

ONLY AN AUTHORIZED OFFICER CAN CLICK 'ACCEPT' ON BEHALF OF
THE PARTNER (RESELLER).

ACCEPTANCE:

BY CLICKING THE 'ACCEPT' OPTIONS IN THE REGISTRATION PROCESS
THE PARTNER WARRANTS THAT IT HAS FULL CORPORATE POWER AND
AUTHORITY TO ENTER INTO THIS AGREEMENT AND DO ALL THINGS
NECESSARY IN THE PERFORMANCE OF THIS AGREEMENT.

For the avoidance of doubt, no purported orders shall be accepted
by Timus Networks unless you click accept.

Hello! Timus Networks, Inc. ("Timus," "we," "us," or "our") is delighted to work with resellers to help ensure our award-winning products and services are distributed and promoted throughout the world.

This Reseller Agreement (this "Agreement") describes the terms and conditions under which you, the entity who accepts this Agreement by clicking the "I AGREE" (or similar syntax) button in our online portal ("you" or "your"), agree to resell licenses and provide limited customer support for Timus Products (defined below).

This document contains an arbitration provision that requires, under most circumstances, disputes to be settled by arbitration and not by a judge or jury. Please read the "Arbitration" section of this Agreement carefully.

[Clarification on Applicability](#)

This Reseller Agreement supersedes all prior reseller agreements. Notwithstanding the foregoing, for customers who executed a Reseller Agreement prior to the effective date of this version, provisions related to the Minimum Monthly Commitment and Satisfaction Guarantee shall only apply if explicitly included in the applicable Quote Agreement. If these provisions are not expressly stated therein, the corresponding terms of the previously executed Reseller Agreement shall remain effective until such agreement is renewed or renegotiated.

Covered Services & Solutions

Timus offers Secure Access Secure Edge (SASE) solutions, Zero Trust Network Access (ZTNA) solutions, dynamic firewall solutions, productivity tracker solutions, and threat/malware

prevention solutions, all of which are licensed under the Timus brand name (collectively, the “Timus Products” and each, a “Timus Product”). As the list of Timus-branded solutions grows, those solutions will automatically be included as a Timus Product.

Appointment

Subject to the terms of this Agreement, Timus hereby appoints you as a non-exclusive reseller of Timus Products. Subject to this Agreement, as an authorized reseller you are permitted to:

- Purchase licenses for Timus Products and sublicense the Timus Products to end users worldwide;

- Promote Timus Products on your website, in your marketing materials, at trade shows and in related venues;

- Provide technical support to end users of Timus Products (“End Users”); and,

- Receive discounts and special offers that Timus, at its discretion from time to time, may make available only to its authorized resellers.

Licenses; Resale

Licenses for Timus Products will be made available to you for purchase through our designated online partner portal (“Partner Portal”) at prices determined by Timus, or via binding quotation. Prices are subject to change from time to time at our discretion. You will be responsible for all costs associated with your purchase of licenses for Timus Products (“Licenses”), as well as all sales taxes, duties, VAT, and any other taxes applicable to your purchase and resale of Licenses.

As a Timus Networks reseller, you agree to maintain a minimum monthly financial commitment as specified in the most recently executed Quote Agreement (“Minimum Commitment”). This Minimum Commitment is subject to the terms and pricing outlined in the applicable Quote Agreement between you and Timus Networks and is required to retain active partnership status.

By onboarding End Users to a Timus Product, you agree to be bound by the [Subscription Terms and Conditions](#) applicable at each instance of onboarding.

Each License allows a single End User to access and use the Timus Product for which the license applies.

If you are operating under a Reseller Agreement or Quote Agreement executed prior to 2025, activation of a Timus Product requires the End User to register directly with Timus and agree to the terms of the End User License Agreement (“EULA”). Alternatively, under such prior agreements, if you intend to accept the EULA on behalf of the End User, you must first obtain

Timus's explicit written consent, following written notification to Timus (email notification is acceptable).

If you are operating under this 2025 Agreement, the requirement for End Users to register or accept a separate EULA depends upon the specific Product and onboarding procedures detailed in the Subscription Terms and Conditions or the applicable Quote Agreement.

