

MASTER RESELLER AGREEMENT

This Master Reseller Agreement (this "Master Reseller Agreement") is effective on the Effective Date for this Master Reseller Agreement and is entered into by and between Appgate Cybersecurity, Inc., a Delaware corporation ("Appgate"), and Reseller. Reseller, together with Appgate, the "Parties", and each, a "Party". Capitalized terms used herein without definition have the meanings assigned to them on [Exhibit A](#) of this Master Reseller Agreement. This Master Reseller Agreement is part of an online contract (defined herein as the Agreement) comprised of this Master Reseller Agreement, one or more Order Forms and such other documents listed herein as comprising the Agreement. The components of the Agreement will work together as described in the table at <https://www.appgate.com/legal/reseller-terms>, as such table may be modified from time to time.

1. **Non-Exclusive Reseller Appointment.** Subject to the terms and conditions of the Agreement, Appgate hereby grants Reseller a personal, non-exclusive, non-transferable (except as explicitly set forth in this Master Reseller Agreement), non-sublicensable right to resell the Products and Services to End Users located in the Territory. Nothing in the Agreement shall prohibit or otherwise restrict Appgate from selling, reselling, distributing or licensing the Products or Services, inside or outside the Territory, directly, indirectly or through third parties or other means.

2. **Purchase and Sale of Products and Services.** Reseller shall order Products and Services hereunder for each End User by executing Order Form(s) with Appgate. In the event that Reseller delivers a purchase order to Appgate in connection with an Order Form, then notwithstanding anything to the contrary contained in such purchase order, any terms or conditions contained on or referenced in the purchase order are specifically rejected by Appgate and shall have no force or effect. Appgate, or an Affiliate thereof, may enter into Order Forms with Reseller, or an Affiliate thereof. In the event an Affiliate of Appgate or Reseller, as applicable, enters into an Order Form, such Order Form shall be governed by this Master Reseller Agreement as if such Affiliate of Appgate or Reseller, as applicable, were a party hereto in lieu of Appgate or Reseller, as applicable. The initial term of a Product or Service shall commence on the date the term of the applicable Product or Service is deemed to commence (as determined in accordance with the applicable Appgate Terms with respect thereto) and continue for the period set forth in the Order Form. Except as set forth in the applicable Order Form, the term of each Product or Service set forth therein shall, upon conclusion of such initial term or a renewal term, as applicable, automatically renew in accordance with the autorenewal provisions that apply to the End User (as determined in accordance with the applicable Appgate Terms with respect thereto).

3. **Fees; Payment; Taxes and Duties.**

(a) **Fees; Payment.** Reseller shall pay all fees specified in Order Forms and any other fees payable under this Master Reseller Agreement. Fees for a Product or Service will begin to accrue on the date the term of the applicable Product or Service commences. Reseller is responsible for reimbursing Appgate for all pre-approved reasonable, documented, out-of-pocket expenses incurred by Appgate in performing any professional services. Unless otherwise agreed to in an Order Form, Appgate shall invoice Reseller for the fees in accordance with Appgate's standard invoicing practices (for example, manner of sending invoices, information on invoices, format of invoices). Appgate may invoice fees at the times and intervals (e.g., in advance, in arrears, monthly, yearly) in accordance with the applicable Appgate Terms. Unless otherwise set forth in an Order Form, all fees are quoted and payable in United States dollars. For convenience, a single Appgate entity may invoice Reseller for Appgate Affiliate provided Products and Services. Invoiced amounts are due in full within thirty (30) days of the date of delivery of the invoice to Reseller ("Due Date"). To dispute a charge on an invoice, Reseller must submit a written notice to Appgate identifying the specific charge in dispute and providing reasonable supporting documentation by the Due

Date; any amount not disputed by Reseller by such date shall be deemed correct and binding upon Reseller and Reseller unconditionally and irrevocably waives any right to dispute any billed amount after such date. Reseller may withhold payment of any amount disputed in good faith in accordance with this Section 3(a), but shall remain obligated to make timely payment of all other charges ("Undisputed Charges") by the Due Date. In the event Reseller disputes an amount in accordance with this Section 3(a), the Parties will work in good faith to resolve the dispute. If the Parties mutually determine that a disputed charge is in error, Appgate will reverse the amount incorrectly billed or, if Reseller has already paid such disputed charge to Appgate, issue a credit to Reseller. If the parties mutually determine that a disputed charge was billed correctly ("Resolved Charge"), Reseller's payment will be due no later than ten (10) days after such mutual determination (the "Resolved Charge Due Date"). Any Undisputed Charge not paid by the Due Date or Resolved Charge not paid by the Resolved Charge Due Date is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In the event Reseller does not pay an Undisputed Charge by the Due Date or Resolved Charge by the Resolved Charge Due Date, Reseller shall be liable for the payment of all fees and expenses, including reasonable attorneys' fees, incurred by Appgate in collecting, or attempting to collect, any such amount. Reseller's payments to Appgate must be made by wire transfer, ACH, check or any other Appgate-approved payment method. Appgate's acceptance of late or partial payment (even those marked, "paid in full") and late payment charges is not a waiver of its right to collect the full amount due. Except as otherwise expressly specified herein or in an Order Form, (1) Order Forms and Reseller's related payment obligations are non-cancelable, non-contingent and non-refundable, and (2) if a Product or Service is terminated prior to the end of its term, Reseller shall, within thirty (30) days of such termination, be obligated to pay all of the unpaid charges and fees (both relating to periods of time prior to and after the termination date) with respect to such Product or Service that would have been payable by Reseller to Appgate had such Product or Service not been terminated early. Without limiting the generality of the foregoing, fees shall be due under the Agreement regardless of whether Reseller is paid by the applicable End User. Reseller may set the prices that it charges End Users in its sole discretion.

