



Invoice

Customer 6875	Invoice No 67234	Date 30/Nov/2014	Page 1 of 1
Sales Order: 32135			

Bill To: Tom Green County
112 West Beauregard Avenue
SAN ANGELO, TX 76903

Ship To: Tom Green County
112 West Beauregard Avenue
SAN ANGELO, TX 76903

Attn: Justin Thornton (325) 659-6516

Customer Grp/No.	Customer Name	Customer PO Number	Currency Code	Terms	Due Date
1 6875	Tom Green County	SA11212014	USD	NET30	Dec/30/2014

No.	SKU Code/Description/Comments	Tax Type	No. of Users	Units	Rate	Disc %	Extended
1	104201 ZixGateway Corporate License on Virtual Service Start: 24/Nov/2014, End: 23/Nov/2015	SE	149	1.00	8,146.25	0.00	8,146.25
2	103201 ZixGateway Corporate Virtual Environment Service Start: 24/Nov/2014, End: 23/Nov/2015	SE	1	1.00	0.00	0.00	0.00
3	105301 ZixPort Corporate Service Start: 24/Nov/2014, End: 23/Nov/2015	HT	1	1.00	1,629.25	0.00	1,629.25
4	Tax (Type - HT)						0.00
5	Tax (Type - SE)						0.00

AR Contact: acctrec@zixcorp.com
Remit to: Dept 41359
P.O. Box 650823
Dallas, Tx 75265

Subtotal	9,775.50
Sales Tax	0.00
Invoice Total	9,775.50
Payment Received	0.00
Balance if paid by 12/30/2014	9,775.50



Services Agreement

2711 N. Haskell Ave, Suite 2300
Dallas, TX 75204
Phone (214) 370-2000 Fax (214) 584-4904

ZixCorp reserves the right to change prices if not signed
on or before Friday, November 21, 2014

Version: 10/14/2014

Bill to:
Tom Green County
112 West Beauregard Avenue

Ship to:
Tom Green County
112 West Beauregard Avenue

San Angelo, TX 76903
United States
Attn: Justin Thornton

San Angelo, TX 76903
United States
Attn: Justin Thornton

Cust. PO: None
Est. Install:

Acct Exec.: Lira, Kayvan
Order Type: Renewal
Date: November 21, 2014

Item	Qty/ Seats	Product	Version	Description	Term (mos.)	Price	Ext. Price
	Year 1						
1	149	ZixGateway	Corporate	First year total ZixGateway Virtual with ZixDirect	12	9,775.50	9,775.50
2	149	ZixPort	Corporate	ZixPort Corporate Encryption Service	12	9,775.50	
3	1	PSO	Service	Content Scanning Lexicons & Updates	12		
4	1	PSO	Service	Hardware/Software Maintenance & Support	12		
5	1	PSO	Service	Administrator Training	12		
6	1	PSO	Service	ZixMobility	12		
7	1	PSO	Service	Best Method of Delivery	12		
8	1	PSO	Service	Basic Policy Management Support	12		
9	1	PSO	Service	Managed PKI Services	12		
10	1	PSO	Service	Help Desk Services	12		
11	1	PSO	Service	ZixReporting Services	12		
Subtotal							9,775.50

Version: 10/14/2014

**** Do not pay, this is not an invoice ****

Total \$ **9,775.50**

Special Terms:

All amounts are due upon execution of this Services Agreement as described on page 2, Item 1, 'Invoicing and Payment'. Customer agrees to participate in marketing initiatives, including but not limited to, (a) public customer listing; and (b) joint press release. Check here if prior approval is required for a joint press release.

Special Handling:

SCF
Initials

1. **Invoicing & Payment.** ZixCorp Systems, Inc. ("ZixCorp") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and Customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below, Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Annual subscription fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier, on the date the installation is completed and/or the services are initiated and made available to Customer.

- A. Issue Invoice.
- B. Initiate Credit Card Payment (must complete authorization form found at the end of the services agreement.)

