



WHITE-LABEL AND RESELLER AGREEMENT

Platform Branding License and Reseller Authorization — Scantra.ai DBA Scantra

Version 1.0 | Effective June 10, 2026

A software product of Violet Organization, a 501(c)(3) non-profit organization

EIN: 81-3855319

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c/o Violet Organization, a 501(c)(3) non-profit organization (EIN: 81-3855319), 210 Lake Dr E, Cherry Hill, NJ 08002

WHITE-LABEL AND RESELLER AGREEMENT

Platform Branding License and Reseller Authorization

Effective Date: June 10, 2026

This White-Label and Reseller Agreement ("Agreement") is entered into as of [Effective Date] ("Effective Date") by and between:

LICENSOR: Scantra.ai DBA Scantra, a program of Violet Organization, a 501(c)(3) non-profit corporation organized under the laws of the State of New Jersey (EIN: 81-3855319), with its principal place of business at 210 Lake Dr E, Cherry Hill, NJ 08002 ("Scantra" or "Licensor"); and

RESELLER: [Client Legal Name], a [corporation / limited liability company / other] organized under the laws of [State / Jurisdiction of Organization], with its principal place of business at [Reseller Address] ("Reseller").

Licensor and Reseller are each referred to herein individually as a "Party" and collectively as the "Parties."

Section I. RECITALS

WHEREAS, Licensor has developed and operates the Scantra platform, a proprietary SEO analysis, compliance monitoring, and AI optimization tool;

WHEREAS, Reseller desires to license and resell the Scantra platform to its own clients under Reseller's brand, and Licensor is willing to grant such rights on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to establish the terms governing Reseller's white-label and reseller rights with respect to the Scantra platform.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section II. DEFINITIONS

"Branded Platform" means the Platform configured and presented under the Reseller Brand in accordance with this Agreement, including all white-label customizations permitted herein.

"End Client" means any third-party customer to whom Reseller licenses or provides access to the Branded Platform pursuant to this Agreement.

"End Client Agreement" means the written agreement between Reseller and each End Client governing End Client's use of the Branded Platform, which must satisfy the minimum requirements set forth in Exhibit B.

"Licensor Marks" means all trademarks, service marks, logos, and trade names of Licensor, including "Scantra," "Scantra.ai," and all related marks.

"Minimum Resale Price" means the minimum price per seat, per user, or per subscription tier at which Reseller may offer the Branded Platform to End Clients, as set forth in Exhibit A.

"Platform" means Licensor's proprietary Scantra software platform, including all software, algorithms, AI models, APIs, user interfaces, and related systems, as updated from time to time.

"Reseller Brand" means Reseller's own trademarks, service marks, logos, and trade names, as approved by Licensor for use in connection with the Branded Platform.

"Reseller Territory" means the geographic territory or market segment in which Reseller is authorized to resell the Branded Platform, as specified in Exhibit A.

"Seat" means a single authorized user account on the Platform, as defined in the applicable Order Form.

"White-Label Customizations" means the permitted branding modifications to the Platform described in Section III, including the application of Reseller's logo, color scheme, and domain, to the extent technically supported by Licensor.

Section III. GRANT OF LICENSE AND RESELLER RIGHTS

III.I White-Label License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Reseller a limited, non-exclusive, non-transferable, non-sublicensable license to:

- (a) access and use the Platform solely for the purpose of providing the Branded Platform to End Clients within the Reseller Territory;
- (b) apply White-Label Customizations to the Platform interface in accordance with Section III;
- (c) market, promote, and offer the Branded Platform to prospective End Clients within the Reseller Territory under the Reseller Brand; and
- (d) use Licensor's technical documentation solely to support Reseller's delivery of the Branded Platform.

III.II Reseller Authorization

Licensor hereby authorizes Reseller to enter into End Client Agreements with End Clients for access to and use of the Branded Platform, subject to:

- Each End Client Agreement satisfying the minimum required terms set forth in Exhibit B to this Agreement;
- Reseller charging End Clients at or above the Minimum Resale Price set forth in Exhibit A;
- Reseller providing Licensor with a copy of Reseller's standard End Client Agreement for review and approval prior to first use, and of any material modification thereafter; and
- Reseller remaining solely responsible for all End Client relationships, support obligations (to the extent not delegated to Licensor), and payment collection.

