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Illumio Inc.

Partner Master Agreement

THE VERSION OF THIS PARTNER MASTER AGREEMENT in effect as of the Effective Date (defined below) (together with all exhibits, schedules, statements of work and Order Forms (defined below) incorporated herein, the "**Agreement**") is made by and between the applicable partner company indicated on the Order Form and its affiliates ("**Partner**") and Illumio, Inc., a Delaware corporation and its affiliates ("**Company**") as of the date of the initial Order Form between Partner and Company (the "**Effective Date**"), subject to Company's final acceptance by its countersignature. By executing an Order Form that references this Agreement, Partner and Company agree to the terms of the Agreement, unless Partner and Company have agreed in writing to different terms and conditions. The Order Form signatories represent that they have read and understood this Partner Master Agreement and that they are authorized to bind their respective companies by their signatures.

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

1. **Partnership**. Company hereby grants to Partner the limited, non-exclusive, non-transferable, revocable right and license to promote, market and distribute the Services to end customers purchasing Company's Services (each, a "**Customer**"), where "**Services**" shall mean the software, services, support, and/or other products or services set forth on Company's quote to Partner.

2. **Payment; Taxes**. If Partner purchases the Services directly from Company for resale to the Customer, Partner shall issue a purchase order (the "**Purchase Order**") to Company. Partner's price for the Services is set forth on the quote Partner receives from Company, which will serve as the basis for a mutually executed order form (the "**Order Form**") and the Purchase Order. Partner shall pay all undisputed amounts for any Purchase Orders in U.S. currency by check or wire transfer net 30 days after the date of Company's invoice. If Partner instead purchases the Services from an authorized distributor of Company for resale to Customer, then pricing and payment terms between such authorized distributor and Partner shall be as set forth in the agreement between them. Partner shall have the right, in its sole discretion, to determine the prices for Services sold by Partner to Customer. In addition to any tax provisions in the applicable agreement between Company and Customer, and to the extent required by law: (a) Company (or its regional affiliate) shall issue a valid tax invoice in its own name to Partner and collect any applicable sales or value added taxes resulting from the sales of applicable certified apps or qualifying partner apps and remit those taxes to the tax authorities; and (b) Partner shall be treated as making corresponding supplies to Company (or its regional affiliate) for VAT, GST

or other applicable sales tax purposes only. Company (or its regional affiliate) shall account for the applicable amount of VAT, GST or other applicable sales tax in respect of such deemed supplies. The parties agree that Company (or its regional affiliate) is entitled to prepare self-billed VAT, GST or other applicable sales tax invoices on behalf of Partner in respect to its deemed supplies to Company (or its regional affiliate), and Partner will not raise any tax invoices without the prior consent of Company.

3. **Security & Compliance**. Partner will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Company Confidential Information, Customer Confidential Information and, as applicable, Customer Data (the "**Security Program**"). The Security Program will include physical, technical and administrative measures designed to protect Company Confidential Information, Customer Confidential Information and, as applicable, Customer Data, from unauthorized access, acquisition, use, disclosure, or destruction. Except as otherwise provided in any order form, statement of work, and/or addendum hereto, Company will not provide technical support and maintenance for the Services to the Partner or the Customer. Company and Partner shall comply with all applicable laws and regulations in performing its obligations under this Agreement, including without limitation all applicable export or re-export laws, anti-bribery laws such as the U.S. Foreign Corrupt Practices Act, the U.S. Federal Anti-Kickback Statute and similar laws in applicable jurisdictions. Partner agrees to complete a compliance certification from time to time at Company's request to represent that is has complied with the foregoing. Company's applicable end user agreement, licenses and end user documentation shall apply to the sale and use of the Services. Partner will ensure that Partner and its employees (as applicable) comply with the terms and conditions of this Agreement. Company may suspend or terminate any user's access to the Services upon notice to Partner and the user in the event that Company determines that such user has violated the terms and conditions of this Agreement. Partner will be liable for any violation of the terms and conditions of this Agreement by Partner and/or any of its employees.