2. **Taxes; F.O.B.** Upon presentation of invoices by ZixCorp, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on ZixCorp's net income). Products are sent F.O.B. shipping location.

3. **Please verify and update billing address and contact information**

Billing Address:
112 West Beauregard Avenue

Purchase Order No.: None
(If P.O. No. provided, please attach copy of P.O.)

San Angelo, TX 76903
United States

Billing Contact Information

Name: Justin Thornton
Phone: (325) 659-6516
Email: Justin.Thornton@co.tom-green.tx.us

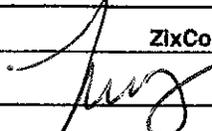
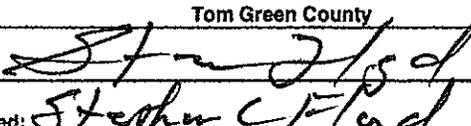
Technical Admin. Contact Information

Name: Justin Thornton
Phone: (325) 659-6516
Email: Justin.Thornton@co.tom-green.tx.us

4. **SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (If no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

- A. Invoice sales tax to Customer.
- B. Customer is a tax exempt organization (please attach a state tax exemption certificate to contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on invoice.

5. Our agreement includes the Terms and Conditions provided with this Services Agreement or as referenced in the Special Terms.

ZixCorp Systems, Inc.		Tom Green County	
By: 		By: 	
Printed: Michael W. English		Printed: Stephen C. Floyd	
Title: CFO	Date: 12-1-14	Title: County Judge	Date: 11-21-14

TERMS AND CONDITIONS

These Terms and Conditions describe the terms and conditions under which ZixCorp Systems, Inc. ("ZixCorp" or "we") provides to the company signing the Services Agreement ("you" or "Customer") a subscription to use ZixCorp secure messaging services described in the Services Agreement ("Subscription Services") including the related computer software ("Software") documentation ("Documentation") and equipment made available by ZixCorp.

1. Subscription Services. So long as Customer has paid the Fees, ZixCorp will provide the Subscription Services, subject to the Documentation, to which Customer has subscribed. ZixCorp will also provide you with support services for the Software and Subscription Services ("Support Services") as set forth in ZixCorp's standard Service Level Agreement.

2. Subscription Materials. You have a non-exclusive subscription and right, subject to the terms and conditions of this Agreement, to use the Documentation and the executable form of the Software in connection with your subscription to the Subscription Services. The Software and the Documentation are collectively referred to as the "Subscription Materials." You may use the Subscription Materials and equipment provided by us only so long as you have paid the applicable fees for Subscription Services to which the Subscription Materials relate. The fees for the Subscription Services ("Fees") are specified in the Services Agreement to which these terms and conditions are attached and are non-refundable, except as provided in Sections 5 and 7.

3. Other Rights and Limitations. You shall not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

Subscription Services are for use only with Customer's normal business e-mail traffic. You shall not use Subscription Services (a) for email that would violate any law or (b) unless specifically licensed by us, to encrypt application-generated (bulk) emails or for inbound content scanning. For ZixAccessSM subscriptions, Customer is licensed to use the Subscription Services only for inbound decryption of messages from other ZixCorp customers, for outbound encryption of replies to those customers, and for content scanning and compliance alerts on outbound email. ZixCorp's standard Service Level Agreement further describes the ZixAccess service. If you are licensed for the virtualized version of the Software, you may operate an unlimited number of instances of the Software at a single physical location.

You may use your Subscription Services for your affiliated companies' personnel. You may freely transfer this Agreement in connection with any acquisition of your business or assets so long as the transferee is bound by the terms of this Agreement.

ZixCorp may terminate this Agreement upon written notice to you if you materially breach this Agreement or any other agreement between you and ZixCorp. Upon termination, you agree to (i) discontinue use of the Subscription Services; (ii) remove Subscription Materials from all computers and servers; and (iii) destroy or return to ZixCorp all archived copies of the Subscription Materials.