(b) **Taxes and Duties.** All fees stated are exclusive of Tax. Reseller is responsible for all taxes, duties, fees and other governmental charges of any kind (other than taxes based on the net income of Appgate) imposed by any governmental entity on the provision, sale, use or resale of the Products or Services or required by any governmental entity to be assessed on Reseller or an End User in connection therewith (collectively, "Taxes"). All payments due to Appgate shall be made without any deduction or withholding on account of any Tax, duty, charge or penalty, except as required by applicable law, in which case the sum payable by Reseller in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding,

Appgate receives and retains (free from any liability in respect thereof, other than with respect to taxes based on the net income of Appgate) a net sum equal to the sum it would have received but for such deduction or withholding being required. For the avoidance of doubt, Reseller is responsible for collecting and remitting any Taxes due from End User. Reseller may present Appgate with a valid Tax exemption certificate; Appgate will give effect thereto prospectively for as long as such Tax exemption certificate remains valid.

4. Obligations of Appgate. Upon Reseller's request, Appgate shall: (a) supply Reseller with information required in Appgate's reasonable judgment for Reseller to resell the Products and Services hereunder; (b) provide the Documentation to Reseller free of charge; (c) furnish Reseller with current price information, Products and Services information, and a supply of such printed price lists, sales literature, books, catalogues and the like as Appgate may prepare; and (d) provide Reseller with such training and technical and sales support with respect to the Products and Services as determined by Appgate to be necessary to assist Reseller in effectively carrying out its activities under the Agreement (it being agreed and understood that Appgate will not be responsible for any Reseller travel and accommodations associated with the foregoing). If the applicable Appgate Terms provide that Appgate will provide support with respect to a Product or Service, Appgate will provide support in accordance with such applicable Appgate Terms. Otherwise, Appgate shall have no obligation to provide support with respect to a particular Product or Service. Unless otherwise specified in an Order Form, Appgate has no responsibility for assisting in the installation or configuration of any Products or Services.

5. Obligations of Reseller.

(a) Marketing Activities; Marketing Materials; Third-Party Agents. Reseller shall use commercially reasonable efforts to actively market, promote, and distribute, at Reseller's expense, the Products and Services solely within the Territory and solely under the terms of the Agreement. In selling the Products and Services, Reseller shall use only marketing materials supplied by Appgate or such other materials as have been approved in advance in writing by Appgate. Reseller does not have the right to appoint or authorize any third party to act as a dealer, agent or reseller for the distribution of Products or Services without Appgate's prior written consent.

(b) Restrictions on Reseller. Reseller shall represent the Products and Services in a knowledgeable and professional manner, and will not represent any of the Products and Services in a manner that is false or misleading or that may adversely affect the reputation or goodwill of Appgate or its products and services. Reseller shall only resell a Product or Service (i) pursuant to an Order Form satisfying all requirements of this Agreement, and (ii) under an End User Agreement that meets the criteria set forth in Section 5(c). Reseller shall not be permitted to resell any Products or Services beyond the maximum entitlements (for example, user quantities, etc.), or any other restrictions, as set forth in the applicable Order Form or in this Master Reseller Agreement. Reseller shall not enter into an Order Form with Appgate until it has (a) registered the End User with Appgate (and Appgate has approved Reseller to resell the particular Products and/or Services to such End User) and (b) entered into an End User Agreement with the applicable End User in accordance with Section 5(c).

(c) End User Agreements. Reseller shall ensure that all agreements that Reseller enters into for the sale of Products and Services with any End User (each, an "End User

Agreement") include all then-current terms and conditions relating to the use and provisioning of the Products and Services contained in or incorporated into the Agreement, including, without limitation, (i) the then-current terms and conditions set forth in Appgate's end user agreement(s), master agreement(s) and/or schedule(s) (the "Appgate Terms") applicable to such Products and Services, and (ii) any terms and conditions relating to such Products and Services as agreed to between Reseller and Appgate on the Order Form with respect thereto. In the event of any change to any such terms, prior to Reseller selling any additional Products or Services to an End User, Reseller must amend the End User Agreement so that it includes such modified terms. Appgate's most current Appgate Terms (which may be updated by Appgate from time to time) can be found at <https://www.appgate.com/legal/reseller-flowdown-terms>.

Notwithstanding the foregoing, in the event Reseller is reselling Appgate's "cybersecurity professional services" which are intended to be covered by Appgate's Cybersecurity Professional Services Service Schedule (e.g., penetration testing and vulnerability assessments), Appgate's most current Appgate Terms (which may be updated from time to time) with respect thereto can be found at <https://www.appgate.com/legal/product-and-service-terms-and-conditions/>. The End User Agreement shall not include any payment from the End User directly to Appgate. Reseller shall also ensure that each End User Agreement it enters into for the resale of Products and Services: (i) does not conflict with the Agreement; (ii) includes a provision making Appgate an intended third party beneficiary of such End User Agreement, with the express right of Appgate to (a) enforce any and all applicable terms directly against the End User and, (b) in the event the End User Agreement permits suspension or termination of any Product or Service, suspend or terminate, as applicable, any such Products and/or Services; (iii) contains an explicit (A) disclaimer of liability and responsibility of Appgate to End User, and (B) waiver of any and all claims by End User for damages, losses or liability against Appgate. Reseller shall notify Appgate of (a) any breach by any End User of its End User Agreement of which Reseller becomes aware, and (b) any infringement or alleged infringement of the patents, copyrights, trade secrets, trademarks or other intellectual property rights of Appgate or its Products and/or Services of which Reseller becomes aware. Reseller shall enforce each End User Agreement to the fullest extent and shall fully cooperate with Appgate in the enforcement of, and exercise of Appgate's rights under, the End User Agreements.

(d) Affiliates and Agents. Reseller is responsible for all acts and omissions of its Affiliates and agents in connection with the Agreement as if such acts and omissions were carried out by Reseller.

6. Term; Termination.

(a) Term. This Master Reseller Agreement will automatically terminate following expiration or termination of the last effective Order Form entered into hereunder.

