

## PARTNER PROGRAM AGREEMENT

THIS RESELLER AGREEMENT (THE "AGREEMENT") IS ENTERED INTO AS OF THE DATE THAT THE RESELLER AFFIRMATIVELY AGREES TO THE TERMS HEREOF BY CLICKING "I AGREE" AND/OR OTHER FORM OF CONSENT SUCH AS SELLING THE SERVICES OR SIGNING A CONTRACT (THE "EFFECTIVE DATE"). THIS AGREEMENT INCLUDES EXHIBITS A & B AND IS BETWEEN ZIXCORP SYSTEMS, INC., INCLUDING ANY OF ITS AFFILIATES (THE "COMPANY") AND RESELLER. RESELLER AGREES AND ACKNOWLEDGES THAT: (I) THE SERVICES MAY BE THE PROPRIETARY OFFERING OF EITHER ZIXCORP SYSTEMS, INC. OR ANY OF ITS AFFILIATES, SEPARATELY AND INDIVIDUALLY (COLLECTIVELY, "ZIX GROUP"); (II) THE SERVICES MAY BE PROVIDED BY THE APPLICABLE ENTITY WITHIN THE ZIX GROUP; AND (III) THE ENTITY WITHIN THE ZIX GROUP ACTING AS "ZIX" HEREUNDER SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR THE OBLIGATIONS OF "ZIX" HEREUNDER.

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

### 1 DEFINITIONS.

1.1 "Customer" shall mean an organization headquartered in the Territory or that conducts business in the Territory and that subscribes to use the Zix Software/Service for the benefit of its employees and other agents that reside in the Territory.

1.2 "Discount for Resale Solutions" shall mean the percentage discount noted on the Reseller Portal, if applicable, as may be increased or decreased by Zix in accordance with thirty (30) days notice.

1.3 "Intellectual Property" shall mean any and all intellectual property or proprietary rights of any kind, in any jurisdiction throughout the world, including, but not limited to, (a) patents, patent disclosures and inventions and all improvements thereto, and any reissue, continuation, continuation-in-part, divisional, extension or reexamination thereof, (b) rights in works of authorship, copyrights and copyrightable works, (c) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans, and other indicia of origin and all goodwill associated therewith (collectively "Trademarks"), (d) internet domain names, and rights in websites, universal resource locators, handles and/or other names and locators associated with the Internet, (e) registrations, applications for registration, and renewals of any of the foregoing, (f) trade secrets, know-how, technologies, databases, processes, techniques, protocols, plans, methods, formulae, recipes, discoveries, compositions, research and development information, algorithms, layouts, designs, drawings, industrial models, architectures, specifications, financial,

business and marketing plans and proposals, customer or supplier lists, price and cost information and other confidential information of any kind, and/or (g) all other intellectual property and proprietary rights whether registered, applied for, or at common law.

1.4 “Laws” shall mean all international, State and Federal laws, standards, guidelines, policies, regulations, and procedures, as amended, including but not limited to Regulation (EU) 2016/679, the General Data Protection Regulation.

1.5 “Performance Objective” shall mean the attainment by the Company of the minimum sales revenues (measured on an annual basis) from the license and sale of the Zix Software/Service noted in the Reseller Portal, if applicable. The Company may increase or decrease the Performance Objective set forth in the Reseller Portal, if applicable, in accordance with the terms noted therein.

1.6 "Protected Information" shall mean any information belonging to either Party or its affiliated, or associated companies not generally known to the public, including but not limited to, any information, data, or other material of either Party, regardless of form, whether oral or written, relating to, referring to, or evidencing any technology, processes, designs, patent applications, computer programs, supplier or customer lists, or any other financial or business information, or personal data (as defined under applicable laws) of the disclosing Party.

1.7 “Purchase Order” shall mean a purchase order from the Company in hardcopy or via an electronic order mechanism as specified by Zix.

1.8 “Registered Lead” shall mean an organization interested in purchasing Resale Solutions that the Company has identified to Zix and Zix has approved for registration. “Lead Registration Data” means data elements listed in Exhibit B that is required for submission of a lead. Zix may amend the Lead Registration Data elements from time to time or require other forms or documents in addition to the Lead Registration Data.

1.9 “Resale Solutions” shall mean the Zix Software/Service sold to and hosted by a Customer and provided to the Company at the Manufacturer’s Suggested Retail Price (“MSRP”) list price less the Discount for Resale Solutions, as indicated in the Reseller Portal.

1.10 “Reseller Portal” shall mean the website that Zix makes available to its resellers for (i) making available to reseller certain pricing, billing, and marketing information regarding the Zix Software/Services; and (ii) accessing technical support.

1.11 "Territory" shall mean the United States and Canada.