Although Timus may recommend a suggested retail price for Licenses, you are free to resell Licenses for any price at your discretion. Sales of Licenses are not permitted through online marketplaces such as Amazon.com, eBay.com, or any other online marketplace that is not affiliated with Timus; exceptions to this restriction may be made on a case-by-case basis only in our sole discretion.

Your Obligations & Restrictions

You agree to act in an ethical and professional manner, in compliance with all applicable laws, and to conduct your business in a way that reflects favorably upon us and the Timus Products. You agree to refrain from engaging in any deceptive, misleading, or unethical practices. You must not make any false or deceptive claims about any Timus Product, or make any representation about Timus Products that is inconsistent with the EULA, our promotional materials, or the features, functions, or specifications of the applicable Timus Product(s). You also agree that you will not engage in any activity that violates, or may tend to violate, Timus's intellectual property rights (such as, for example, circumventing or disabling security-related functionalities in a Timus Product, creating derivative works of a Timus Product, or reverse engineering any Timus Product except where expressly permitted by law) or the intellectual property or privacy rights of any third party. You will not bid on, target, or otherwise interfere with any of our branded keywords or trademarks in any online advertising, including Google, YouTube, Facebook/Meta, or similar online venues.

Ownership

Timus Products are licensed, not sold, to you and to End Users. All rights, title, and interests in Timus Products and associated materials and documentation, as well as all of Timus's works of authorship, goodwill, copyrighted materials, and trademarks, are owned by Timus and may only be used by you as expressly permitted in this Agreement and in the EULA. You agree to refrain from removing, modifying, or otherwise altering any copyright or trademark notices from Timus Products.

Product Support

You agree to provide First Level Support to End Users in a timely and professional manner and in accordance with the highest professional standards. First Level Support means

diagnosing issues and/or answering questions from End Users related to the installation, configuration, or use of a Timus Product, and making a good faith effort to answer such questions or remediate product-related issues. To do this effectively and efficiently, you agree to always have at least one (1) trained support person on staff who is qualified to provide such support and to provide Timus with that person's contact information upon request.

You will escalate unresolvable issues or questions to us and will not encourage or permit any End User to contact us directly. We will provide all escalated support directly to you unless, at our discretion, we determine that the applicable issues must be discussed by us directly with the End User.

Satisfaction Guarantee Period

Timus Networks offers a Satisfaction Guarantee Period as set forth in the applicable and fully executed Quote Agreement. During this period, the Reseller may elect to terminate the Agreement without further obligation, provided such termination occurs within the specified timeframe and in accordance with all terms and conditions detailed in the Quote Agreement. Any such termination must be submitted in writing and will be subject to any applicable limitations or requirements outlined therein.

Term; Termination

This Agreement commences as of the date you agree to this agreement by clicking the "I AGREE" button (or similar syntax), and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason by providing the other party with thirty (30) days prior written notice (email is sufficient for this purpose). Termination of this Agreement shall not terminate or otherwise affect Licenses in effect as of the termination date, it being understood that then-existing Licenses (and relevant sub-licenses) shall continue until their applicable expiration date(s).

Upon the termination of this Agreement for any reason, all rights and licenses granted to you under this Agreement will immediately terminate, except for then-existing Licenses (and relevant sub-licenses) which shall continue until their applicable expiration date(s).

We reserve the right to suspend your access to the Partner Portal and/or our fulfillment of any purchase you make through the Partner Portal (i) if we believe you are violating, or will likely

violate, the terms of this Agreement, or (ii) as we deem necessary to update or maintain our operational software or networked systems, or to protect the security and/or integrity of (a) our software, (b) our computer network or any devices connected physically or virtually thereto, (c) Timus Products, (d) Confidential Information, or (e) End User information.

LIMITATION OF LIABILITY

Our entire liability to you under this Agreement, for all causes of action in the aggregate including but not limited to breach of contract, negligence, and indemnification, is limited to the price you paid for the Licenses in the twelve (12) month period immediately preceding the earliest date of any claim you have or may have against us. In no event will we be liable for any indirect, special, incidental, consequential, or punitive damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, etc.), however caused and regardless of whether Timus was advised in advance of the possibility of such damages. The foregoing limitations apply even if any remedy provided for fails of its essential purpose. You and we agree that the limitations described in this paragraph do not limit our liability in a manner that would be unenforceable or void as against public policy under applicable law.

