

Reseller Terms & Conditions

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ILLUMIO, INC.

RESELLER AGREEMENT

THIS RESELLER AGREEMENT, INCLUDING ALL EXHIBITS, SCHEDULES AND ORDER FORMS (THE "**RESELLER AGREEMENT**"), IS MADE BY AND BETWEEN ILLUMIO, INC., A DELAWARE CORPORATION ("**ILLUMIO**"), AND THE RESELLER AUTHORIZED BY ILLUMIO AS INDICATED ON THE ORDER FORM ("**RESELLER**"), AND SHALL BE EFFECTIVE AS OF THE DATE OF THE MOST RECENT ORDER FORM OF RESELLER ACCEPTED BY ILLUMIO (THE "**EFFECTIVE DATE**"). THIS RESELLER AGREEMENT SHALL APPLY TO ALL ORDER FORMS SUBMITTED BY RESELLER TO THE EXTENT ACCEPTED BY ILLUMIO, UNLESS RESELLER AND ILLUMIO HAVE AGREED IN WRITING TO DIFFERENT TERMS AND CONDITIONS. THE RESELLER ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS OF THIS RESELLER AGREEMENT BY SUBMITTING AN ORDER FORM UPON ACCEPTANCE BY ILLUMIO.

THIS RESELLER AGREEMENT IS A SEPARATE AGREEMENT FROM THE AGREEMENT THAT ILLUMIO HAS WITH ITS END CUSTOMERS AT WWW.ILLUMIO.COM/EULA (AS MAY BE MODIFIED BY ILLUMIO FROM TIME TO TIME, THE "**CUSTOMER AGREEMENT**"). THE PROVISIONS OF THE CUSTOMER AGREEMENT SHALL BE INCORPORATED BY REFERENCE INTO THIS RESELLER AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS RESELLER AGREEMENT, ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE CUSTOMER AGREEMENT. IF YOU ARE ENTERING INTO THIS RESELLER AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS RESELLER AGREEMENT, IN WHICH CASE THE TERMS "**RESELLER**," "**YOU**" OR "**YOUR**" WILL REFER TO SUCH ENTITY. RESELLER REPRESENTS THAT THE RESELLER HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS RESELLER AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License. Subject to the terms and conditions hereof, Illumio hereby grants Reseller a non-exclusive, nontransferable, non-sublicensable right and license solely to promote, market and sell the Services and/or the Software (the “**Products**”) listed on Order Forms to Reseller’s end user customers (each, a “**Reseller Customer**”). Reseller shall use good faith reasonable efforts to promote, market, and distribute the Products to Reseller Customers, and otherwise conduct business in a manner that reflects favorably on Illumio. Reseller shall not make any false or misleading statement or any representation, warranty or guarantee to any person concerning or related to Illumio or the Products; and shall resell the Products solely in accordance with the Reseller Agreement and the Customer Agreement.
2. Restrictions. Reseller will not, and will not permit any Reseller Customer to: (a) use the Products in any manner or for any purposes not authorized or in violation of applicable law or third party rights; (b) interfere with or disrupt the Products or attempt to gain access to any systems or networks that connect thereto; (c) reproduce, copy, modify or distribute any portion of the Products; (d) rent, lease or provide access to the Products on a time-share or service bureau basis; (e) reverse engineer and/or otherwise access any source code in the Products; or (f) sublicense, assign or otherwise transfer any rights hereunder. Reseller shall promptly notify Illumio of any violation of the Customer Agreement by any Reseller Customer. Illumio may suspend or terminate access to any Products upon any breach or reasonably suspected breach of the Customer Agreement by any Reseller Customer, and Reseller shall be directly liable for any such breach.
3. Order Forms. Each Order Form shall be signed by Reseller and submitted to Illumio, subject to Illumio’s final acceptance by Illumio’s countersignature or other written confirmation of acceptance; each Order Form shall become effective only upon final acceptance by Illumio. If any Reseller Customer requires a purchase order to be issued prior to its payment of any invoiced fees, Reseller will provide Illumio with such Reseller Customer purchase order upon execution of each applicable Order Form, provided that no terms or conditions in any purchase order shall be incorporated into, amend or otherwise modify any provisions of the Reseller Agreement.
4. Fees; Payment. The Reseller shall pay the Product fees as specified on the applicable Order Form. The fees set forth in each Order Form shall be fixed during the term of such Order Form, and will be invoiced upon Illumio’s final acceptance of such Order Form. Reseller will pay all invoices within 30 days from Illumio’s invoice date, and payment shall be required regardless of any payment due to Reseller from any Reseller Customer. Prices for Products are specified in the applicable Order Form at the time of final acceptance by Illumio. All prices in any Order Form are in United States Dollars, and are subject to change at any time in Illumio’s sole discretion (such changes to be applied prospectively). If Illumio has not received payment by the due date, interest will accrue on past due amounts at the rate of one and one half percent (1.5% per month, but in no