III.III Limitations on License

Reseller shall not:

1. Sublicense, sub-resell, or otherwise transfer the rights granted herein to any third party other than End Clients pursuant to End Client Agreements.
2. Use the Platform or Branded Platform for any purpose other than providing services to End Clients under this Agreement.
3. Remove, obscure, or modify any Licensor attribution, legal notices, or required disclosures embedded in the Platform.
4. Represent to End Clients or any third party that Reseller owns the Platform or the underlying technology.
5. Grant End Clients any rights in excess of those granted to Reseller under this Agreement.
6. Modify, reverse engineer, decompile, or create derivative works of the Platform.
7. Use the Platform to provide services to competitors of Licensor without Licensor's prior written consent.

Section IV. WHITE-LABEL CUSTOMIZATIONS

IV.I Permitted Customizations

Licensor shall provide Reseller with the ability to apply the following White-Label Customizations to the Platform interface, subject to technical feasibility and Licensor's then-current platform capabilities:

- Replacement of Licensor's logo with Reseller's logo in the platform header, login page, and email communications.
- Application of Reseller's primary and secondary brand colors to the platform interface, to the extent supported by the platform's theming system.
- Configuration of a custom subdomain (e.g., platform.[resellerdomain].com) or a custom domain, as technically supported.
- Custom "from" address and sender name for platform-generated email notifications.
- Custom platform name as displayed in the user interface (e.g., "[Reseller Product Name] powered by Scantra").

IV.II Prohibited Customizations

Reseller may not:

- Remove or obscure any copyright notices or legal disclosures embedded in the Platform.
- Represent to End Clients that the platform was developed by Reseller or any party other than Licensor.
- Apply customizations that violate Licensor's brand guidelines or that could be confused with Licensor's standard platform presentation.

IV.III Disclosure Requirement

NOTICE: RESELLER IS REQUIRED TO DISCLOSE TO ALL END CLIENTS, IN THE END CLIENT AGREEMENT AND ON THE BRANDED PLATFORM'S TERMS OF SERVICE AND PRIVACY POLICY PAGES, THAT THE UNDERLYING PLATFORM IS POWERED BY SCANTRA.AI, A PROGRAM OF VIOLET ORGANIZATION, A 501(c)(3) NON-PROFIT ORGANIZATION (EIN: 81-3855319). THIS DISCLOSURE IS REQUIRED FOR LEGAL COMPLIANCE, CONSUMER PROTECTION, AND VIOLET ORGANIZATION'S NONPROFIT TRANSPARENCY OBLIGATIONS. FAILURE TO INCLUDE THIS DISCLOSURE IS A MATERIAL BREACH OF THIS AGREEMENT.

IV.IV Licensor Branding Retained

Notwithstanding any White-Label Customizations, Licensor retains the right to include a discreet footer attribution on all Platform pages in a form such as "Powered by Scantra.ai" unless Licensor, at its sole discretion, agrees in writing to omit such attribution for a specific Reseller engagement. Any such omission agreement must be set forth in the applicable Order Form.

Section V. FEES, PRICING, AND REVENUE

V.I Reseller Fees

Reseller shall pay Licensor the wholesale fees for Platform access as set forth in Exhibit A ("Wholesale Fees"). Wholesale Fees are payable in advance, in accordance with the billing schedule in Exhibit A, regardless of whether Reseller has collected corresponding amounts from its End Clients.

V.II Minimum Resale Price

Reseller shall not offer or provide access to the Branded Platform to any End Client at a price below the Minimum Resale Price set forth in Exhibit A. The purpose of this provision is to protect the integrity of Licensor's pricing in the market. Violation of the Minimum Resale Price is a material breach of this Agreement.

V.III Reseller's Margin

The difference between the Minimum Resale Price (or any higher price charged by Reseller) and the Wholesale Fee constitutes Reseller's gross margin. Licensor makes no representation regarding the amount of margin available to Reseller or the commercial viability of Reseller's pricing strategy.

V.IV Invoicing and Payment

Licensor shall invoice Reseller in accordance with the billing schedule in Exhibit A. Payment is due within thirty (30) days of invoice. Late payments accrue interest at one and one-half percent (1.5%) per month. If Reseller's account is more than thirty (30) days past due, Licensor may suspend access to the Platform for all of Reseller's End Clients upon written notice.

V.V Seat Reporting

Reseller shall provide Licensor with a monthly report, no later than the fifth (5th) business day of each calendar month, setting forth the number of active End Client seats, End Client names (subject to any confidentiality obligations), and any changes in seat count from the prior month. Licensor reserves the right to audit Reseller's seat count and End Client list upon reasonable notice.