1.12 "Zix Software/Service" shall mean the Zix products and/or services listed in the Reseller Portal (each if applicable and if included from time to time), as amended

from time-to-time. Zix may change any price or discount in the Reseller Portal or add or delete products or services by giving at least 30 days' notice prior to the effectiveness of the new price, product list or other change.

1.13 "Zix's Standard Terms and Conditions" shall mean the standard terms and conditions available at [www.zix.com/terms](http://www.zix.com/terms) or [www.appriver.com/terms](http://www.appriver.com/terms) (as applicable).

## 2 APPOINTMENT; OBLIGATIONS OF THE COMPANY.

### 2.1 Appointment.

2.1.1 Resale Solutions. Zix appoints the Company as an authorized, non-exclusive reseller of the Resale Solutions in the specified Territory and in accordance with the additional terms listed in the Reseller Portal (if applicable and only if included from time to time), as amended from time-to-time. As an authorized Zix reseller, the Company agrees to use commercially reasonable efforts to locate potential Customers in the Territory to use the Zix Software/Service and to provide the support specified in Section 4. The Company shall not initiate or continue any sales efforts, contacts, or support efforts for Zix Software/Service outside the Territory without the prior written approval of Zix in each instance. If the Company is acting as a reseller and is selling the Resale Solutions pursuant to the Reseller Portal, then the Company will not be permitted to use Appointed Sub-Resellers (as defined below).

Upon request from Zix, the Company shall provide Zix with a list of Appointed Sub-Resellers, if any. Zix may, in its sole discretion, approve or reject Appointed Sub-Resellers submitted by Reseller. If Zix does not reject an Appointed Sub-Reseller within 30 days, it is deemed to be accepted. Should business circumstances change in the future (for example, an Appointed Sub-Reseller becomes a competitor of Zix), Zix may, on 60 days' prior notice to the Company, remove an Appointed Sub-Reseller from the Company's list.

2.2 Lead Registration. Zix, at its sole discretion, will approve a lead submitted by the Company based on the following criteria: (i) another reseller or Zix partner is not currently working on this account; (ii) a Zix named account executive is not currently working on the account; and (iii) the account is not an existing Zix customer. The Company will receive confirmation from Zix that the lead was approved or declined within five business days. For clarity, a lead may not be submitted directly by an Appointed Sub-Reseller (as defined herein). A Registered Lead shall be a Registered Lead for the time period indicated at the time of submission and Zix's acceptance. If there is no time period indicated at the time of submission, then the Registered Lead shall expire four months from the date the Registered Lead was accepted. Following the expiration of such time period,

the lead in question shall cease to be a Registered Lead for purposes of this Agreement, unless the parties otherwise mutually agree in writing. If another Zix reseller requests the same Registered Lead, the Company shall have 2 weeks, from the date of notification from Zix, to demonstrate to Zix that they are currently and significantly active with the Registered Lead in question. If the Company does not demonstrate the same to Zix in Zix's reasonable discretion, then the Registered Lead in question shall cease to be a Registered Lead for purposes of this Agreement and may be reassigned.

2.3 Contracts with Customers. The Company will contract directly with the Customers to provide the Zix Software/Service under terms consistent with the requirements of this section, and will place orders (as further described in Subsection 3.4) with Zix for those Customers with which the Company has contracted. Notwithstanding the foregoing, the Company and the Company's customers shall be governed by Zix's Standard Terms and Conditions and Service Level Agreement, as amended from time-to-time, and such Zix standard Terms and Conditions shall fully supersede and override any other terms relating to such Customer's subscription to the Zix Software/Service.

2.4 Restricted Customers. During the Term and any transition period following the expiration or termination of this Agreement, the Company shall not knowingly solicit (excluding general solicitations, publications and advertisements not specifically targeted to any existing Zix customers or their affiliated entities) to provide the Zix Software/Service to any existing Zix customers or their affiliated entities, or contract to provide the Zix Software/Service to any existing Zix customers or their affiliated entities. Notwithstanding the preceding sentence, if the Company desires to solicit (other than the permitted solicitations), or contract with, any of the Zix referenced customers (or affiliates), then the Company may contact Zix to discuss the matter, following which the parties might determine to negotiate a mutually agreeable resolution.

2.5 Provision of Zix Software/Service. During the Term, Zix will provide the Zix Software/Service to the Company and/or Customers for which the Company has placed an order with Zix to subscribe to the Zix Software/Service.

2.6 Billing; Collection of Accounts Receivable. The Company shall be responsible for billing to, and collecting from Customers for the use of the Zix Software/Service. The Company shall be obligated to pay Zix amounts owed to Zix hereunder or any orders placed with Zix regardless of whether or not the Company's Customers or Appointed Sub-Resellers actually pay the Company.