(b) Termination of Master Reseller Agreement. Appgate may terminate this Master Reseller Agreement at any time for any or no reason upon at least thirty (30) days' prior written notice to the Reseller. An "Event of Default" shall be deemed to occur if (i) Reseller fails to make any payment when due under the Agreement and such failure continues for ten (10) days after Reseller's receipt of written notice from Appgate, (ii) either Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Party, provided, that, if such breach

cannot reasonably be cured within such timeframe, an "Event of Default" shall not be deemed to have occurred so long as the defaulting Party (a) commences curing such breach within the required timeframe and (b) uses commercially reasonable efforts to cure such breach as promptly as possible thereafter, or (iii) a party (1) becomes insolvent, (2) becomes subject to any voluntary or involuntary bankruptcy, liquidation, insolvency or similar proceedings (which, with respect to any involuntary bankruptcy, liquidation, insolvency or similar proceeding, is not dismissed within sixty (60) days of the date filed), (3) makes an assignment for the benefit of creditors, (4) appoints or consents or acquiesces to the appointment of a receiver, liquidator, assignee, trustee or similar person or entity for all or any substantial part of its assets, or (5) admits in writing its inability to pay its debts as they become due. Upon the occurrence of an "Event of Default", the non-defaulting Party may terminate this Master Reseller Agreement at any time prior to the defaulting Party's curing the Event of Default, by providing written notice to the defaulting Party, which written notice must specify the effective date of the termination. The effective date of termination shall be no later than thirty (30) days after the date the non-defaulting Party sends such notice to the defaulting Party. In addition to the termination rights set forth in this Section 6(b), the terminating Party shall be entitled to any and all rights and remedies available under the Agreement and at law or in equity. Except as set forth in Section 6(c), termination of this Master Reseller Agreement shall not affect outstanding Order Forms for the benefit of End Users or any obligations thereunder, and this Master Reseller Agreement shall survive with respect to such Order Forms until their expiration or earlier termination.

(c) Termination or Suspension of Order Forms. An "Order Form Event of Default" shall be deemed to occur if (i) Reseller fails to make any payment when due under an Order Form and such failure continues for ten (10) days after Reseller's receipt of written notice from Appgate, or (ii) either Party materially breaches the Order Form (including, for the avoidance of doubt, any terms of the Master Reseller Agreement as they apply to the Order Form) and fails to cure such breach within thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Party, provided, that, if such breach cannot reasonably be cured within such time frame, an "Order Form Event of Default" shall not be deemed to have occurred so long as the defaulting Party (a) commences curing such breach within the required timeframe and (b) uses commercially reasonable efforts to cure such breach as promptly as practicable thereafter. Upon the occurrence of an "Order Form Event of Default", the non-defaulting Party may terminate the applicable Order Form at any time prior to the defaulting Party's curing the Order Form Event of Default, by providing written notice to the defaulting Party, which written notice must specify the effective date of the termination. The effective date of termination shall be no later than thirty (30) days after the date the non-defaulting party sends such notice to the defaulting party. Alternatively, where Appgate is the non-defaulting party, Appgate may suspend its provision of Products and Services under an Order Form by providing written notice to Reseller in the event of an "Order Form Event of Default". Further, Appgate may suspend or terminate, as applicable, a Product or Service if the applicable Appgate Terms permit suspension or termination thereof. In the event of termination of an Order Form by Reseller in accordance with this Section 6(c) as a result of an Order Form Event of Default where Appgate is the defaulting party, Reseller will be entitled to a refund of all pre-paid fees with respect to such terminated Order Form which relate to

periods of time following such termination. With respect to a perpetual software license, such refund shall be calculated, as depreciated, on a five (5) year straight line basis. Reseller's obligation to pay fees for a Product or Service shall continue irrespective of any suspension thereof. If Appgate suspends a Product or Service pursuant to the Agreement, unless Appgate has subsequently terminated such Product or Service in accordance with the terms of the Agreement, Appgate will resume the suspended Product or Service as soon as reasonably practical after Appgate is reasonably satisfied that the reason giving Appgate the right to suspend has been cured. Appgate will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Reseller or an End User may incur as a result of Appgate's suspending Products or Services pursuant to the Agreement. Termination of an Order Form pursuant to this Section 6(c) shall not affect any other Order Form. In addition to the termination rights set forth in this Section 6(c), the terminating party shall be entitled to any and all rights and remedies available under the Agreement and at law or in equity.

(d) Effect of Termination. Upon termination or expiration of this Master Reseller Agreement or an Order Form, as applicable, (i) all of Reseller's rights and licenses to resell all Products and Services (except rights granted to an End User in accordance with the Agreement prior to such expiration or termination) or the Products and Services under the Order Form, as applicable, shall immediately cease to exist, (ii) Reseller shall immediately cease distribution and resale of all applicable Products and Services (other than any Products or Services being resold pursuant to a non-terminated Order Form entered into prior to such expiration or termination) or the Products and Services under the Order Form, as applicable, (iii) Reseller shall immediately cease to describe itself as an Appgate reseller and shall immediately discontinue the use of Appgate's name or any Appgate markings, colors or other insignia authorized herein (except in connection with any Products or Services being resold pursuant to a non-terminated Order Form entered into prior to such expiration or termination) and (iv) Reseller shall immediately return or destroy, at Appgate's direction, all copies of all Products, Services and Documentation as well as all other Appgate intellectual property relating thereto (including erasing from all computer, electronic or other storage devices all images and copies of the foregoing) (except as necessary for Reseller to be able to continue to resell Products and Services being resold pursuant to a non-terminated Order Form entered into prior to such termination or expiration) provided by Appgate to Reseller under this Master Reseller Agreement or the Products, Services and Documentation as well as all other Appgate intellectual property relating thereto provided by Appgate to Reseller in connection with such Order Form, as applicable. Upon Appgate's request, Reseller will provide written certification that Reseller has performed the foregoing obligation.