Section VI. END CLIENT AGREEMENTS AND COMPLIANCE

VI.I Minimum Required Terms

Each End Client Agreement entered into by Reseller shall include, at minimum, the terms set forth in Exhibit B to this Agreement, including:

- A prohibition on End Client's resale, sublicensing, or redistribution of the Branded Platform.
- Restrictions on reverse engineering, decompilation, or extraction of source code.

- A limitation of liability and disclaimer of warranties substantially similar to those in this Agreement.
- Data protection and privacy terms consistent with Licensor's DPA and Privacy Policy.
- An acceptable use policy that incorporates Licensor's Acceptable Use Policy restrictions.
- The Licensor attribution disclosure required by Section III.C.
- A provision making Licensor a third-party beneficiary of the End Client Agreement's IP and AUP provisions.

VI.II Reseller's Responsibility for End Clients

Reseller is solely responsible for all End Client relationships, including: (i) onboarding, training, and ongoing customer success; (ii) first-line technical support (unless otherwise specified in Exhibit A); (iii) billing and collections; and (iv) ensuring End Client compliance with the End Client Agreement and Licensor's Acceptable Use Policy.

VI.III End Client AUP Violations

Reseller shall notify Licensor promptly upon becoming aware of any End Client's violation of the Acceptable Use Policy. Licensor reserves the right, upon notice to Reseller, to terminate or suspend any End Client's access to the Platform for material AUP violations. Licensor shall not be liable to Reseller or any End Client for any damages arising from a suspension or termination made in good faith pursuant to an AUP violation.

VI.IV End Client Data

End Client Data shall be treated as Confidential Information. Licensor shall process End Client Data only to provide the Platform Services in accordance with the DPA. Reseller shall ensure that its End Client Agreements contain appropriate data protection provisions and that End Clients have been informed of Licensor's role as a sub-processor.

Section VII. INTELLECTUAL PROPERTY

VII.I Licensor IP

Licensor retains all right, title, and interest in and to the Platform, all Licensor Marks, and all Licensor IP. Reseller acquires no ownership interest in any Licensor IP by virtue of this Agreement.

VII.II Reseller Brand

Reseller retains all right, title, and interest in and to the Reseller Brand. Reseller grants Licensor a limited, non-exclusive, royalty-free license to use the Reseller Brand solely to configure and deliver the Branded Platform and to reference the Reseller as a customer or partner (with Reseller's prior written consent).

VII.III No Trademark Confusion

Reseller shall not adopt, register, or use any trademark, service mark, or domain name that is confusingly similar to the Licensor Marks. Reseller shall not challenge, contest, or impair Licensor's ownership of or rights in the Licensor Marks.

VII.IV Improvements

Any improvements, enhancements, or modifications to the Platform suggested by Reseller or developed by Licensor in connection with this Agreement shall be owned exclusively by Licensor. Licensor is not obligated to implement any suggested improvement.

Section VIII. SUPPORT AND SERVICE LEVELS

VIII.I Licensor Support to Reseller

Licensor shall provide Reseller with technical support as specified in Exhibit A ("Reseller Support Tier"). Reseller Support is provided directly to Reseller's technical team, not to End Clients, unless Licensor and Reseller agree otherwise in writing.

VIII.II Reseller Support to End Clients

Reseller is the primary support contact for all End Clients. Reseller shall maintain a competent support function capable of handling common End Client inquiries. Reseller shall escalate only genuine platform-level technical issues to Licensor, in accordance with the escalation process set forth in Exhibit A.

VIII.III Platform Updates and Deprecations

Licensor shall provide Reseller with not less than sixty (60) days' prior written notice before: (i) deprecating any API endpoint or core feature relied upon by End Clients; or (ii) making any change to the Platform that would require Reseller to materially update the Branded Platform or End Client Agreements.

Section IX. TERM, RENEWAL, AND TERMINATION

IX.I Term

This Agreement commences on the Effective Date and continues for an initial term of [one (1) / two (2)] year(s) ("Initial Term"), unless earlier terminated. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods ("Renewal Terms") unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

IX.II Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party: (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice; (ii) becomes insolvent or subject to bankruptcy proceedings; or (iii) commits fraud or willful misconduct.

IX.III Termination for Non-Payment

Licensor may terminate this Agreement upon fifteen (15) days' written notice if Reseller fails to pay any undisputed amount when due and does not cure such failure within the notice period.