The Company understands that for a one year agreement for the Zix Software/Service being provided to the Customer, the Customer's annual subscription fee for year 1 shall be due and payable to Zix on the effective date of the order, unless otherwise agreed in writing with Zix for a specific Customer. The Company understands that for a multi-year agreement for the Zix Software/Service being provided to Customer, the Customer's annual subscription fees for year 2 and/or 3 shall be due and payable to Zix on the first and second anniversary of the

order (as described in Subsection 3.4 herein), unless otherwise agreed in writing with Zix for a specific Customer. For a multi-year agreement, if the Company collects payment for any future subscription year, the Company shall pay Zix for all such future subscription years within 15 days of receiving payment from the Customer. Zix may, upon thirty (30) days prior written notice, modify the payment terms to allow for monthly or quarterly billing.

2.7 Promotional Materials. Zix grants to the Company the limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license to use the "Zix" or "ZixCorp" name and Zix's product and/or service names or marks (collectively, the "Approved Marks") in the specified Territory solely for the purposes of performing its obligations under this Agreement, namely accurately identifying the Zix Software/Service the Company is marketing and/or reselling. The Company may not use any Zix Intellectual Property, including names or marks, other than the Approved Marks, without Zix's prior, written permission. The Company agrees to ensure that its use of the Approved Marks will not be likely to create the impression that Zix is affiliated with the Company or has sponsored, authorized, approved or endorsed the Company's business, any Company offer or any marketing, advertising or promotion thereof. Zix reserves all rights not expressly granted to the company under this Agreement. All materials referencing the Zix Software/Service distributed by the Company shall include Zix's brand name and product logos in a manner that is no more prominent than the Company's brand name and logos and will include proper attribution (e.g. "ZIX is a trademark of Zix Corporation") and such proprietary, trademark, service mark, and patent protection notices as Zix requires now or in the future, and may be subject to change during the term of this Agreement, all of which shall be within Zix's sole and exclusive discretion. All of the Company's promotional materials, including any materials the Company desires to use at the Company's cost, are to be submitted to Zix for approval prior to use. Absent Zix's express written approval such promotional materials shall not be used, published or disseminated in any manner or form. The Company must use all Approved Marks exactly as used by Zix to accurately identify the Zix Software/Service, in accordance with Zix's most current requirements as provided from time to time, whenever identifying the Zix Software/Service, including correct formatting and spelling; however, all such Approved Marks shall remain the sole and exclusive property of Zix. The Company will also clearly and prominently identify itself in all offers and advertising, marketing and promotional materials relating to this Agreement.

All use of Zix's Trademarks, including, but not limited to, the Approved Marks, by the Company shall inure to the benefit of Zix. Except as expressly permitted by this Agreement, the Company shall have no rights in or to the Zix's Intellectual Property, including the Approved marks, used by the Company or the goodwill associated therewith and the Company hereby acknowledges that it shall not acquire any rights, title, interest or goodwill in or to Zix's Intellectual Property, and that all such rights, title, interest and goodwill are, and shall always remain, vested in Zix. Any Intellectual Property rights developed by the Company in connection with or arising from the Zix Software/Service in the performance of its obligations under this Agreement shall vest in Zix, and to the extent that any such rights

do not automatically vest in Zix by this condition, the Company hereby assigns all such Intellectual Property rights to Zix and the Company shall take any and all further steps, at Zix's expense, as may be necessary to effect such assignment or otherwise assign such Intellectual Property rights to Zix.

The Company shall never take any action that is detrimental to, or prejudices, Zix's Intellectual Property, including, but not limited to its proprietary rights in, the distinctiveness or validity of, Zix's Trademarks, or the goodwill of Zix therein including, without limitation, filing for, or registering any, trademark, service mark, domain name, keyword or social media handle for, or similar to, any Zix Intellectual Property, including its brand name, trademarks, and product logos. Further, the Company will not use any Intellectual Property similar to or so resembling any Intellectual Property of Zix so as to be likely to cause confusion or deception. The Company will also not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property rights of Zix.

The Company agrees to allow Zix to use the Company's logos and trademarks in Zix promotional activities with respect to the Zix Software/Service. Zix shall have the right to identify the Company as a partner or reseller, as applicable, of the Zix Software/Service in its advertising and promotional materials, including listing the Company and Appointed Sub-Resellers on the Zix website.

2.8 Installations. The Company shall not perform on site server-based Zix Software/Service installations without the prior written approval of Zix.

2.9 Governmental Approvals. The Company shall be solely responsible for securing, and paying for, any governmental approvals required in connection with the licensing and use of the Zix Software/Service in the Territory (if outside the United States), including import and use licenses. Zix shall provide reasonable technical support directly to the Company in securing these governmental approvals. Zix shall not be required to provide direct technical support to Appointed Sub-Resellers.