7. Demo Products and Services; Hardware.

(a) Demo Products and Services. In the event that Appgate provides Reseller with either (i) license keys or access to any Products or Services and/or (ii) a no-charge subscription to a Product or Service, then, subject to the terms of the Agreement, Appgate grants to Reseller a personal, non-exclusive, non-transferable (except as explicitly set forth in this Master Reseller Agreement), non-sublicensable license during the term of this Master Reseller Agreement to use the Product or Service solely for training and demonstration purposes ("Demo Product") solely in connection with a resale or attempt to resell the applicable

Product or Service to an End User and solely in non-production environment(s). Appgate shall have no obligation to provide support services for Demo Products. Reseller shall ensure that Demo Products do not become part of Reseller's inventory and are not used for Reseller's own internal business purposes. Appgate may terminate any of the foregoing licenses or subscriptions to Demo Products at any time upon written notice or temporarily suspend access to a Demo Product, in each case, in Appgate's reasonable discretion.

(b) Hardware. Appgate is not the manufacturer of any hardware resold by Appgate to Reseller hereunder. Notwithstanding anything in the Agreement to the contrary, hardware is resold by Appgate to Reseller "as is" without indemnification support or warranties of any kind, provided, that, Appgate will use commercially reasonable efforts to assign to Reseller all assignable warranties and indemnities granted to Appgate by the party that Appgate purchased such hardware from. Reseller's use or resale of the hardware will be subject to the manufacturer/supplier terms and conditions applicable thereto, including, without limitation, any shrink-wrap or similar license agreement that may be provided in connection therewith.

8. Use; Restrictions on Use; Exclusion of Other Rights; Ownership.

(a) Use; Restrictions on Use. Reseller will not, and will not allow any End User or other third party to, use any Product, Service or Documentation, as applicable, for any purposes beyond the scope of license or access, as applicable, with respect thereto granted in the Agreement. Except as otherwise set forth in the Agreement, Reseller shall not (and shall not allow any End User or other third party to), directly or indirectly, (i) copy, modify or create derivative works of any Product, Service or Documentation, as applicable, in whole or in part, (ii) rent, lease, lend, resell, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available a Product, Service, or Documentation, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or software component of a Product or Service, in whole or in part, (iv) remove, alter, obscure or fail to reproduce in any way any proprietary notices from a Product, Service, or Documentation, as applicable, (v) use a Product, Service, or Documentation, as applicable, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, (vi) use the Products or Services for Reseller's own business use unless pursuant to a separate executed agreement between Appgate and Reseller, or (vii) disclose or publish performance benchmark results or test results with respect to the Products and Services. Reseller acknowledges that a threatened or actual breach by it of this Section 8(a) may result in immediate, irreparable harm to Appgate for which monetary damages may not be adequate compensation and, consequently, that Appgate shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach.

(b) Exclusion of Other Rights; Ownership. Except as set forth in the Agreement, nothing in the Agreement or the performance thereof shall convey, license or otherwise transfer any right, title or interest (express, implied or otherwise) in any information, material, technology, trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property

of a Party, its Affiliates or their respective licensors to the other Party. Appgate and its licensors are, and at all times will remain, the sole and exclusive owners of all right, title and interest, throughout the world (including all intellectual property rights), in and to the Products and Services. Except as set forth in the Agreement, Appgate's intellectual property and proprietary rights include any skills, know-how, modifications, other enhancements or derivative works developed or acquired by or on behalf of Appgate in the course of configuring, providing or managing the Products and Services. Appgate reserves all rights not expressly granted to Reseller in the Agreement.

9. Products and Services Warranties; Warranty Service; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; Claims for Service Level Failures.

(a) Products and Services Warranties. Reseller shall have the right to avail itself of any warranty set forth in the applicable Appgate Terms with respect to an applicable Product or Service sold hereunder, during the applicable warranty period, and the remedies set forth in such warranty shall be Reseller's sole and exclusive remedy in the event of any breach of such warranty.

(b) Warranty Service. The applicable Appgate Terms will set forth the warranties, if any, Appgate offers with respect to a given Product or Service. Reseller will require all End Users to effectuate warranty claims through the Reseller and not directly through Appgate. To the extent that Reseller makes any additional representations or warranties to End Users with respect to any of the Products or Services, such representations and warranties are made solely for Reseller's account and will not bind Appgate.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9 OR THE SERVICE LEVEL AGREEMENT ("SLA"), IF ANY, IN THE APPLICABLE APPGATE TERMS, (1) ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND USE OF THE PRODUCTS AND SERVICES IS SOLELY AT THE RISK OF THE APPLICABLE USER, (2) APPGATE DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM, (3) APPGATE MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY PRODUCT OR SERVICE WILL BE COMPLETELY SECURE, FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE USER, AND (4) APPGATE DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED.

(d) LIMITATION OF LIABILITY.

i. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTIONS 5(b), 5(c), 11 WITH RESPECT TO CONFIDENTIAL INFORMATION (EXCLUDING RESELLER/END USER DATA, WHICH SHALL BE SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 9(d)i), A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, A PARTY'S OBLIGATIONS TO INDEMNIFY,