4. **Liability Limitations**. Except in connection with each party's obligations as provided in Section 7, neither Company nor Partner, nor their respective affiliates, shall be liable for any indirect, incidental, consequential, or special damages (including lost profits) sustained or incurred in connection with this Agreement and/or the resale of the Services, regardless of the form of action and whether such damages are foreseeable or known in advance to be possible. Except in connection with each party's obligations as provided in Section 7, the liability of the parties in connection with this Agreement shall not exceed the amounts paid to Company by Partner under this Agreement during the twelve (12) month period immediately preceding the date a party notifies the other of the claim. This limitation applies to all causes of action, including without limitation any action for breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

5. **Indemnity**. Company will indemnify, protect, defend and hold harmless Partner from and against any and all costs, liabilities, claims, damages, lawsuits, actions, and expenses (including without limitation attorneys' fees) incurred by Partner in connection with any claim that the Services infringe upon or otherwise violate a patent, copyright, trademark, trade secret, or other intellectual property right of a third party. The foregoing does not apply to any action or losses arising out of or relating to any modification of the Services other than by or on behalf of Company, or failure to timely implement any modifications, upgrades, replacements or enhancements made available to Partner by or on behalf of Company.

6. **Termination**. Each party may terminate this Agreement: (a) if the other party breaches this Agreement and fails to cure the breach within ten (10) business days after receiving written notice of such breach; or (b) for convenience by providing ten (10) business days prior written notice to the other party. The termination of this Agreement shall not discharge or relieve each party from any obligation which accrued prior to termination.

7. **Confidential Information**. A party ("**Receiving Party**") may, during the course of this Agreement, acquire information or knowledge of the other party ("**Disclosing Party**") that such Disclosing Party designates in writing is confidential or that a reasonable person would understand to be confidential ("**Confidential Information**"). The Receiving Party will, during the term of this Agreement and for three (3) years thereafter, treat the Disclosing Party's Confidential Information as confidential and will not disclose any such Confidential Information to any third party nor use such Confidential Information other than in connection with this Agreement. "**Confidential Information**" shall not include information that the Receiving Party can document was independently developed by the Receiving Party, is or becomes publicly available without breach of this Agreement, is known prior to disclosure by the Receiving Party, or is acquired by the Receiving Party from a third party free of disclosure obligations. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information if required by applicable law, rule or court order, *provided* that the Receiving Party gives the Disclosing Party prompt notice thereof and cooperates, at the Disclosing Party's expense, in any attempt to obtain a protective order or other confidential treatment of such disclosure.

8. **Miscellaneous**. Neither party may assign or transfer this Agreement or their rights or duties hereunder, in whole or in part, by operation of law or otherwise, without the other party's prior written consent. Company and Partner are independent contractors and not joint venturers, partners, employees or agents of the other. If any term of this Agreement is held invalid or unenforceable for any reason, the remaining terms of this Agreement shall continue in full force and effect and a substitute term will be added which most closely approximates the intent of the invalid term. Any delay, omission, or failure to exercise any right or remedy under this Agreement shall not constitute a waiver. All notices shall be in writing and delivered to the other party by email (delivery effective upon confirmation), by first class mail, postage prepaid, or by nationally-recognized overnight courier, if an address for notices has been provided by the party receiving notice. If Partner is headquarted or incorporated in the U.S., the Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law; and any legal action or proceeding arising under the 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. If Partner is not headquarted or incorporated in the U.S., the Agreement will be governed by and construed in accordance with the laws of England and Wales excluding that body of laws known as conflicts of law; and any legal action or proceeding arising under the Agreement will be brought exclusively in the courts located in London, England and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. This Agreement is the complete agreement between the parties related to the subject matter hereof. This Agreement may not be modified except in a writing executed by the parties. Any sections of this Agreement intended to survive termination or expiration of this Agreement will so survive. The relationship between Partner and Company is not exclusive.