2.10 Compliance with International Trade Laws and Screening Requirements. The Company must comply with all applicable U.S. and other laws restricting the use, import, export or reexport of Zix Software/Services, which may include cryptographic technology, data or information. In particular, the Company is responsible for implementing appropriate controls to ensure that it does not use, import, export or reexport Zix Software/Services (i) in or to Cuba, Iran, Syria, North Korea, or any other country that is or becomes subject to a comprehensive embargo or sanctions program administered by the U.S. government ("Prohibited Countries"); (ii) to a person or entity on the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List, the U.S. Commerce Department's Entity List or Denied Persons List, or any other similar U.S. government list of prohibited or restricted persons or entities ("Prohibited Person"); (iii) in contravention of U.S. Ukraine-/Russia related sanctions, including sectoral sanctions restrictions; or (iv) in furtherance of

prohibited nuclear, missile, chemical or biological weapons end-uses or other end uses restricted by the U.S. government.

2.11 Marketing Activity. During the Term of this Agreement, the Company, including Appointed Sub-Resellers, agrees to provide Zix with commitments to the marketing and distribution of Zix Software/Service that meet or exceed the Company's activities on behalf of the products of any Zix competitor. If a potential customer, which originated from a lead generated by Zix, indicates a preference for a competitive product/service, the Company shall not fulfill such order with a competitive product/service without first notifying Zix of the potential sales opportunity and providing the appropriate Zix representative an opportunity to meet the customer in an effort to effect a positive outcome in favor of the Zix Software/Service.

If requested by the Zix channel marketing team or their Zix channel account manager, the Company will consider participating in Zix marketing events. Marketing events may include webinars, personal demonstrations, referral URL's, educational campaigns, in-person events, videos and web buttons. The Company shall post the Zix logo and company description on their website, where other vendor partners are listed in a manner no more prominent than the Company's brand names and logos or other vendor partners' brand names and logos. The requirement for posting Zix information may be waived by the Zix Director, Channel Sales in writing (email acceptable) for the Company with website limitations. The Company agrees to keep the Zix logo and information up-to-date and in line with Zix brand standards; placements will be audited by the Zix marketing team to determine accuracy.

2.12 Sales Support. The Company will bear all expenses for its operation and staff. The Company shall maintain sufficiently trained sales and support staff to provide installation assistance and sales support for the Zix Software/Service. The Company agrees to provide Zix access to members of the Company's sales and support staff, at mutually agreed times, for the purpose of providing training in the sales, installation, operation and support of the Zix Software/Service. The Company agrees to complete sales training with respect to the Zix Software/Service within 30 days of the Effective Date of this Agreement. The Company also agrees to complete technical training of at least two (2) technical support representatives within 45 days of the Effective Date of this Agreement. The Company is responsible for training Appointed Sub-Resellers' sales and support staff, if any. Zix, at its discretion, may provide additional training to Appointed Sub-Resellers' sales and support staff.

2.13 Conferences. The Company agrees to confer quarterly at Zix's request on matters relating to market conditions, sales forecasting, product planning and updates, and promotional and marketing strategies and programs. Zix may request a plan relating to the business and anticipated revenues on a quarterly basis for the Zix Software/Service.

3 FEES.

3.1 Taxes; Duties; Customs Fees. The Company shall be responsible for payment of any fees, sales, use, gross receipts, value added, property or other taxes, duties, or customs fees that are levied on the sale, use, import, or license of the Zix Software/Service to Customers and its users, however designated, levied, or based by any authority (except any tax based on Zix's net income). The Company shall reimburse Zix for such taxes, duties, or customs fees whenever Zix is required by applicable law to pay them.

3.2 Payment Information. All payments to Zix hereunder shall be sent via wire transfer, check, or credit card as follows:

**Payment Remittance Address:**

ZixCorp Systems, Inc.  
Department #41359  
P. O. Box 650823  
Dallas, Texas 75265

**Domestic Wires:**

Beneficiary Name:	ZixCorp Systems, Inc.
Bank Name:	Bank of Texas
ABA Routing:	111014325
Account Number:	8093658622
Branch Address:	5956 Sherry Lane, Ste 100 Dallas, Texas 75225

-----  
**ACH Payment Information:**

Routing Number:	111014325
Account Number:	8093658622

-----

**International Wires:**

Beneficiary Name:	ZixCorp Systems, Inc.
Bank Name:	Bank of Oklahoma
SWIFT Code:	BAOKUS44
For Further Credit:	Bank of Texas
ABA Routing:	111014325
Account Number:	8093658622

Zix may change its payment instructions from time-to-time by notice given as provided herein. All monies owed under this Agreement are stated, and shall be paid, in U.S. dollars within 30 days of the date of invoice.