- DEFEND AND HOLD HARMLESS INDEMNIFIED PARTIES IN SECTION 10(a) OR 10(b), OR RESELLER'S OR AN END USER'S INFRINGEMENT OR MISAPPROPRIATION OF APPGATE'S INTELLECTUAL PROPERTY RIGHTS OR EXCEEDING THE SCOPE OF ANY LICENSE GRANTED BY APPGATE HEREUNDER, NEITHER PARTY, NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF REPLACEMENT SERVICES, LOSS OF PROFITS OR REVENUE, LOSS OF OR CORRUPTION OF DATA OR DATA USE, OR COMPUTER FAILURE, DELAY OR MALFUNCTION, UNDER THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.
- ii. NOTHING IN THIS SECTION 9(d)ii SHALL BE DEEMED TO LIMIT LIABILITY FOR A PARTY'S BREACH OF ITS PAYMENT OBLIGATIONS HEREUNDER, A PARTY'S BREACH OF SECTIONS 5(b), 5(c), SECTION 11 WITH RESPECT TO CONFIDENTIAL INFORMATION (EXCLUDING RESELLER/END USER DATA, WHICH SHALL BE SUBJECT TO THE DAMAGE CAP), A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, A PARTY'S OBLIGATIONS TO INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNIFIED PARTIES IN SECTIONS 10(a) OR 10(b) OR RESELLER'S OR AN END USER'S MISAPPROPRIATION OR INFRINGEMENT OF APPGATE'S INTELLECTUAL PROPERTY RIGHTS OR EXCEEDING THE SCOPE OF ANY LICENSE GRANTED BY APPGATE HEREUNDER. EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES AND CHARGES PAID OR PAYABLE BY RESELLER AND ITS AFFILIATES TO APPGATE AND ITS AFFILIATES UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE FIRST EVENT GIVING RISE TO A CLAIM OR CAUSE OF ACTION HEREUNDER OCCURRED (THE "DAMAGE CAP"). NOTWITHSTANDING THE FOREGOING, IF THE FIRST EVENT GIVING RISE TO A CLAIM OR CAUSE OF ACTION HEREUNDER OCCURS IN THE FIRST TWELVE (12) MONTHS OF THE TERM OF THIS MASTER RESELLER AGREEMENT, THE DAMAGE CAP WILL BE THE TOTAL FEES AND CHARGES PAID OR PAYABLE BY RESELLER AND ITS AFFILIATES TO APPGATE AND ITS AFFILIATES FOR THE FIRST TWELVE (12) MONTHS OF THE TERM OF THIS MASTER RESELLER AGREEMENT.
- iii. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT WILL APPGATE BE LIABLE FOR ANY LOSSES, COSTS, EXPENSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, OR TORTIOUS CONDUCT RELATING TO, OR ARISING FROM THE DEMO PRODUCTS OR THE HARDWARE.
- (e) Claims for Service Level Failures. In the event an End User is entitled to a service level credit under the applicable Appgate Terms, promptly after receipt of Reseller's request for Appgate to do so, Appgate shall remit the credits to Reseller (applying the contractual percentages against the fees charged by Appgate to Reseller (and not the fees paid by the End User to the Reseller)). Reseller shall be obligated to remit the applicable service level credits to the End User. Service credits set forth in the SLA in the applicable Appgate Terms are Reseller's sole and exclusive remedies if Appgate fails to meet any of the service levels/performance objectives set forth in such SLA.
10. Indemnification.
- (a) Appgate Indemnity. Appgate will defend, indemnify and hold harmless Reseller, its Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all third-party claims, demands, liabilities, losses, costs and expenses, including reasonable attorneys' fees (each, a "Claim"), to the extent alleging that a Product or Service (other than Hardware), in each case, as delivered, infringes or misappropriates such third-party's intellectual property rights. In the event any Product or Service (other than Hardware) becomes the subject of a Claim (or Appgate believes such claim appears possible) under this Section 10(a), Appgate may, at its sole discretion: (i) contest the Claim, (ii) obtain permission from the third-party claimant for continued use of such Product or Service, (iii) replace or modify such Product or Service to make it non-infringing, or (iv) if the foregoing subclauses (i) through (iii) are not commercially reasonable, terminate use of such Product or Service. In the event of termination of a Product or Service in accordance with this Section 10(a), Reseller will be entitled to a refund of all pre-paid fees with respect to such terminated Product or Service which relate to periods of time following such termination. With respect to a perpetual software license, such refund shall be calculated, as depreciated, on a five (5) year straight line basis. Notwithstanding anything in this Section 10(a) to the contrary, Appgate shall have no obligation or liability to Reseller under this Section 10(a) to the extent the Claim arises from (1) any use of the Product or Service other than in accordance with the Documentation, the Agreement or the End User Agreement, (2) a modification to the Product or Service made or caused by Reseller, an End User or any other party acting on behalf of Reseller or an End User, (3) any Reseller/End User Data, (4) use of the Product or Service in violation of applicable law, (5) use of the Product or Service after termination of the term with respect thereto, (6) use of the Product or Service in combination with any hardware, software, application, equipment, technology or material that was not provided by Appgate, (7) failure to use any new or corrected version of the Product or Service made available by Appgate to Reseller, (8) use of the Product or Service after

Appgate has notified Reseller of the potential infringement or misappropriation, (9) Reseller's or an End User's negligence or willful misconduct or (10) any distribution or resale of a Product or Service not in accordance with the Agreement. This Section 10 states Appgate's sole obligation, and Reseller's sole and exclusive remedy, for any Claim that a Product or Service infringes or misappropriates the intellectual property rights of a third party.

(b) Reseller Indemnity. Reseller will defend, indemnify and hold harmless Appgate, its Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all Claims, to the extent arising from (1) any breach by Reseller of Sections 5(b) or 5(c) hereof, or (2) Reseller's or an End User's infringement or misappropriation of Appgate's intellectual property rights or exceeding the scope of any license granted by Appgate hereunder.

(c) Indemnity Procedures. Each indemnifying Party's obligations under this Section 10 are contingent upon the indemnified Party (i) providing prompt written notice to the indemnifying Party of such Claim (provided, however, that any failure or delay in notice shall not affect any of the indemnified Party's rights hereunder except to the extent the indemnifying Party is materially prejudiced thereby), (ii) allowing the indemnifying Party to control the defense and any related settlement of any such Claim, and (iii) furnishing the indemnifying Party with reasonable assistance, at the indemnifying Party's sole cost and expense, in the defense or settlement of any such Claim. The indemnified party shall have the right to participate in the defense of such Claim with counsel of its own choosing at its own expense. The indemnifying Party shall not enter into any settlement of any such Claim without the prior written consent of the indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed) if the indemnified Party's rights would be directly and materially impaired thereby. For the avoidance of doubt, any settlement that does not include a full and unconditional release of the indemnified Party from any and all liability arising out of the Claim, shall be deemed to directly and materially impair the indemnified Party's rights.

