working vertical-specific POC at no charge to the partner. It is designed to demonstrate the solution, support sales conversations and validate the commercial opportunity.

One free POC is available per vertical under the partnership model.

Phase 2 — Prove: Client Rollout

Once the partner sells the solution to a paying client, implementation begins. Early deployments use an appropriate proven/generic stack. The exact technology is selected according to the vertical and requirements.

There is no obligation to enter Phase 3; a partner may continue using the proven-stack model as long as the commercial relationship remains viable. Continuing in Phase 2 does not create an ownership claim or advance the Phase 3 ownership milestones.

Phase 3 — Build: Dedicated Software

When repeat demand is demonstrated, both parties may mutually agree to build dedicated software for the partnership track.

At Phase 3 kickoff, both parties agree on:

• Ownership transfer amount

Revenue milestone start date / Phase 3 effective date

- Dedicated software scope
- Dedicated build value
- Ownership milestones
- Post-ownership support and maintenance terms

There is no universal Phase 3 build value. A lightweight solution and a complex software platform may have materially different development requirements and values. The agreed build value becomes the reference value used for the early-transfer calculation for that track.

Material changes in product direction or scope are reviewed jointly and may change the build value, timeline and commercial terms.

Ownership Milestones

The ownership revenue clock begins only when both parties formally enter Phase 3 and agree the dedicated software scope, dedicated build value and ownership milestones. Revenue generated during Phase 1 or Phase 2 does not count toward ownership.

Ownership is earned through cumulative qualifying revenue actually received by FusionSync from the specific partnership track. Qualifying revenue means amounts actually collected by FusionSync for implementation, recurring technical services, support or other agreed charges attributable to that track. Taxes, refunds, chargebacks and pass-through third-party costs do not count unless expressly agreed.

Milestone 1 — $15,000 cumulative qualifying FusionSync revenue

Ownership of the defined partner-specific IP within:

Geography × Niche × Specific IP

Example: UK × Dental × CRMBridge-specific integration and workflows.

Milestone 2 — $50,000 cumulative qualifying FusionSync revenue

Global ownership of the defined partner-specific IP within:

Niche × Specific IP

Revenue is measured cumulatively for the partnership track. Once revenue has been received by FusionSync, it remains credited toward the milestone even if a client later leaves or recurring revenue subsequently decreases.

Once the applicable threshold has been received and verified, the partner has earned the applicable ownership right. The ownership transfer is then completed using the separately agreed ownership transfer amount and handoff terms.

Previously earned qualifying revenue remains earned even if a client later leaves.

What the Partner Owns

Ownership applies to the defined partner-specific software and IP created for the partnership track. It does not transfer FusionSync's general technology stack.

- Partner-specific domain logic and business rules
- Dedicated workflows and configurations
- Specific integrations developed for the partner
- Custom software developed specifically for the partnership
- Partner-specific documentation and implementation assets

What FusionSync Retains

- Pre-existing FusionSync IP

- Generic frameworks and reusable components
- General automation patterns and technical know-how
- Generic connectors and reusable infrastructure
- Technology or IP owned by third-party providers

The exact ownership boundary is documented at the start of Phase 3 in the agreed scope/IP schedule. This identifies the geography, niche, partner-specific integrations, workflows, business rules, software modules and other protected assets covered by the track.

A generic capability is not automatically a partner IP. For example, an AI support chatbot is generic. A support system built for a specific insurance-claims process with domain-specific rules and a custom third-party integration can constitute partner-specific IP.

Client & Commercial Relationship

The partner owns the end-client relationship and contracts directly with the end client. FusionSync acts as the partner's white-label technical/vendor team.

- The partner controls client pricing and commercial terms.
- FusionSync does not independently solicit or circumvent the partner's clients for competing work arising from the partnership.

Payment & non-payment: FusionSync invoices are payable within 15 days unless otherwise agreed. If an invoice remains unpaid for 7 days after its due date, FusionSync may pause new development, new client onboarding and non-essential support until payment is brought current. If payment remains outstanding for 30 days after the due date, FusionSync may suspend the affected services and initiate termination under the applicable agreement. Outstanding amounts remain payable after suspension or termination.

- The partner's pre-existing client, domain and business IP remains theirs.

Infrastructure & Third-Party Services

Where practical, business-critical third-party accounts and infrastructure are established under the partner's ownership, with FusionSync given the access required to implement and maintain the system.

- Hosting and cloud accounts
- CRM and communication platforms
- API and SaaS accounts
- Other third-party infrastructure required by the solution

Third-party software, platforms and services remain subject to their own ownership and licensing terms.

After Ownership Transfers

Ownership transfer does not require rebuilding the solution. Existing clients continue using the same software.

The partner remains responsible for its end-client relationships, commercial contracts and client obligations throughout the transition.

When the applicable ownership milestone is earned, the partner completes the ownership transfer using the ownership transfer amount agreed at Phase 3 kickoff. This amount is separate from the Phase 3 build value and is agreed for the specific partnership track; it is not a universal fixed fee.

Ownership transfer becomes effective once the applicable ownership transfer amount has been received and the transfer terms have been completed. The ownership transfer amount and the Phase 3 dedicated build value are mutually agreed and documented before Phase 3 development begins.

The technical handoff and training are then completed within the transition period agreed for the Phase 3 track.

The ownership transfer amount may differ by track based on the scope and complexity of the dedicated software. The same principle applies to both the Geography × Niche × Specific IP milestone and the global Niche × Specific IP milestone.