3.3 Audit Rights. Zix shall have the right, upon at least five business days prior written notice, to visit the Company's facilities, during normal business hours, and at its own expense, for the purpose of inspecting, reviewing, photocopying, and determining the adequacy of the Company's procedures for maintaining the confidentiality of Zix's confidential information and to otherwise audit, monitor and ensure compliance with the terms of this Agreement. All such audits shall be reasonable in scope and duration. Zix shall maintain the confidentiality of any information disclosed during an audit. For clarity, Zix's audit rights of this Subsection 3.3 extend to Appointed Sub-Resellers.

3.4 Orders. All Purchase Orders for Zix Software/Service submitted by the Company hereunder shall be deemed to be submitted pursuant to this Agreement, regardless of whether or not the Purchase Order specifically references this Agreement. Any preprinted or typed terms and conditions on the Company's Purchase Order that are additional to or different from or conflict with the provisions of this Agreement shall be deemed null and void. All Purchase Orders are subject to the written acceptance of Zix. All orders must identify the specific Zix Software/Service being ordered. Upon acceptance by Zix of any Purchase Order, such Purchase Order is not cancelable. Zix reserves the right to reject or cancel any Purchase Order placed by the Company, to refuse or delay shipment thereof, or to require payment prior to shipment, if the Company: (i) fails to make any payment as provided herein or under such other terms of payment as the Parties may agree upon; (ii) exceeds the credit limit established reasonably and in good faith by Zix; or (iii) is in material breach of this Agreement.

3.5 F.O.B. Point; Instructions. All prices for Zix Software/Service are quoted F.O.B. Destination. Zix shall bear sole responsibility for all freight and insurance costs relating to delivery to F.O.B. Destination. The Company shall bear sole responsibility for all other costs relating to shipment, including but not limited to, freight, taxes, insurance, special packaging requirements, and the like, and all fees, sales, use, gross receipts, value added, property or other taxes of any nature assessed upon or with respect to any items obtained hereunder. Zix may prepay costs to be borne by the Company and itemize those prepayments on the Company's invoice. Prices include Zix's customary packaging for shipment to F.O.B Destination.

3.6 Delivery. Delivery of such Zix Software/Service shall be effected by, and full risk of loss of such Zix Software/Service shall pass to the Customer upon delivery of the Zix Software/Service to the F.O.B. Destination.

3.7 Title. Title, ownership rights, and Intellectual Property rights in and to the Zix Software/Service materials, including the any appliances or any other hardware provided by Zix, as applicable, shall remain with Zix. The Zix Software/Service materials are protected by the copyright laws of the United States and international copyright treaties. As applicable, the Company agrees to exercise due care over any Zix-owned equipment and to return any Zix-owned equipment immediately upon expiration or termination of this Agreement. The Company additionally agrees to, at the expense of Zix, take all such steps

as Zix may reasonably require to assist Zix in maintaining the validity and enforceability of the Intellectual Property of Zix during the term of this Agreement. The Company shall promptly give notice in writing to Zix if it becomes aware of (a) any infringement or suspected infringement of Zix's Intellectual Property, or (b) any claim that the Zix Software/Service and/or Zix's Intellectual Property infringe the rights of any third party.

3.8 Company Tax Status. The Company shall provide Zix with a valid reseller tax certificate for each state in the United States in which the Company will be marketing Zix Software/Service. If a valid reseller tax certificate is not received by Zix for any state into which the Company sells Zix Software/Service, the Company will be responsible for paying all applicable sales and use tax in that state in the United States. For clarity, an Appointed Sub-Reseller is not required to provide Zix with a reseller tax certificate.

4 TECHNICAL SUPPORT. Zix will provide English language on-line help pages, accessible through the Reseller Portal. The Company will be responsible for providing all other necessary technical support and maintenance support to its customers, including any assistance they may require in installing the Zix Software/Service. Zix will provide to the Company modifications and enhancements to the Zix Software at such time as Zix makes them generally available. For clarity, Zix will not provide support, or distribute modification or enhancements directly to Appointed Sub-Resellers. Appointed Sub-Resellers will obtain all necessary support from the Company. At Zix's discretion, Zix may contact Appointed Sub-Resellers to resolve a Customer's technical problem.

## 5 TERM AND TERMINATION.

5.1 Term. This Agreement shall begin on the Effective Date and continue for a period of one year, unless terminated earlier as permitted herein. Thereafter, this Agreement shall continue for successive one-year renewal periods ("Renewal Term") until terminated in accordance with the terms hereof. The following sections of this Agreement shall survive its expiry or termination: Sections 2.3-2.4, 7-9.