11. Confidentiality. Except as set forth in the Agreement, neither receiving party will, without the prior written consent of the disclosing party, disclose or use the Confidential Information of the disclosing party. Each receiving party will protect the disclosing party's Confidential Information using at least the same efforts the receiving party uses to protect its own confidential information of a similar nature, but in no event less than commercially reasonable efforts. Each receiving party agrees to limit disclosure and access to the disclosing party's Confidential Information to those of its officers, employees, contractors, attorneys or other representatives who (a) reasonably require such access in connection with the consummation of the transactions contemplated under the Agreement or prosecuting or defending any claim arising under or with respect to the Agreement, (b) are made aware of the Confidential Information's confidential nature and (c) are subject to confidentiality and non-use obligations at least as restrictive as those set forth herein. In addition, Reseller shall be permitted to provide access to Appgate's Confidential Information to an End User to the extent necessary in connection with the resale, or attempted resale, of Products and/or Services to such End User, provided, that, such End User (a) is made aware of the Confidential Information's confidential nature and (b) is subject to confidentiality and non-use obligations at least as restrictive as those set forth herein. Each receiving party agrees not to use the disclosing party's Confidential Information for any purpose other than in connection

with the consummation of the transactions contemplated under the Agreement or prosecuting or defending any claim arising under or with respect to the Agreement. Nothing in the Agreement shall be deemed or construed to grant to the receiving party a license to sell, develop, exploit or create derivatives of the disclosing party's Confidential Information. A receiving party may disclose the disclosing party's Confidential Information to the extent required to do so by applicable law, provided, that, (i) to the extent legally permissible, the receiving party notifies the disclosing party prior to making any such disclosure so as to enable the disclosing party to seek such protection as may be available to preserve the confidentiality of such Confidential Information and (ii) the receiving party discloses only such information as its counsel advises is legally required to be disclosed. Notwithstanding the obligations in this Section 11, neither receiving party's obligations under this Section 11 shall apply to information that (1) is at the time of disclosure by the disclosing party to the receiving party in the public domain or, at any time thereafter enters the public domain through no breach of this Section 11 by the receiving party, (2) is already known to the receiving party at the time of its disclosure by the disclosing party to the receiving party, (3) is independently developed by the receiving party without use of or reference to Confidential Information of the disclosing party, or (4) is received by the receiving party from a third party who is not known to the receiving party to be subject to any restriction on disclosure. Promptly following receipt of the disclosing party's written request, the receiving party shall return to the disclosing party or destroy (at the receiving party's option) all of the disclosing party's Confidential Information. Notwithstanding the foregoing, the receiving party shall have no obligation to return or destroy any of the disclosing party's Confidential Information retained in standard archival or computer back-up systems or pursuant to the receiving party's normal document or email retention practices, provided, that, the receiving party's obligations under this Section 11 with respect thereto shall survive for two (2) years following the date such Confidential Information is no longer retained pursuant to this sentence (but no less than two (2) years following expiration or termination of the Agreement). Each party's obligations under this Section 11 shall survive for two (2) years following expiration or termination of the Agreement, provided, that, to the extent any of the disclosing party's Confidential Information constitutes a trade secret, the receiving party's obligations under this Section 11 with respect thereto shall survive until such Confidential Information ceases to so constitute a trade secret (but no less than two (2) years following expiration or termination of the Agreement). Each receiving party acknowledges that a threatened or actual breach by it of this Section 11 may result in immediate, irreparable harm to the disclosing party for which monetary damages may not be adequate compensation and, consequently, that the disclosing party shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach. The receiving party will be responsible for any violation of the terms of this Section 11 committed by its officers, employees, contractors, attorneys or other representatives. Reseller will also be responsible for any violation of the terms of this Section 11 by an End User.

12. Compliance with Applicable Laws and Regulations. Each Party shall comply with all laws and regulations applicable to the provision (in the case of Appgate) and use, marketing, and resale (in the case of Reseller) of the Products and Services provided hereunder. Reseller shall require in each End User Agreement that the End User comply with all applicable laws and regulations in connection with its use of the Products and Services.

13. Miscellaneous.

(a) Entire Agreement. The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, representations, warranties and understandings, verbal and/or written, with respect thereto.

(b) Amendments. Except as otherwise set forth in the Agreement, the Agreement may only be amended, modified, supplemented or revoked by an instrument in writing signed by both Parties. Appgate may modify this Master Reseller Agreement from time to time by posting an updated Master Reseller Agreement at <https://www.appgate.com/legal/reseller-terms> or a successor website and providing at least thirty (30) days prior notice to Reseller. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after Reseller's receipt of such notice. Notwithstanding the foregoing, if, at any time prior to the effective date of such modification, Reseller sends written notice to Appgate rejecting such modification, such modification will be deemed to have never had any force or effect and this Master Reseller Agreement will continue under the provisions in effect immediately prior to Appgate's making such modification.

(c) Waiver. No waiver by any party of any of the provisions hereof shall be (i) effective unless explicitly set forth in writing and signed by the Party so waiving or (ii) construed as a waiver of the same provision at any time in the future or of any other provision. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof.

(d) Headings. The headings in the Agreement are for reference only and shall not affect the interpretation of the Agreement.

(e) Severability. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and, in the jurisdiction in which such term or provision is invalid, illegal or unenforceable, such term or provision will be modified as nearly as possible to reflect the intentions of the Parties so as to no longer be invalid, illegal or unenforceable in such jurisdiction.

