

BYODSHIELD “CLICK THROUGH” SPECIAL RESELLER TERMS

By clicking the “I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT” checkbox displayed below, you, Reseller (“you” or “Reseller”), acknowledge and agree to abide by these special reseller terms and conditions (“Reseller Terms”) with respect to the resale of the bundled offering known as “BYODShield,” sold to you by Westcon Group, Inc. (“Westcon”), including any of its affiliates and subsidiaries. You acknowledge BYODShield combines one or more components of Fiberlink Communication Corp.’s (“Fiberlink”) MaaS360 software as a service (“MaaS360”) and a BlueCat Networks (USA) Inc. (“BlueCat”) product and is licensed to you by Fiberlink and BlueCat (collectively, the “Vendors”) respectively. These Reseller Terms are in addition to and do not replace or modify Fiberlink’s online click through Services Agreement (the “Fiberlink Services Agreement”) and BlueCat’s online click through End-User Agreement (the “BlueCat End User Agreement”). For the avoidance of doubt, any prior terms and conditions of sale or agreements currently in effect between you and Westcon, all of which are incorporated herein by reference, remain in full force and effect. In the event of any conflict between these Reseller Terms and any prior terms and conditions of sale, these Reseller Terms shall prevail.

1. Reseller will resell BYODShield as a bundled offering and will not resell each Vendor’s products and/or services on a standalone basis. Reseller has obtained the required certifications to resell BYODShield (sales certification, installation/implementation/training certification, maintenance and support certification, as the case may be). Westcon shall only sell BYODShield to Resellers certified by both Vendors to provide first-level support to End Users and may require uncertified Resellers to purchase support services such that Westcon will deliver first-level support to End Users.
2. For purposes of these Reseller Terms, the term “Proprietary Items” shall refer to each Vendor’s respective components of BYODShield, and their respective related object code, source code, design features, visual expressions, screen formats, report formats, trademarks and copyrights, and the ideas, methods and concepts used in BYODShield, and all modifications of the foregoing. The term “Licensed Software” shall refer to the object code to (a) the version of the applicable Vendor’s software application(s) and (b) any modified, updated, or enhanced versions of such applications that the applicable Vendor provides. The term “Licensed Services” shall refer to the services enabled by the Fiberlink Licensed Software and any other products and services provided by Fiberlink in connection with these Reseller Terms. The term “Product” or “Products” shall refer to the respective Vendor’s equipment (“Hardware”) if any, the Licensed Services, licenses for software, including revisions and updates (“Software”), support and training services and professional services for implementation (“Services”), which are offered for sale by Westcon from time to time.
3. Reseller will not: (a) sublicense, lease, rent, loan, disclose or otherwise transfer, communicate or disclose any Proprietary Items to any third party; (b) copy any Proprietary Items in violation of this Agreement; (c) modify or create derivative works of any Proprietary Items, or decompile, reverse engineer, create or recreate any Licensed Services or Licensed Software source code; (d) merge BYODShield, or any component thereof with any other software product or services; (e) use any Proprietary Items to create a program having features or functions substantially similar to those of BYODShield, or any component thereof; (f) remove or modify any copyright or other proprietary notice contained in the Proprietary Items; (g) use or possess the Proprietary Items in any foreign jurisdiction in violation of any trade laws or regulations or (h) publish or share with any third party any results of any benchmark or performance test run on BYODShield or component thereof.
4. Reseller will not use BYODShield or any component thereof to: (i) violate any applicable law or regulation; (ii) violate copyright, trademark, trade secret or other property right of any third party; (iii) interfere with other users' use of the any component of BYODShield sold or licensed separately by either Vendor, directly or indirectly, or of the Internet; (iv) add, remove or modify any identifying network header information in an effort to deceive; (v) use BYODShield or any

component thereof, to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of either Vendor's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; (vi) use BYODShield or any component thereof, to collect, or attempt to collect, personal information about third parties without their consent; or (vii) use BYODShield or any component thereof, for the on-line control of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, emergency dispatch, direct life support machines, or weapon systems. Reseller will provide reasonable information, assistance and cooperation to the applicable Vendor, if said Vendor finds it necessary to take action to enforce its licensing rights.