For the global milestone, 'global' means the protected ownership boundary applies across all geographies, subject to the specific Niche × Specific IP definition documented for the track.

For clarity, these are separate commercial items: (1) the Phase 3 dedicated build value is the agreed reference value for the dedicated software and for the early-transfer calculation; (2) the ownership transfer amount is the agreed amount payable when an earned ownership milestone is transferred; (3) the early-transfer price applies only when the partner requests ownership before earning the milestone; and (4) the post-ownership maintenance/support fee applies only if the partner chooses to continue using FusionSync as its technical vendor.

Operationally, the relationship then changes from the partnership/earn-in model to a standard technical vendor relationship:

• The partner owns the agreed software and partner-specific IP.

The agreed partner-specific IP protection remains with the partner after ownership transfer; FusionSync does not reuse that protected IP outside the agreed ownership boundary.

• FusionSync provides a structured handoff and trains the partner's team on the agreed implementation and operational processes for new and existing client deployments.

The standard handoff includes the source code and configurations for the owned software, relevant workflows and documentation, deployment information, transfer of access/credentials held in partner-owned accounts where applicable, and training on the agreed operational procedures. FusionSync's reusable internal frameworks, generic components, infrastructure, tooling and unrelated IP remain FusionSync's property.

• Partnership-model per-client implementation/support charges stop after the ownership transition.

• If the partner wants FusionSync to continue maintaining or developing the software, the partner pays the post-ownership maintenance/support fee agreed at Phase 3 kickoff.

• The partner/client assumes ongoing software running costs, hosting and third-party service costs.

Post-ownership support/maintenance terms are agreed at Phase 3 kickoff and continue after ownership transfer unless both parties agree to change them.

After ownership transfer, any new development requested by the partner is treated as standard paid development under the applicable development agreement. New work does not automatically fall under the previous earn-in arrangement.

The partner is free to modify the owned software, use another technical provider, or continue working with FusionSync.

Early Exit & Transfer

Partner chooses to exit before ownership

If the partner voluntarily ends the partnership before ownership is earned, the partner may take ownership of the dedicated Phase 3 software and partner-specific IP through an early transfer.

This early-transfer price is separate from the ownership transfer amount that applies when the partner reaches an earned ownership milestone.

If the milestone has already been reached, the early-transfer price is not applicable because the partner has earned the ownership right; the separately agreed ownership transfer amount then applies.

If the partner does not require an operational handoff immediately after earning ownership, the parties may agree a transition period during which FusionSync continues operating the software under the agreed post-ownership support terms.

FusionSync chooses to discontinue the partnership

If FusionSync independently discontinues the partnership for reasons unrelated to partner breach, non-payment, misconduct or contractual default, the partner receives the agreed dedicated software and partner-specific IP transfer without an additional ownership transfer fee.

This free-transfer provision does not apply where the partner's breach/default caused the termination or where the partner deliberately engineered the circumstances to obtain the software.

Commercial Inactivity

The earn-in model is intended for an actively pursued commercial opportunity. FusionSync will not be required to carry dedicated software indefinitely where the partner has stopped pursuing the market.

After 90 days of material commercial inactivity, either party may request a partnership review.

The parties may agree to:

- Continue the partnership
- Revise the commercial plan
- Initiate an early ownership transfer
- Wind down the partnership

A lack of a new client alone is not sufficient to establish inactivity. Active prospecting, pipeline development and sales activity are considered continued commercial activity.

Client Continuity

If the partnership ends, existing clients should not be stranded. A standard 90-day transition period applies unless otherwise agreed, allowing the parties to transfer, continue or wind down existing deployments in an orderly manner.

Partner Protection

During Phase 3, FusionSync will not replicate the same defined Geography × Niche × Specific IP combination for a direct competing partner.

This protects the partner-specific opportunity without preventing FusionSync from working elsewhere in the broader industry. Other geographies, niches and solutions that do not reuse the protected partner-specific IP remain available to FusionSync.

Separate Partnership Tracks

Each distinct vertical or new IP opportunity is treated as a separate partnership track.

Changes in ownership or control of either party, including acquisition, merger or assignment, are addressed in the applicable partnership agreement.

- New vertical = new track
- New scope = new Phase 1/2/3 commercial evaluation
- New dedicated build value
- New ownership boundary and milestones

Success in one vertical does not automatically transfer ownership rights to unrelated verticals or solutions.

Roles at a Glance

Partner	FusionSync
Market, clients and commercial relationship	Technical architecture and engineering
Sales and client contracting	AI, automation, integrations and software
Domain expertise and business requirements	Deployment, maintenance and technical support
Client pricing and commercial packaging	White-label delivery behind the partner

In Summary

The partnership is designed to align commercial and technical risk:

- Start with a real opportunity and validate it.
- Roll out to paying clients before committing to dedicated software.
- Build dedicated software when repeat demand is proven.
- Earn ownership through cumulative revenue generated for FusionSync.
- Protect the partner's defined geography, niche and specific IP.
- Move to a normal paid technical-vendor relationship once ownership transfers.

Commercial figures in this framework are stated in USD unless otherwise agreed. Final governing law, jurisdiction and dispute-resolution terms are defined in the applicable partnership agreement.

This framework describes the commercial model. Final IP, confidentiality, non-circumvention, termination and transfer terms are documented in the applicable partnership agreement.