

THIS CHANNEL PARTNER AGREEMENT (the "**Channel Partner Agreement**") is made by and between Illumio, Inc., a Delaware corporation (including its subsidiaries, "**Illumio**"), and the undersigned party named below (the "**Channel Partner**") effective as of the effective date specified below (the "**Effective Date**"). Except as otherwise expressly set forth in this Channel Partner Agreement, all capitalized terms used but not defined herein shall have the meanings ascribed thereto in Illumio's online Master Subscription Agreement available at www.illumio.com/eula, as updated from time to time, and incorporated in this Channel Partner Agreement by reference (the "**Service Terms**," and, together with this Channel Partner Agreement, the "**Agreement**").

1. **License.** Subject to the terms and conditions hereof, Illumio hereby grants Channel Partner a non-exclusive, nontransferable, non-sublicensable right and license solely to promote, market and sell the services (the "**Services**") listed on order forms, substantially in the form on **Exhibit A** attached hereto (each, an "**Order Form**"), to end user customers (each, a "**Customer**"). Channel Partner shall use good faith reasonable efforts to promote, market, and sell the Services to Customers, and otherwise conduct business in a manner that reflects favorably on Illumio and the Services. Channel Partner shall not make any false or misleading statement or any representation, warranty or guarantee to any person concerning or related to Illumio or the Services; and shall resell the Services solely in accordance with the Service Terms.

2. **Restrictions.** Channel Partner will not, and will not permit any Customer to: (a) use the Services 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 Services or attempt to gain access to any systems or networks that connect thereto; (c) reproduce, copy, modify or distribute any portion of the Services; (d) rent, lease or provide access to the Services on a time-share or service bureau basis; (e) reverse engineer and/or otherwise access any source code in the Services; or (f) sublicense, assign or otherwise transfer any rights hereunder. Channel Partner shall promptly notify Illumio of any violation of the Agreement by any Customer. Illumio may suspend or terminate access to any Services upon any breach or reasonably suspected breach of the Agreement by Channel Partner or any Customer, and Channel Partner shall be directly liable for any such breach.

3. **Order Forms.** Each Order Form shall be signed by Channel Partner and submitted to Illumio, subject to Illumio's final acceptance by Illumio's countersignature; each Order Form shall become effective only upon final acceptance by Illumio. If any Customer requires a purchase order to be issued prior to its payment of any invoiced fees, Channel Partner will provide Illumio with such 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 Agreement.

4. **Service Fees; Payment.** If Channel Partner is a reseller (each, a "**Reseller**"), the Channel Partner shall pay the Services fees as specified on the applicable Order Form. The Service 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. If Channel Partner is a Reseller, Channel Partner will pay all invoices within 30 days from Illumio's invoice date. Prices for Services 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. Channel Partner will reimburse Illumio for the reasonable costs of collection, including reasonable fees and expenses of attorneys. In addition to any payments due under the Agreement, if Channel Partner is a Reseller, the Channel Partner 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 Channel Partner pursuant to the 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, if Channel Partner is a Reseller, Channel Partner 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 Services from any such taxes, duties or fees, as applicable. In the event that Channel Partner is a Reseller and fails to provide evidence of its exemption for payment of any such taxes, duties or fees, as applicable, for the purchase of the Services, Illumio may require that Channel Partner pay the applicable taxes, duties or fees for such purchase.

5. **Training.** If Channel Partner is a Reseller, Illumio will provide Channel Partner with promotional, technical and other related materials concerning the Services. Unless otherwise agreed upon in writing, additional training and support shall be paid by Channel Partner based on Illumio's then-current rates.

6. **Technical Support.** Except as otherwise indicated on Exhibit B attached hereto, if Channel Partner is a Reseller, Channel Partner shall provide first level support with respect to the Services to all Channel Partner Customers; and such support shall be on terms at least as favorable as the terms under which Channel Partner provides support to Customers for any comparable Channel Partner service. Illumio shall provide second level electronic support with respect to the Services to Customers in accordance with the Service support online at www.illumio.com/support, as updated from time to time, and incorporated in this Channel Partner Agreement by reference.

7. **Term; Termination.** The Agreement shall commence on the Effective Date and continue in effect for a period of twelve months (the "**Initial Term**"); and, unless terminated earlier as provided in this Agreement, the Initial Term shall be extended automatically for each successive year thereafter (each, an "**Additional Term**," and, together with the Initial Term, the "**Term**"). Either party may terminate this Agreement: (a) after the Initial Term upon written notice to the other not later than 90 days prior to the expiration of such Term; and (b) during the Term promptly upon any material breach of the Agreement by a party. Upon termination of the Agreement, the Channel Partner shall not be entitled to any refund, and shall remain responsible for payment of all amounts incurred for Services through the effective date of termination.