5. For purposes of this Section, "Marks" shall refer to the trademarks, service marks, trade names and logos of each Vendor and its licensors. Reseller will not, take any action to contest either Vendor's ownership of the said Vendor's Marks or use, employ, or attempt to register in any country any trademark, service mark, or tradename that is confusingly similar to the Marks, including the registration of any Internet domain names using any Mark or Vendor product name or common misspelling or variant thereof, unless authorized in advance in writing by the applicable Vendor. Resellers will not, purchase from Google, MSN or other Internet search engine a keyword that constitutes a Mark or common misspelling or variant thereof.
6. BYODShield shall be sold by Reseller for usage by End Users on a subscription basis for a fixed term. If End User requires BlueCat to provide its software embedded on a physical server, the cost of the physical server shall be paid up front, on or before (and in addition to) the subscription fee. The End User's Subscription Term shall be set forth on each Reseller-generated Purchase Order. The Subscription Term shall begin on the Purchase Order Effective Date (if no Purchase Order Effective Date is listed, the Purchase Order Effective Date shall be the date the Purchase Order was submitted) and shall run for the designated Subscription Term unless otherwise terminated in accordance with these Reseller Terms ("Initial Subscription Term"). The Initial Subscription Term shall be a minimum of twelve (12) months. Except as specified herein, no party hereto shall have the right to terminate these Reseller Terms, any Purchase Order, or its obligation to serve a particular End User, during the End User's Subscription Term. Upon expiration of the Initial Subscription Term, the End User's Subscription Term shall automatically renew for successive one-year terms under the same conditions and financial commitments ("Renewal Subscription Term(s)") unless Westcon receives written notice of termination from Reseller no later than ninety (90) days prior to the termination of the then existing Initial Subscription Term for the End User, or of the then current Renewal Subscription Term as the case may be. The Initial Subscription Term and all Renewal Subscription Terms will be collectively referred to as the "Subscription Term." Following the expiration or termination of the Reseller Terms, there shall begin a transition period in which Reseller will work with Westcon to continue to support and allow End Users to transition off of BYODShield ("Transition Period"). These Reseller Terms shall fully and finally terminate upon the expiration of the last Transition Period for the last End User. Upon termination or expiration of these Reseller Terms, and the last End-User Transition Period if applicable, all rights granted herein will terminate and immediately cease to exist and Reseller must promptly return to Westcon or destroy all copies of BYODShield in Reseller's possession or control. Westcon reserves the right, without any liability, to terminate access to BYODShield, and terminate any End User account, upon the effective date of termination.
7. Reseller's purchase order ("Purchase Order") for BYODShield must contain (a) Reseller's corporate name (if applicable); (c) End-User's corporate name; (d) the specific Products (and delineating if any physical servers are required); (e) the committed quantity of licenses for each

Product (or quantities of physical units of Product, as applicable); and (e) the committed Subscription Term length (12 Month Minimum). Reseller acknowledges that such Purchase Order is binding upon submission and may not be cancelled for any reason. Unless otherwise agreed in writing by the parties: (ii) all fees for BYODShield shall be paid annually and in advance (except for BlueCat Products containing physical servers, in which case said fees for the physical server shall be paid in advance and not spread annually); (iii) fees for BYODShield are based on the number of licenses purchased and not actual usage, unless such usage exceeds the purchased quantity of licenses; (iv) payment obligations are non-cancelable and fees for BYODShield paid are non-refundable; and (v) the committed quantity of purchased licenses cannot be decreased during the Subscription Term. Westcon shall invoice Reseller based on the committed quantity of licenses set forth on the Purchase Order. All portions of Westcon's invoice for BYODShield will be paid by Reseller within thirty (30) days of Reseller's receipt of invoice. Supplemental orders for additional licenses for the Licensed Services may be executed by Reseller submitting supplemental Purchase Orders to Westcon as described herein. Any fees for licenses added in the middle of a monthly period via supplemental Purchase Order (s) will be charged for that full monthly period and the monthly periods remaining in the Subscription Term and any renewal Subscription Terms. Unless otherwise expressly agreed in writing, all Purchase Orders under these Reseller Terms must be in US Dollars. Westcon reserves the right to reject any Purchase Order not in conformance with this these Reseller Terms.