(f) Governing Law. All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, excluding principles of conflicts of laws, whether of the State of Florida or any other jurisdiction. In no event shall the Uniform Computer Information Transaction Act or the United Nations Convention on Contracts for the International Sale of Goods apply to the Agreement.

(g) Venue. Each of the Parties agrees that all claims, demands, causes of action, actions, suits or proceedings arising out of, based upon or relating to the Agreement, the subject matter hereof of thereof or the transactions contemplated hereby or thereby ("Legal Proceedings") shall be brought and maintained exclusively in the Federal and state courts of Miami-Dade County, Florida. The provisions of this Section 13(g) shall not restrict the ability of any Party to enforce in any court any judgement obtained in a Federal or state court of Miami-Dade County, Florida. Notwithstanding anything in this Agreement to the contrary, each party shall have the right to commence and

prosecute any action for injunctive or other equitable relief before any court of competent jurisdiction.

(h) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE.

(i) Expenses; Attorneys' Fees. In the event that any Party institutes any Legal Proceeding against the other Party, the prevailing Party in the Legal Proceeding shall be entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the reasonable costs and expenses (including, without limitation, those incident to appellate, bankruptcy and post-judgment proceedings) incurred by the prevailing Party in conducting the Legal Proceeding, including reasonable attorneys' fees and expenses and court costs.

(j) Counterparts; Delivery. (a) Each Order Form and (b) each other document governed by, or that is incorporated by reference into this Master Reseller Agreement or an Order Form, may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of any Order Form or any such document delivered by facsimile or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of such Order Form or such other document, as applicable.

(k) Survival. The terms of any sections of the Agreement which by their nature are intended to extend beyond expiration or termination of (a) this Master Reseller Agreement, (b) any Order Form or (c) any other document governed by, or that is incorporated by reference into, this Master Reseller Agreement or an Order Form, will survive expiration or termination of this Master Reseller Agreement, such Order Form or such other document, as applicable.

(l) Conflicts. If a conflict exists among provisions within the Agreement, unless otherwise expressly stated to the contrary, the following order of precedence will apply in descending order of control: (a) this Master Reseller Agreement, (b) an Order Form and (c) any other document governed by, or that is incorporated by reference into, this Master Reseller Agreement or an Order Form.

(m) Relationship of the Parties. Each Party is an independent contractor and shall not be deemed an employee or agent of the other Party. Nothing in the Agreement shall be construed to create a joint venture, partnership, association or other form of legal entity or business enterprise between the Parties hereto. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

(n) No Third-party Beneficiaries. Except as otherwise set forth in the Agreement, no person or entity, other than the Parties and their respective successors and permitted assigns, shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, the Agreement.

(o) Assignment; Successors and Assigns. The Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted Assigns. Neither the Agreement nor any rights or

obligations under the Agreement may be transferred, assigned or delegated, in whole or in part, by Reseller without Appgate's prior written consent, and any attempted transfer, assignment or delegation without such consent shall be null and void. Notwithstanding the foregoing, Reseller may, after providing at least thirty (30) days' advance written notice to Appgate, assign the Agreement in its entirety to one of its Affiliates, provided, that, the assigning Reseller shall remain liable under the Agreement.

(p) Notices. All notices in connection with the Agreement shall be in writing and shall be deemed to have been given: (a) when delivered, if delivered by hand, (b) on the next business day after the date sent, if sent (for overnight delivery) by nationally recognized overnight courier, (c) upon the earlier to occur of receipt by the addressee as evidenced by return receipt thereof or five (5) days from the date of mailing, when sent by first class mail, prepaid postage, return receipt requested, (d) on the date the transmission was sent if sent during normal business hours of the recipient or on the next business day if sent after normal business hours of the recipient, if sent by facsimile or email, or (e) on the date the transmission was sent, if sent by Appgate to Reseller through any portal made available by Appgate to Reseller, any such notice to be sent to Appgate at legal@appgate.com or to Reseller at Reseller's address as set forth in Appgate's records. Either Party may change its address for notices upon written notice to the other Party in accordance with this Section 13(p).

(q) Audits. Reseller agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the term of the Agreement and for a period of two (2) years after termination or expiration of the Agreement with respect to matters necessary for accurately determining amounts due by Reseller hereunder and Reseller's compliance with the Agreement. Appgate may, at its own expense, on reasonable prior notice, periodically inspect and audit Reseller's records with respect to matters covered by the Agreement. In the event Appgate requires information from an End User with respect to any such matters, Reseller agrees to use commercially reasonable efforts to assist Appgate in obtaining such information. If such inspection and audit reveals that Reseller has underpaid Appgate with respect to any amounts due and payable during the term of the Agreement, Reseller shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with the Agreement, and reimburse Appgate for the costs of conducting such audit. In the event any such underpayment is the result of Reseller's or an End User's use of Products or Services expanding beyond the permitted use and/or maximum entitlements, the amounts owed by Reseller to Appgate for such underpayment shall be based on Appgate's then-current list prices applicable to such expanded use. Such inspection and auditing rights will extend throughout the term of the Agreement and continue for a period of two (2) years after the termination or expiration of the Agreement.

(r) Regulatory Matters. The Products and Services, the underlying software and technology and the then-current user manuals, handbooks, training materials, technical manuals and guides relating thereto (the "Documentation") may be subject to US export controls and sanctions laws and regulations, including, without limitation, the US Export Administration Regulations and the various economic sanctions measures administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Reseller shall not, directly or indirectly, sell, export, re-

export, transfer, re-transfer, provide or release the Products or Services, the underlying software or technology or the Documentation to, or make the Products or Services, the underlying software or technology or the Documentation accessible from, any jurisdiction, country, person or entity without first securing all applicable U.S. government export authorizations, nor will Reseller sell, export, re-export, transfer, re-transfer, provide or release the Products or Services, the underlying software or technology or the Documentation to any jurisdiction, country, person or entity, or for any end-use, that is prohibited by applicable law, rule, or regulation. Reseller shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer, provide or release the Products or Services, the underlying software or technology or the Documentation to any party named on OFAC's Specially Designated Nationals list or any other U.S. government list of prohibited parties, or to any entity owned 50% or more in the aggregate by any sanctioned party or parties, nor shall Reseller use (or permit the use of) the Products or Services, underlying software or technology, or the Documentation, directly or indirectly, in connection with any prohibited party. Reseller shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, transferring, re-transferring, providing or releasing, or otherwise making the Products or Services or the underlying software or technology or the Documentation available outside the US.