8. **Confidentiality.** Any information provided by one party to the other party and designated as confidential or proprietary, including the pricing of the Services 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 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 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.** Illumio warrants the Services only to Customers, and solely as specifically provided in the Service Terms. No warranty is extended to Channel Partner or any other third parties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, ILLUMIO MAKES NO OTHER WARRANTIES RELATING TO THE SERVICES, EXPRESS, STATUTORY OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF

NONINFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. Representations. Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement. Channel Partner represents and warrants that it will not alter the terms of the Agreement in any manner; it will perform its obligations under this Agreement in a professional and workmanlike manner, and in accordance with industry standards; performance of its obligations under this Agreement will comply with all applicable federal, state or local laws, rules, regulations, executive orders and other orders; it has full power and authority to enter into this Agreement and that the person signing this Agreement on its behalf is duly authorized to do so; and the performance of its obligations under this Agreement will not violate any agreements between Channel Partner and third parties; and shall comply fully with all relevant U.S. and foreign export laws and regulations to ensure the Services are not exported or re-exported, directly or indirectly, in violation of such laws or used for any purposes prohibited by such laws.

11. Indemnity. Channel Partner 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 Services by Channel Partner or any Customer in a manner (i) not in conformity with the Service Terms or (ii) in violation of the Agreement or applicable law; (b) negligence, misrepresentation or error or omission on the part of Channel Partner; and (c) any claims, warranties or representations made by Channel Partner inconsistent with the Agreement. If any action is brought against Illumio in respect to any allegation for which indemnity may be sought from Channel Partner, Illumio will promptly notify Channel Partner of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to Channel Partner 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. Channel Partner will have sole and exclusive control over the defense and settlement of any such third party claim, *provided* that Channel Partner 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.

12. Liability Limitations. Except for liability arising from the obligations under Section 8 or Section 11 hereof: (a) in no event will either 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 or services arising out of or in connection with this Agreement or the use, operation or performance of the Services, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not such party has been advised of the possibility of such loss or damage; and (b) in no event will either party's aggregate liability to the other and any third party in connection with this Agreement exceed the amounts paid to Illumio by Channel Partner in the twelve month period preceding the claim or action giving rise to any liability, regardless of the form or theory of the claim or action.

13. Tier Assignment. The Channel Partner acknowledges and accepts the tier designation in Exhibit B hereto and the additional corresponding tier-specific terms and conditions set forth in Exhibit B attached hereto.

14. General. Any terms of this Agreement which by their nature are intended to extend beyond this Agreement's expiration or termination will remain in effect until fulfilled. This 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 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 Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. 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 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 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 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 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 Agreement without the prior written consent of the other party shall be null and void. Subject to the foregoing, the Agreement shall be binding upon, and inure to the benefit of, each party hereto and the respective successors and assigns of each. This Agreement together with the exhibits hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. In the case of any conflict or inconsistency between the Agreement and any specific Order Form made pursuant to the Agreement, the terms of the specific Order Form shall control. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. This 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 Agreement may enforce it. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Channel Partner Agreement to be signed as of the Effective Date.

ILLUMIO, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Effective Date:



EXHIBIT A

ORDER FORM



160 San Gabriel Drive
Sunnyvale, CA
94086
US
Phone: (650) 800-5600
Web: www.illumio.com

Company:
Quote #:
Current Date:
Expires On:
Terms:

Ship To

Bill To

Product License Subscriptions

Product	Description	Qty	Months	Unit Price	Disc (%)	Net Unit Price	Extended
IL-ASP-BASE	Ilumio Adaptive Security Platform Base License Subscription, one license per OS instance. Includes IlumioScan, Enforcement, and SecureConnect functionality.						
IL-DEP-OLD-S	Ilumio Secure Cloud						
IL-SPT-ENT	Professional Support - 7x24 Availability, Phone, Email and Web, 1 hour remote response. All Maintenance Releases and Software Updates. - % of Product License Subscription List Price						
Product License Subscriptions TOTAL:							

Training and Professional Services

Product	Description	Qty	Unit Price	Disc (%)	Net Unit Price	Extended
IL-PS-INST-A	Onsite Install PCE Appliance - Install for the Ilumio Adaptive Security Platform at one main site (excludes T&E)					
Training and Professional Services TOTAL:						

List Price:
Discount:
Discounted Total:

This Order Form is delivered in accordance with and subject to the provisions of the Reseller Agreement by and between illumio, Inc. and the undersigned (the "Agreement"). In the case of any conflict or inconsistency between any terms in the Agreement and this Order Form, the terms of this Order Form shall govern and control. All monetary denominations shall be in United States dollars. All invoices are due within 30 days from illumio's invoice date, F.O.B. shipping point. The undersigned understands and agrees to this Order Form and the Agreement.

([]) If purchase order required please check box. Leave check box (unchecked) if purchase order not required.

Ilumio - Strictly Confidential

Customer Signature: _____ illumio Signature: _____
Name (Print): _____ Name (Print): _____
Date: ____/____/____ Date: ____/____/____

EXHIBIT B

CHANNEL PROGRAM

Tier:	Authorized (Reseller)		
Discount:	Base Discount	Deal Registration	Sales SE Certification
	5%	0%	0%
Annual Booking:	None		
Education:	Sales Certification: 0, Sales Engineer: 0, Technical Certification: 0		
Technical Support:	N/A		
Program Materials:	Additional information regarding Illumio's channel partner program is available online on Illumio's channel partner online portal at www.illumio.com (the "Program Materials"). The Program Materials are incorporated in this Channel Partner Agreement by reference and are subject to change at any time in the sole discretion of Illumio.		
Other Terms:	N/A		