5.2 Termination by Zix. This Agreement may be terminated by Zix by written notice to the Company upon the happening of any of the following: (a) a failure by the Company to pay to Zix any sum due and owing within 10 days after the date payment is due; (b) the Company licenses or attempts to license the Zix Software/Service outside the Territory without Zix's prior written approval; (c) the Company violates any applicable Laws, including but not limited to international treaties, trade agreements, trade policies, export/import regulations or laws or governmental decrees or requirements, or the Company is convicted of a criminal offense in any court of competent jurisdiction; (d) insolvency or the adjudication of bankruptcy or the petition for or consent to or becoming subject to any relief under any bankruptcy, reorganization or moratorium statutes or similar debtor relief laws by or of the Company; (e) a breach by the Company of Sections 6, 7 or 8 of this Agreement; (f) any material breach by the Company of any other provision of this Agreement that is not cured within 30 days after written notice by Zix to the Company specifying the

alleged breach in reasonable detail; or (g) failure to meet the Performance Objective, if applicable. Upon termination of this Agreement, the Company shall cease endorsing, promoting, marketing or otherwise distributing the Zix Software/Service and shall immediately provide Zix with all originals and copies of the Zix Software/Service, promotional materials, marketing literature, written information, reports and Zix's confidential information. The Company is not entitled to a refund or set-off for any fees, charges or other monies paid to Zix for any reason.

5.3 Termination by the Company. This Agreement may be terminated by the Company by written notice to Zix upon the happening of any of the following: (a) insolvency or adjudication of bankruptcy or the petition for or consent to or becoming subject to any relief under any bankruptcy, reorganization or moratorium statutes or similar debtor relief laws by or of Zix; (b) any material breach by Zix of this Agreement that is not cured within 30 days after written notice by the Company to Zix specifying the alleged breach in reasonable detail; (c) Zix violates any international treaties, trade agreements, trade policies, export/import regulations or laws or governmental decrees or requirements of the United States or is convicted of a criminal offense in any court of competent jurisdiction; or (d) a breach by Zix of Section 7 of this Agreement.

5.4 Termination by Either Party. Either Party may terminate this Agreement for convenience by giving the other Party 30 days' prior written notice.

5.5 Effect on Payments. Upon the expiration or termination of this Agreement, and provided an invoice is not being validly disputed, the Company will pay to Zix all fees payable to Zix as outlined in Section 3 or the Reseller Portal that have not yet been paid.

6 COMPLIANCE WITH LAWS. Each Party agrees that it will comply with all applicable Laws and will adhere to a code of conduct. Also, if the Territory covers territories outside of the United States, then the Company shall also comply with the requirements of the U.S. Foreign Corrupt Practices Act, as outlined in Exhibit A attached hereto.

## 7 CONFIDENTIALITY AND USE OF PROTECTED INFORMATION.

7.1 Nondisclosure. Each Party shall keep in strict confidence any and all Protected Information. Furthermore, each Party shall not directly or indirectly disclose such Protected Information or make it available for any purpose to any person or entity other than bona-fide employees of such Party or its wholly owned subsidiaries who have a legitimate "need to know." Each Party shall also require such personnel, by written agreements with such personnel, to keep in confidence, not disclose or make available to any other person, or use any such Protected Information. In no event shall any disclosure of Protected Information be made to any competitor, actual or potential, of the other Party in any applications market. Each Party shall hold any and all Protected Information in strict confidence and protect that Protected Information from disclosure to unauthorized persons

using the same care such party uses to protect its own Protected Information of like importance, but not less than reasonable care.

7.2 Exceptions. The Party receiving Protected Information of the other Party shall have no obligation under Subsection 7.1 with respect to "Protected Information," except personal data, which shall always be treated as Protected Information, that: (a) is or becomes part of the public domain through no wrongful act of the receiving Party; (b) is or becomes known to receiving Party (from a source other than the disclosing Party) without the source violating any duty to the disclosing Party or any confidentiality restriction on subsequent disclosure or use; or (c) is disclosed pursuant to any judicial or governmental requirement or order; provided that, the Party proposing to make the disclosure gives the other Party sufficient prior written notice (to the extent legally practicable or permissible) in order to contest such requirement or order.

7.3 Use. A Party shall not directly or indirectly use Protected Information for any purposes other than those provided for under this Agreement.

7.4 Copies; No Rights. Each Party shall reproduce Protected Information of the other Party only to the extent necessary for fulfilling its obligations under this Agreement. All Protected Information, including copies thereof, shall remain the property of the disclosing Party and, except where prohibited by an ongoing legal retention obligation, shall be immediately destroyed or returned to the disclosing Party upon the written request of the disclosing Party or upon any termination of this Agreement, whichever occurs first. To the extent such information has been destroyed, upon written request, the receiving party shall promptly confirm in writing its compliance with such provision. Neither this Agreement nor the disclosure or receipt of Protected Information shall constitute or imply a grant of any rights, by license or otherwise, in any Protected Information disclosed to the receiving Party by the disclosing Party.