Limited Warranties

Except for express warranties, if any, made to you in this Agreement or in a EULA, we make no warranties for Timus Products, express or implied. Timus specifically excludes all implied warranties for Timus Products, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant or guarantee that your reselling efforts will be successful or produce any particular financial results. Timus Products are provided “as is” and we do not warrant that any Timus Product will operate in an error-free or uninterrupted manner or that all errors will be corrected or repaired. Timus does not warrant or guarantee security, detection, or mitigation of all malicious software or unauthorized access-related incidents. Similarly, we do not warrant that any Timus Product will protect or secure files, networks, servers, or endpoints from all malware, viruses, or third party malicious attacks.

Indemnification

Each party (an “Indemnifying Party”) agrees to indemnify, defend, and hold the other party (an “Indemnified Party”) harmless from and against all losses, damages, costs, expenses, or liabilities, including reasonable attorneys’ fees, (collectively, “Damages”) that arise from, or are related to, the Indemnifying Party’s breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any

claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

Confidentiality

Confidential Information means all non-public information provided by us to you, in whatever format, that is either identified as confidential or would reasonably be understood to be confidential and/or proprietary. Confidential Information also includes (i) pricing for Timus Products, (ii) End User information, and (iii) the terms and conditions of this Agreement. You agree that you will not use any Confidential Information except as expressly permitted under this Agreement, and will protect all Confidential Information in your care with the same degree of care that you use to protect your own confidential or highly sensitive information, which in all cases will be a reasonable level of care. If you are required to disclose Confidential Information pursuant to law or court order, you will notify us of the required disclosure with sufficient time for us to seek relief and, in any event, will only disclose that portion of the Confidential Information that is legally required to be disclosed.

Arbitration

Except for undisputed collections actions to recover fees due to us or any amounts that qualify for small claims court jurisdiction in our local jurisdiction, all disputes, claims, or controversies arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. **There is no jury involved in arbitration, and by agreeing to arbitrate you are agreeing to waive any right you may have to a trial by a jury.** The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") pursuant to the AAA's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in commercial contracts and information technology transactions. You and we cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will

determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

Miscellaneous

No Distributorship. You are a reseller, not a distributor, of Timus Products. Unless otherwise agreed by us in writing, we shall be the sole and exclusive provider of any Timus Products to End Users. You shall not appoint or engage any third party to act on our behalf as our agent, representative, or distributor to either purchase or sell Timus Products without our prior written consent.

Publicity. Either party may announce publicly that you and we maintain a reseller relationship, and you may state that you are an authorized reseller of Timus Products.

Audit. You shall maintain complete, clear, and accurate records relating to your activities under this Agreement ("Records"), and retain all Records for no less than two (2) years from the date(s) on which they were created. You will cooperate and permit us, or persons we designate, at our cost, to audit the Records to ensure your compliance with your obligations under this Agreement. Any such audit will be conducted during regular business hours and in such a manner as to not unduly interfere with your normal business activities. If the audit reveals that amounts due to us during the audited period were underpaid by five percent (5%) or more, you agree to immediately pay us the unpaid amounts as well as reimburse us for the reasonable costs of the audit.

Non-Exclusive. Our relationship with you is non-exclusive. As such, we may appoint other resellers for Timus Products, and you may sell licenses for third party products that compete with Timus Products.

Assignment. You shall not assign or transfer this Agreement to any third party without our prior written consent.

Amendment. This Agreement may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is initiated by us, and that specifically refers to this Agreement and is affirmatively accepted in writing (email or electronic signature is acceptable) by you.

Severability. If any provision in this Agreement is declared invalid by a court of competent jurisdiction or arbitrator, such provision will be ineffective only to the extent of such invalidity or unenforceability, and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.

Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

No Waiver. Any failure by Timus to enforce or insist upon compliance with any of the terms and conditions of this Agreement will not constitute a continuing waiver or agreement to waive such terms with respect to any other occurrences.