(s) Resales to the U.S. Federal Government Prohibited. Reseller may not resell any of the Products and Services to the United States federal government, any federal agency, any state or local government, any state or local government agency, or government-affiliated institution without Appgate's prior written consent, and in each case shall be subject to such additional terms and conditions as may be required by Appgate in its sole discretion.

(t) Force Majeure. The obligations of a Party to perform under the Agreement (other than obligations to pay any sum due under the Agreement) may be temporarily suspended during any period during which such Party is unable to carry out its obligations under the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond such Party's reasonable control, and such Party shall not have any liability or responsibility to the other Party or be deemed to have defaulted under or breached the Agreement for failure or delay in performance to the extent resulting therefrom.

(u) Foreign Corrupt Practices Act. The Reseller's obligations under the Agreement include compliance with the Foreign Corrupt Practices Act ("FCPA"), and all applicable anti-bribery and anti-corruption laws of other nations, including, but not limited to, the UK Bribery Act (collectively, "Anti-Corruption Laws"). The FCPA prohibits U.S. issuers, such as Appgate and its Affiliates, from providing or offering to provide a payment or anything of value to a foreign (non-U.S.) government official, foreign political party, or candidate or other "foreign official" as defined under the FCPA, to influence an act, or decision of the official or of his/her government, or to secure an improper advantage, in order that Appgate obtain or retain business for itself or another. In performance of the Agreement, Reseller, its employees, contractors and Affiliates will not: (i) make or arrange any contact with; or (ii) make or cause to be made, any payment or offer of anything of value to any foreign (non-U.S.) government official or political party, or candidate without prior written approval. If, in connection with the performance

of the Agreement, anyone, including a foreign official or an agent thereof, requests or solicits Reseller to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, in order that Reseller or Appgate obtain or retain business for themselves or another, Reseller will refuse to make such payment or provide such thing of value and will immediately report the incident to Appgate. Reseller further represents, warrants and certifies that it, including its personnel, subcontractors and Affiliates currently complies with, and shall continue to comply with, all applicable Anti-Corruption Laws and Appgate policies in all countries in which it provides services and will not take any actions that would result in a violation of Anti-Corruption Laws by Appgate or an Affiliate. Reseller agrees that it will provide all information and cooperation reasonably requested by Appgate which

relate to Reseller's activities under the Agreement so that Appgate may ensure compliance with this Section 13(u).

(v) Use of Name and Marks. Each Party may reference the other Party's status as a reseller or vendor, as applicable, of the referencing party in marketing materials, sales presentations, on such referencing party's website and for other valid business purposes. Each Party may use the other Party's tradenames, trademarks and domain names in connection with the foregoing, provided, that, any use thereof by Reseller must be pre-approved by Appgate. Neither Party may issue a press release referencing the other Party, directly or indirectly, without such other Party's prior written consent.

Exhibit A
Definitions

As used in this Master Reseller Agreement, the following terms shall have the definitions set forth below:

- (a) "Affiliate" means, any entity controlled by, controlling, or under common control with a Party, where the term "control" and its correlative terms "controlling", "controlled by" and "under common control with", means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.
- (b) "Agreement" means (i) this Master Reseller Agreement, (ii) all Order Forms and (iii) any other document governed by, or that is incorporated by reference into, this Master Reseller Agreement or any Order Form.
- (c) "Confidential Information" means all information (including, for the avoidance of doubt, information about the disclosing party's Affiliates) that is disclosed by or on behalf of the disclosing party to the receiving party, during the term of the Agreement, whether written, oral, visual or otherwise that (i) is identified as confidential using an appropriate legend, marking, stamp, or other clear and conspicuous written identification that unambiguously indicates the information being provided is Confidential Information (or, in the case of information provided in other than written form, is identified as confidential at the time it is first disclosed, with such identification to be confirmed in writing by the disclosing party to the receiving party promptly following disclosure) or (ii) should reasonably be understood to be confidential or proprietary based on the content of the information and/or the circumstances of its disclosure.
- (d) "End User" means the final third-party end user customer that has been registered by Reseller with Appgate (and Appgate has approved Reseller to resell the particular Products and/or Services to) and has acquired such Products and/or Services from Reseller in accordance with the terms of the Agreement for its own and its Affiliates' internal use and not for resale, remarketing, or distribution.
- (e) "Order Form" means any written order form, service order, quote, statement of work or other ordering document (including any electronic form submitted via an Appgate portal) that includes the types and details of Products and Services ordered by Reseller and agreed to be provided by Appgate.
- (f) "Products and Services" means the products and services that Appgate may, in its discretion, make available to Reseller from time to time pursuant to the Agreement for resale to End Users. Appgate may, in its sole and absolute discretion, restrict the Products and Services that are made available to Reseller for resale to End Users from time to time. As the context requires, references herein to Products and Services shall be deemed to include Demo Products.
- (g) "Reseller/End User Data" means any data, information, material or other content, in any form or medium, that is submitted, posted, uploaded, transmitted, processed or stored by or on behalf of Reseller or End User to, through or in, as the case may be, the Products or Services. Reseller grants to Appgate a perpetual, non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display Reseller/End User Data and perform all acts with respect to Reseller/End User Data to provide, maintain, develop and improve its services.
- (h) "Territory" means any territory as Appgate may agree to in writing in its sole and absolute discretion.