IX.IV Effect of Termination on End Clients

Upon termination or expiration of this Agreement for any reason:

- Reseller's right to offer new End Client subscriptions ceases immediately.
- Existing End Client subscriptions shall continue until their current subscription period expires, unless Licensor terminates this Agreement for Reseller's material breach, in which case Licensor may, at its option, offer End Clients direct subscriptions on Licensor's standard terms.
- Reseller shall promptly notify all End Clients of the termination and shall cooperate with Licensor in transitioning End Clients, if applicable.
- Reseller shall pay all outstanding amounts owed to Licensor within thirty (30) days of the termination date.

Section X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

X.I Reseller Representations

Reseller represents and warrants that: (i) it is duly organized and in good standing; (ii) it has the authority to enter into this Agreement; (iii) it will comply with all applicable laws in its marketing, sale, and support of the Branded Platform; (iv) it will not make any representations about the Branded Platform that are inconsistent with Licensor's published documentation; and (v) it will maintain a commercially appropriate level of technical expertise to support End Clients.

X.II Licensor Representations

Licensor represents and warrants that: (i) it has the right to grant the licenses in this Agreement; (ii) the Platform materially conforms to its documentation; and (iii) to Licensor's knowledge, the Platform does not infringe any third party's intellectual property rights.

Section XI. INDEMNIFICATION

XI.I Reseller Indemnification

Reseller shall indemnify, defend, and hold harmless Licensor from and against any Losses arising from: (i) Reseller's breach of this Agreement; (ii) Reseller's representations to End Clients that exceed or are inconsistent with Licensor's documentation; (iii) Reseller's violation of applicable law; (iv) any claim by an End Client arising from Reseller's conduct; or (v) Reseller's failure to include required disclosures in End Client Agreements.

XI.II Licensor Indemnification

Licensor shall indemnify, defend, and hold harmless Reseller from and against any Losses arising from: (i) a third-party claim that the Platform, as delivered by Licensor, infringes a third party's intellectual property rights; or (ii) Licensor's gross negligence or willful misconduct.

Section XII. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. LICENSOR'S TOTAL AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT SHALL NOT EXCEED THE WHOLESALE FEES PAID BY RESELLER TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. LICENSOR IS NOT LIABLE FOR ANY LOSSES RESELLER SUFFERS AS A RESULT OF END CLIENT NON-PAYMENT, TERMINATION, OR DISSATISFACTION.

Section XIII. CONFIDENTIALITY

The terms and conditions of this Agreement are confidential. Neither Party shall disclose the commercial terms of this Agreement to any third party without the other Party's prior written consent, except to legal or financial advisors under confidentiality obligations, or as required by law. The mutual confidentiality obligations of the MNDA between the Parties, if executed, are incorporated herein by reference and apply to all Confidential Information exchanged in connection with this Agreement.

Section XIV. GENERAL PROVISIONS

XIV.I Entire Agreement

This Agreement, together with all Exhibits, constitutes the entire agreement between the Parties with respect to the white-label and reseller rights described herein.

XIV.II Governing Law

This Agreement is governed by the laws of the State of New Jersey. Disputes shall be resolved pursuant to the dispute resolution procedures in the Parties' MSA, if applicable, or through binding arbitration under AAA Commercial Arbitration Rules in New Jersey.

XIV.III Amendment and Waiver

No amendment, modification, or waiver is effective unless in writing and signed by both Parties.

XIV.IV Independent Contractors

The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship. Reseller has no authority to bind Licensor in any manner.

XIV.V Assignment

Reseller may not assign this Agreement without Licensor's prior written consent. Licensor may assign this Agreement in connection with a merger, acquisition, or asset sale.

XIV.VI Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. Electronic signatures are valid and binding.

<p>LICENSOR Scantra.ai DBA Scantra A program of Violet Organization Signature: Printed Name: Title: Date: Email: _____</p>	<p>RESELLER [Client Legal Name] Signature: Printed Name: Title: Date: Email: _____</p>
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EXHIBIT A — Commercial Terms: Wholesale Fees, Minimum Resale Prices, Reseller Territory, Seat Tiers, Support Level, Billing Schedule

EXHIBIT B — Minimum Required End Client Agreement Terms

EXHIBIT C — White-Label Customization Specifications and Technical Requirements

EXHIBIT D — Escalation and Support Procedures

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