Merger. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements or understandings related to the subject matter herein; however, any payment obligations that you have or may have incurred under any prior or superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements unless they are explicitly set forth in this Agreement. **Marketing materials and promotional information available at our website (including but not limited to product descriptions, potential results, customer endorsements, etc.) are for illustrative or educational purposes only and are not intended to create, and will not be interpreted as creating, additional duties, requirements, service levels, or promises or guarantees of specific services or specific results.**

Force Majeure. Timus shall not be liable for delays or failures to perform its obligations because of circumstances beyond its reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by Reseller, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.

Notices. Where notice is required to be provided to a party under this Agreement, the notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if the message is sent to the last known email address. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.

Governing Law; Venue. This Agreement will be governed by, and construed according to, the laws of the state of Florida. You hereby irrevocably consent to the exclusive jurisdiction and venue of Miami-Dade County, Florida, for all non-arbitrable claims and causes of action with us that arise from or relate to this Agreement.

Subscription Terms and Conditions

Subscription Plans

Offerings Timus Networks offers several Subscription Plans for the provision of Timus Products, available on either a monthly or on a commitment term (usually annual) basis ("Subscription Plan"). There are three types of Subscription Plans:

- Monthly

- Annual with 12-month prepayment

- Committed Term (minimum of 12 months) with monthly payments

Billing Cycle The Timus Billing Cycle begins on the 1st of each month and ends on the last day of the month. Monthly Subscription Plans initiated mid-cycle will be prorated for the remainder of the Billing Cycle. For Committed Term or Annual Subscription Plans on monthly payment terms, the term begins with a prorated period for the initial partial month, followed by a 12-month or longer term starting at the beginning of the next Billing Cycle. Prepaid Annual Subscription Plans will be activated and the annual term will start once the payment is fully processed and confirmed, regardless of the monthly Billing Cycle.

All plans automatically renew unless canceled during the designated cancellation window.

Addition of New End-Users and Gateways to Existing Subscription Terms

Proration of Subscription Fees: Additional end-users and/or gateways can be added at any time during the subscription term. In such cases, the subscription fee for each addition will be prorated for the remainder of the first month, and then at the next billing cycle they will be added to the total amount for the remaining of the existing subscription term.

Co-Termination of Subscription Terms: All added end-user and gateway subscriptions will co-terminate with the existing subscription term. Upon the renewal of the subscription term, all end-user and gateway subscriptions (existing and newly added) will be renewed together for a new term.

Billing and Payment for Added End-Users: Additional charges for the newly added end-users will be invoiced and collected at the time of the addition.

Pricing Prices for each Subscription Plan depend on the duration and features included ("Price"). Timus Networks reserves the right to modify Subscription Plans and Prices at any time without prior notice. Changes will take effect upon the next renewal cycle. Additional or future services may be excluded from the Price at the discretion of Timus Networks.

Payment Initiation Subscription Plan Terms commence upon receipt of cleared payment. Any payment reversals will terminate the Subscription immediately and void any credits, discounts, or commitments offered by Timus Networks.

Terms of Payment

Payment Methods You must select a payment method—either credit card or ACH—for recurring charges, which renew automatically at the end of each Billing Cycle.

Minimum Monthly Commitment

Reseller acknowledges and agrees that failure to meet the Minimum Monthly Commitment shall not relieve Reseller of its payment obligations under this Agreement. In the event that the number of registered licenses or actual usage falls below the Minimum Monthly Commitment, Reseller shall remain liable for, and will be invoiced the full amount of, the Minimum Monthly Commitment as set forth in the then-current and active Quote Agreement. For clarity, if your Quote Agreement does not explicitly specify a Minimum Monthly Commitment, no such obligation shall apply unless a subsequent Quote Agreement expressly includes this commitment.

Tax Responsibility You are responsible for determining, collecting, reporting, and remitting the correct taxes to the appropriate tax authority. Timus Networks is not responsible for determining tax applicability or managing tax obligations related to your transactions. Sales, VAT, and other applicable taxes may be added to the Subscription payments as deemed necessary by Timus Networks. If required to withhold taxes, you must gross up the payment so that Timus Networks receives the full amount as if no withholding occurred.

Subscription Duration and Renewal

Renewal Policy Your Subscription Plan will renew automatically on the same Billing Cycle unless you cancel in accordance with the Subscription Cancellation Process accessible through your Tenant dashboard. Cancellations must be completed before the renewal date as described in the Cancellation Policy.