event shall such rate be greater than the highest rate of interest allowed by California law, calculated from the date such amount was due until the date that payment is received by Illumio. Reseller will reimburse Illumio for the reasonable costs of collection, including reasonable fees and expenses of attorneys. In addition to any payments due under the Reseller Agreement, the Reseller shall pay, and shall indemnify and hold Illumio harmless from and against, any sales, use, excise, import or export, value-added or similar tax or duty, and any other tax not based on Illumio's net income, including any penalties and interest, due to any payment to be made by Reseller pursuant to the Reseller Agreement, and any costs associated with the collection or withholding of any of the foregoing. When applicable, such taxes, duties or fees, as applicable, shall appear as separate items on each Order Form. In addition, Reseller will provide a resale certificate or other certificate, document, or other evidence of exemption for payment or withholding of such taxes, duties or fees, as applicable, as requested by Illumio in order to exempt the distribution or licensing of the Products from any such taxes, duties or fees, as applicable. In the event that Reseller fails to provide evidence of its exemption for payment of any such taxes, duties or fees, as applicable, for the purchase of the Products, Illumio may require that Reseller pay the applicable taxes, duties or fees for such purchase.

5. Training. Illumio will provide Reseller with promotional, technical and other related materials concerning the Products. Unless otherwise agreed upon in writing, additional training and support to Reseller shall be paid by Reseller based on Illumio's then-current rates.
6. Technical Support. Illumio shall provide support with respect to the Products to all Reseller Customers in accordance with the Service support online at www.illumio.com/support, as updated from time to time, and incorporated by reference into the Reseller Agreement.
7. Term; Termination. The Reseller Agreement commences on the Effective Date and continues until all Order Forms subject to this Reseller Agreement have expired or terminated, unless this Reseller Agreement is earlier terminated in accordance with this Section. A party may terminate this Reseller Agreement for cause: (a) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Upon any termination by Reseller pursuant to clause (a) or (b) above, Illumio shall refund any prepaid fees covering the remainder of the subscription term after the effective date of such termination, provided that such termination shall not relieve Reseller of the obligation to pay any fees covering the portion of the subscription term before the effective date of such termination.

8. Confidentiality. Any information provided by one party to the other party and designated as confidential or proprietary, including the pricing of the Products set forth in the Order Form, shall be deemed “**Confidential Information**” of the disclosing party. Confidential Information shall not be disclosed by the receiving party to anyone except an employee or agent who has a need to know same, and who is bound by confidentiality obligations at least as restrictive as those set forth in this Reseller Agreement. Neither party will use any Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement. Notwithstanding anything contained herein to the contrary, the term “**Confidential Information**” shall not include information which: (a) was previously known to the receiving party without restriction as to use or disclosure; (b) was or becomes generally available to the public through no fault of the receiving party; (c) is rightfully in receiving party’s possession free of any obligation of confidence, at or after, the time it was communicated to receiving party by the disclosing party; (d) was developed by employees or agents of receiving party independent of and without reference to any Confidential Information of disclosing party; or (e) was communicated by disclosing party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Reseller Agreement; *provided, however*, that both parties will stipulate to any orders necessary to protect said information from public disclosure. Upon written request by either party, each party shall, return or destroy all Confidential Information of the other party in its possession.

9. Warranty Disclaimer. THE PRODUCTS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. ILLUMIO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ILLUMIO OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS RESELLER AGREEMENT. ILLUMIO DISCLAIMS ANY WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. RESELLER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED OR LACK THEREOF FROM THE USE OF THE PRODUCTS AND ANY CONCLUSIONS DRAWN THEREFROM. ILLUMIO WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES CAUSED BY ERRORS OR OMISSIONS IN ANY CUSTOMER DATA OR OTHER CUSTOMER MATERIALS PROVIDED TO THE COMPANY BY THE RESELLER OR THE RESELLER CUSTOMER OR ANY RESULTS PRODUCED BY THE PRODUCTS BASED UPON ANY CUSTOMER DATA OR CUSTOMER MATERIALS.