8 PRIVACY; LAW ENFORCEMENT REQUESTS FOR CUSTOMER DATA. Reseller agrees to comply with all applicable legal requirements regarding privacy and data protection.

9 GENERAL.

9.1 Assignment. The Company shall not without the prior written consent of Zix assign or attempt to assign this Agreement or any of its rights hereunder or delegate any of its duties hereunder. For the purposes of this Subsection, a change in controlling ownership of the Company shall be deemed to be an assignment hereunder. Any attempted assignment in violation of the preceding sentences shall be void and ineffective for all purposes. Zix may at any time assign all or any part of its rights under this Agreement to any person, including any other Zix authorized distributor or reseller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

9.2 Patents; Marks. The Company acknowledges and agrees to the validity of all Intellectual Property owned by Zix and its affiliates. The Company shall take no action to challenge the validity of any Intellectual Property, including but not limited to any patent, copyright, trademark, service mark, or trade dress right or applications, registrations or issued patents therefor, owned by Zix or its affiliates, and Zix may terminate this Agreement upon notice to the Company in such event. The Company will not file for, register, or use any Intellectual Property of Zix, including, but not limited to any , name, mark, keyword or social media handle incorporating, or similar to, any of Zix's Intellectual Property, including its trademarks, service marks, domain names, social media handles, logos or the like, except as expressly authorized by this Agreement.

9.3 Relationship of Parties. The relationship between Zix and the Company hereunder is that of independent contractor. Nothing herein shall be construed to constitute the Company an agent, licensee, employee or consignee of Zix, nor a partner or joint venture with Zix. Neither Party shall, in its contractual relationships with third parties or otherwise, represent or imply that any agency, licensee, employee or consignee relationship exists between the parties or that either Party is a partner or joint venturer of the other Party.

9.4 Force Majeure. Neither Party shall be held responsible for any delay in performance hereunder arising out of causes beyond that Party's control and without that Party's fault or negligence. Such causes may include, by way of example and not limitation, force majeure, fire, strikes, unavailability of parts, embargoes, governmental requirements or actions of civil or military authorities, acts of nature or of the public enemy, inability to secure material or transportation facilities, or acts or omissions of carriers or breach by the other Party of its obligations. Notwithstanding the foregoing, each Party reserves the right to terminate this Agreement under Subsections 5.2 or 5.3, as applicable, if the other Party fails to perform its obligations hereunder due to an act of force majeure.

9.5 Limitation on Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY NATURE ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER LIABILITY ARISES IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNIFICATION, OR OTHERWISE. IN ADDITION TO THE FOREGOING, ZIX'S MAXIMUM AGGREGATE LIABILITY TO THE COMPANY ARISING UNDER THIS AGREEMENT OR RELATING TO THE PROVISION OF THE ZIX SOFTWARE/SERVICE TO THE COMPANY UNDER ANY THEORY OF RECOVERY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE COMPANY TO ZIX UNDER THIS AGREEMENT WITHIN THE ONE-YEAR PERIOD PRECEDING THE ASSERTION OF A CLAIM BY THE COMPANY. NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR INJURY OR DEATH ARISING FROM EITHER PARTY'S NEGLIGENCE OR BREACH OF CONFIDENTIALITY UNDER SECTION 7, OR COMPANY'S BREACH OF ITS PRIVACY OBLIGATIONS UNDER SECTION 8 OR INDEMNIFICATION OBLIGATIONS UNDER SUBSECTION 9.12.

9.6 Governing Law; Authority. This Agreement shall be governed by the laws of the state of Texas (without regard to its choice of law rules). The parties expressly exclude the applicability of the Convention on Contracts for the International Sale of Goods. The Company agrees to submit to the personal jurisdiction of any court of competent subject matter jurisdiction in the state of Texas. If there is a foreign language translation of this Agreement, the English version shall be the governing language.

9.7 Severability; Captions. If any provision of this Agreement is deemed to be unlawful or unenforceable, such provision shall be deemed severable, and the other provisions shall remain in full force and effect. The failure of either Party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of that right or any other right in this Agreement. If there is a conflict between any part of this Agreement and any present or future law, this Agreement shall be curtailed only to the extent necessary to bring it within the requirements of that law. The headings herein are provided for ease of reference only and are not to be used in interpreting the provisions of this Agreement.