Satisfaction Guarantee Period

Timus Networks is committed to partner satisfaction and therefore offers a Satisfaction Guarantee Period, only where expressly provided in the applicable and fully executed Quote Agreement. During this period, if offered, the Reseller may terminate this Agreement without

penalty. The duration and specific terms of the Satisfaction Guarantee Period, if applicable, will be defined in the active Quote Agreement executed at the time of signing.

Terms of Cancellation During the Satisfaction Guarantee Period:

The Reseller must submit a written notice of cancellation (email is sufficient) within the Satisfaction Guarantee Period to the designated Timus Networks representative or to the party that issued the Quote Agreement.

The cancellation notice must include the Reseller's account information and a brief explanation of the reason for cancellation.

Upon timely receipt and approval of the cancellation request in accordance with the applicable Quote Agreement, the Reseller shall be eligible for either a refund or account termination, as detailed in the active Quote Agreement.

Following the expiration of the Satisfaction Guarantee Period, all cancellation and termination shall be governed by the standard terms set forth in this Agreement.

This Satisfaction Guarantee is intended to provide the Reseller with a defined evaluation period for Timus Networks' products and services while preserving contractual flexibility during the initial phase of engagement.

For clarity, unless a Satisfaction Guarantee Period is expressly included in your Quote Agreement, no such right exists under this Agreement.

Cancellation and Refund Policy

Monthly Subscription fees are non-refundable. Monthly Subscriptions will remain active until the conclusion of the current billing cycle following cancellation and will not renew thereafter. Annual Subscriptions may only be canceled without penalty during the Satisfaction Guarantee Period; following the expiration of this period, the Reseller shall remain fully liable for the minimum monthly commitment fees due for the remainder of the annual term, regardless of usage or early termination. To cancel an auto-renewal of an annual subscription, the Reseller must submit a request at least 30 (thirty) days before the commitment end date.

All refund requests must be submitted in writing to **support@timusnetworks.com** and must include the subscriber's account details and justification for the request.

Notwithstanding the foregoing, Resellers operating under agreements dated prior to 2025 may submit cancellation or refund requests based on prior terms in effect at the time of their original agreement, including partial refund requests as outlined in those agreements (e.g., within the first seven or thirty days), provided they remain in good standing with Timus. Timus may, in its sole discretion, approve such requests on a case-by-case basis.

General Terms

All payments under this Agreement are final. Unauthorized payment reversals will result in Timus Networks providing transaction details to payment intermediaries. You are obliged to settle any outstanding invoices even after Subscription Plan cancellation. Canceling a Subscription does not absolve you of any pending payments for the Subscription Period.

You expressly acknowledge and agree that use of the Timus Products, and any consequences thereof, are at your sole risk, responsibility, and liability.

The Service and Products that Timus Networks provides, including, but not limited to, the features thereof, may change from time to time without prior notice.

Your right to use the Timus Products shall terminate upon expiration of your Subscription Plan Term or upon your cancellation of any of your payments to Timus Networks. In addition, Timus Networks may stop (permanently or temporarily) providing Timus Products (or any features within the Timus Products) to you or to users generally, at Timus Networks' sole discretion, at any time and without liability or notice.

If Timus Networks permanently stops providing the Timus Products to you, then these Terms and Conditions shall be terminated, except for provisions which by their nature are intended to survive termination.

Timus Networks also retains the right to create limits on use for you or for users generally, at Timus Networks' sole discretion, at any time, and without liability or notice.

Legacy Resellers

Notwithstanding anything to the contrary herein, Resellers who entered into a Timus Reseller Agreement prior to 2025 may continue to operate under the terms of such prior agreement until the expiration or renewal of their current term. In cases where this Agreement conflicts with terms in a prior written agreement, the more recent Quote Agreement or mutually agreed upon written amendment shall govern. Nothing in this Agreement shall be interpreted to retroactively impose a Minimum Monthly Commitment, Satisfaction Guarantee terms, or revised refund and cancellation terms on Resellers operating under prior agreements, unless mutually agreed in writing through an updated Quote Agreement or amendment.