8. For purposes of these Reseller Terms, "Device" shall refer to smartphone, tablet, laptop, equipment, computer or other device. In the event that the number of Devices accessing the Licensed Services by the End User exceeds the number of Devices for which licenses have been granted in accordance with Reseller's Purchase Order (s) ("Overage"), Reseller will be billed for additional Devices for the remainder of the then current Subscription Term on a pro-rated basis in accordance with the Fees listed on the applicable Purchase Order (s) and for any renewal Subscription Terms if: (a) the Overage exceeds the number of licensed Devices by more than 5%, or (b) the Overage exceeds the number of licensed Devices by less than 5% and such Overage has existed for four (4) months or more. For the avoidance of doubt, the 5% threshold referred to in the preceding sentence is not a deductible; if an Overage exists in accordance with this section, any and all Overage above the original number of licenses will be billed including the first 5% of Overage. Invoices for Overage shall be paid by Reseller to Westcon in accordance with the payment terms set forth in the prior terms and conditions of sale in effect between you and Westcon, but in no event more than thirty (30) days of Reseller's receipt of invoice.
9. In the event that any fees owed to Westcon are thirty (30) days or more overdue (including without limitation annual subscription fees for any Initial or Renewal Subscription Term or fees generated by Overage), then Westcon may suspend administrative access to the Licensed Services portal associated with such delinquent payment ("Suspension of Access"). Reseller acknowledges that Suspension of Access does not relieve Reseller of its payment obligations to Westcon. A Suspension of Access shall not last longer than the end of the current Subscription Term. Upon, or prior, to the expiration of the applicable Subscription Term, Westcon shall have the option to reinstate access to the Licensed Services, elect not to renew the current Subscription Term or terminate the account for cause. If Westcon reinstates access to the Licensed Services, Westcon may renew the account's Subscription Term at the current Device quantity, or the initially contracted Device quantity, whichever is higher. If Westcon terminates an account under this Agreement for cause, Westcon shall send Reseller notice of such termination. If Westcon elects to permanently delete any End User accounts, such deletion may result in permanent End User data loss and destruction. Westcon shall not be responsible for any loss of End User data that results from a Suspension of Access.

10. Fiberlink shall electronically deliver the Licensed Services and Documentation for the purpose of resale efforts. BlueCat shall deliver the Products and associated Documentation for the purpose of resale efforts, directly to End Users. "Documentation" shall refer to a Vendor's standard post sale end-user manual for the Licensed Software or Product. End Users will choose or will be given all applicable passwords to use in connection with the Products. Resellers and their End Users are entirely responsible for maintaining the confidentiality of such passwords and of its accounts. Reseller shall notify Westcon and/or the applicable Vendor promptly if it obtains knowledge of any unauthorized use of any such licenses or of any other breach of security occurring as a result of any activities of Reseller or End User or of any vulnerabilities that Westcon, Resellers or End Users believe are contained in or caused by the Products such that Westcon and/or the applicable Vendor may take or recommend appropriate remedial measures. Westcon shall have no liability for any loss or damage to the extent arising from Resellers and/or End Users' failure to comply with the provisions of this Section.

BY CLICKING THE "I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT" CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THESE RESELLER TERMS AND IN WHICH CASE THE TERMS "RESELLER", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH THESE RESELLER TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT" CHECKBOX AND DO NOT USE OR SELL BYODSHIELD UNDER ANY CIRCUMSTANCES.