10. Limitations of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTION 9 OR SECTION 13 HEREOF: (A) IN NO EVENT

WILL A PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS RESELLER AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ILLUMIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; AND (B) THE TOTAL AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY ARISING UNDER THIS RESELLER AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE AMOUNTS PAID TO ILLUMIO BY THE APPLICABLE RESELLER CUSTOMER IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO ANY LIABILITY. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT ILLUMIO HAS SET ITS FEES AND ENTERED INTO THIS RESELLER AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN THE ILLUMIO AND RESELLER AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Representations. Each party warrants that it has full power and authority to enter into and perform this Reseller Agreement. Reseller represents and warrants that: (a) it will perform its obligations under this Reseller Agreement in a professional and workmanlike manner, and in accordance with industry standards; (b) the performance of its obligations under this Reseller Agreement will comply with all applicable federal, state or local laws, rules, regulations, executive orders and other orders; (c) it has full power and authority to enter into this Reseller Agreement and that the person signing this Reseller Agreement on its behalf is duly authorized to do so; (d) the performance of its obligations under this Reseller Agreement will not violate any agreements between Reseller and third parties; and (e) it shall comply fully with all relevant U.S and foreign export laws and regulations to ensure the Products are not exported or re-exported, directly or indirectly, in violation of such laws or used for any purposes prohibited by such laws.
12. Indemnity. Reseller will defend (or settle), indemnify and hold Illumio, its officers, directors and employees, harmless from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim related to or arising from: (a) use of the Products by Reseller or any Reseller Customer inconsistent with the Reseller Agreement, the Customer Agreement or applicable law; (b) negligence, misrepresentation or error or omission on the part of Reseller; and (c) any claims, warranties or representations made by Reseller inconsistent with the Reseller Agreement. If any action is brought against Illumio in respect to any allegation for which indemnity may be sought from Reseller, Illumio will promptly notify Reseller of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to Reseller at Illumio's expense in connection with the defense or settlement of any

such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. Reseller will have sole and exclusive control over the defense and settlement of any such third party claim, *provided* that Reseller will not acquiesce to any judgment or enter into any settlement that adversely affects Illumio's rights or interests without the prior written consent of Illumio.

13. General. Any terms of this Reseller Agreement which by their nature are intended to extend beyond this Reseller Agreement's expiration or termination will remain in effect until fulfilled. This Reseller Agreement will be governed by and construed in accordance with the laws of the State of California, excluding conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Reseller Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The failure by either party to enforce any provision of this Reseller Agreement will not constitute a waiver of future enforcement of that or any other provision. Illumio reserves the right to modify the terms of this Reseller Agreement, in its sole discretion. At a minimum, Illumio will communicate any modification to Reseller by posting updates on the Illumio website. Continued participation as a Reseller after such modification will constitute acceptance to the modified terms and conditions. All notices, including notices of address change, required to be sent hereunder will be in writing and will be sent to the addresses set forth in the Order Form or delivered in person. The notices will be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; or (c) three days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax. If any provision of this Reseller Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, failure of the Internet, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages; and upon the occurrence of any such event, the non-performing party will be excused from any further performance of its obligations effected by such event for so long as such event continues. Nothing in this Reseller Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. The Reseller Agreement shall not be assigned or otherwise transferred by any party, in whole or in part, without the express prior written consent of the other party; *provided, however*, that either party shall be permitted to assign or otherwise transfer the Reseller Agreement, in whole or in part, without such prior written

consent upon the consummation of any merger or other business combination or transaction that results in any person, directly or indirectly, acquiring beneficial ownership of more than 50% of such party's then outstanding shares of voting capital stock, or the sale of all or substantially all of the assets of such party to a person in one transaction or in a series of related transactions. Any attempt by a party to so assign or otherwise transfer the Reseller Agreement without the prior written consent of the other party shall be null and void. Subject to the foregoing, the Reseller Agreement shall be binding upon, and inure to the benefit of, each party hereto and the respective successors and assigns of each. This Reseller Agreement, the Customer Agreement, together with the Order Forms and the other agreements incorporated herein, together constitute the complete and exclusive agreement between the parties concerning the subject matter thereof, and shall supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter thereof. In the case of any conflict or inconsistency between the Reseller Agreement and any specific Order Form made pursuant to the Reseller Agreement, the terms of the specific Order Form shall control. This Reseller Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party; only the parties to this Reseller Agreement may enforce it.