9.8 Notices. All official notices, requests, demands, reports or other communications pursuant to this Agreement shall be given by prepaid certified mail, return receipt requested, or personally delivered to the respective parties at the addresses set forth below:

If to:	ZixCorp Systems, Inc.	If to:	_____
	2711 N. Haskell Avenue		_____
	Suite 2200, LB 36		_____
	Dallas, Texas 75204-2911		_____
	USA		
	Attn: Legal Department	Attn:	_____
	Tel: (214) 370-2000	Tel:	_____
	Fax: (214) 515-7385	Fax:	_____

Such notices shall be deemed given when received by the other Party. A Party may change its designee for receiving notices hereunder by giving notice of the new designee in the manner stated.

9.9 Entire Agreement; Third-Party Beneficiaries. This Agreement, including the exhibits attached hereto, constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof. No modification to this Agreement will be binding upon the parties unless acknowledged in writing by their duly authorized representatives. There are no third-party beneficiaries of this Agreement.

9.10 Public Statements. Upon the execution of this Agreement, each Party has the right to issue a press release pertaining to this Agreement. Each Party will give the other Party a reasonable opportunity to review and comment on the press release prior to issuance.

9.11 Remedies. Each Party agrees that in the event of any threatened or actual breach by the other Party of any of its obligations under Section 7, the aggrieved Party will suffer irreparable harm and that monetary damages will be inadequate to compensate the aggrieved Party for such breach. Accordingly, each Party agrees that the aggrieved Party will, in addition to any other remedies available to it at law or in equity, be entitled to seek preliminary and permanent injunctive relief to enforce any such breach of the terms of this Agreement. Each Party further agrees that all of its obligations under Section 7 shall survive and continue after termination of this Agreement for any reason.

9.12 Indemnification. Each Party shall indemnify, defend and hold harmless the other and its officers, employees, directors, shareholders, suppliers and agents, from any losses, claims, demands, actions, causes of action, suits, costs, attorney's fees, damages, expenses, compensation, penalties, liabilities or obligations of any kind (collectively, "Losses") asserted by a third party that arise out of or relate to the indemnifying Party's (i) failure to comply with applicable Laws or (ii) failure to comply with the terms of this Agreement. In addition, Company shall indemnify, defend and hold harmless Zix its officers, employees, directors, shareholders, suppliers and agents, from any Losses that arise out of or relate to Company's sale or distribution of any Zix Software/Services.

9.13 Further Assurances. The Company, and the person signing on behalf of the Company, represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval, and that entering into this Agreement does not violate any other obligation to which it may be subject.

9.14 Rules of Construction; Multiple Counterparts. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. This Agreement may be executed in multiple counterparts that, together, shall be deemed a single binding agreement.

**TO BE COMPLETED BY THE COMPANY:**

The Company contact for business matters:      The Company contact for technical matters:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

The Company "Bill-To" contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**EXHIBIT A**  
**COMPLIANCE WITH FOREIGN CORRUPT PRACTICES ACT**

1. Compliance With U.S. Foreign Corrupt Practices Act. In connection with performing its obligations under this Agreement, the Company agrees that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, gift, promise to give, or authorize the giving of anything of value to:

(i) any foreign official, foreign political party or official thereof, or any candidate for foreign political office for purposes of:

(a) influencing any act or decision of such official, political party or official thereof, or candidate in his or its official capacity; or

(b) inducing such official, political party or official thereof, or candidate to do or omit to do any act in violation of the lawful duty of such official, party or official thereof, or candidate; or

(c) inducing such official, party or official thereof, or candidate to use his or its influence with a foreign government or any instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

(ii) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of accomplishing the prohibited acts in Subsection (i) above.

2. Permitted Exceptions. The above does not prohibit the Company from:

(i) making a payment, gift, offer, or promise of anything of value that is lawful under the written laws and regulations of the country of the foreign official, political party, party official or candidate to whom such payment, gift, offer or promise was made; or

(iii) making a payment, gift, offer, or promise of anything of value that is a reasonable and bona fide expenditure, such as travel and lodging expenses, incurred by or on behalf of a foreign official, political party, party official, or candidate and is directly related to (a) the promotion, demonstration, or explanation of Zix's or the Company's products or services or (b) the execution or performance of a contract with a foreign government or agency thereof.

**EXHIBIT B**  
**DATA ELEMENTS REQUIRED FOR LEAD SUBMISSION**

Data Required for Submission of Lead:

Company Name  
Address  
City/State/Zip

Lead Technical Contact  
Name  
Title  
Phone Number

Lead Decision Maker  
Name  
Title  
Phone Number

Opportunity  
Product Preference  
Total Number of Users  
Type and estimated value of Services  
Forecasted Close Date for the Purchase  
Lead Registration Period (if other than 4 months)

The Company  
The Company Name  
Lead submission date  
Contact at the Company  
Name  
Phone Number