The Subscription Materials are subject to U.S. and foreign export control laws. You must comply with all laws restricting the use, import, export or reexport of the Subscription Materials. You represent and agree that (1) you are not located in, and the Subscription Materials will not be accessed from, released in, or transferred or provided to Cuba, Iran, Sudan, Syria, North Korea, or any other country subject to an embargo or sanctions program administered by the U.S. government (Prohibited Countries); (2) you are not, and the Subscription Materials will not be accessed by, released to, or transferred or provided to a foreign national of a Prohibited Country or any person or entity on the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Entity List or Denied Persons List, or any other U.S. government list of prohibited or restricted persons or entities; and (3) you will not use the Subscription Materials in connection with prohibited nuclear, missile, chemical or biological weapons end-uses, or other end uses restricted by the U.S. government.

4. U.S. Government: Rights; Acknowledgements. The Subscription Materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions: if supplied to the Department of Defense, the Subscription Materials are "Commercial Computer Software"; if the Subscription Materials are supplied to any other government unit or agency, the government's rights in the Subscription Materials are defined in Clause 52.227-19(c)(2) of the FAR, but if the Subscription Materials are supplied to NASA, the government's rights are defined in Clause 1852.227-86(d) of the NASA supplement of the FAR.

ZixCorp Systems, Inc., a wholly-owned subsidiary of Zix Corporation, 2711 North Haskell Avenue, Suite 2200, LB 36, Dallas, Texas 75204-2960, is the manufacturer of the Software, and provider of the Subscription Materials and the Subscription Services.

5. Limited Warranty. ZixCorp warrants that the Software and Subscription Services will perform substantially as set forth in the Documentation. ZixCorp's only liability or responsibility with respect to this limited warranty is to make commercially reasonable efforts to resolve performance deficiencies as set forth in ZixCorp's standard Service Level Agreement. If ZixCorp is unable to remedy a material performance deficiency, you may terminate your subscription upon 5 days' written notice to ZixCorp. We shall refund a pro rata portion of your prepaid annual subscription Fees for the period following the later of the effective date of termination or the date you cease using the Subscription Services. This is your sole remedy. To the maximum extent permitted by applicable law, we on our behalf and on behalf of any of our contractors, suppliers, and other parties who may be associated with providing the Subscription Services, Subscription Materials and Support Services (the "Disclaiming Parties") disclaim all warranties with respect to your use, or a Disclaiming Party's provision, of the Subscription Services, Subscription Materials and Support Services. Other than a warranty of title and the limited warranty provided in this Section 5, the Subscription Services, Subscription Materials and Support Services are provided "as is," "as available" without warranties of any kind, either expressed or implied, including implied warranties of merchantability and fitness for a particular purpose. This limited warranty gives you specific legal rights. You may have others, which vary by jurisdiction. Some jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply to you.

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6. Limitation of Liability. To the maximum extent permitted by law, neither you, on the one hand, nor we or any of the Disclaiming Parties, on the other hand, will be liable to the other or any third party for any indirect, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Subscription Materials or Subscription Services or Support Services. In all events, our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Subscription Materials or Subscription Services or Support Services will not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for that calendar year. Our limits of liability apply regardless of the type of claim brought, including negligence. This limit of liability applies to all of our agreements with you that relate to Subscription Services notwithstanding any contrary wording. Some jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you. The limitations in this section do not apply to our indemnity described in Section 7.

7. Intellectual Property Indemnity. To our knowledge, your use of the Subscription Services and Subscription Materials in accordance with this Agreement will not infringe any patent of any third party. If you give us prompt notice of a legal action which alleges that your use of the Subscription Services and Subscription Materials, or any portion thereof, infringes any patent of any third party, ZixCorp will do one or more of the following at its sole option and expense: (i) defend, indemnify and hold you harmless from that legal action; or (ii) procure for you the right to use the Subscription Services and/or Subscription Materials without infringing any patent of any third party; or (iii) modify the Subscription Services and Subscription Materials, without impairing in any material respect their functionality or performance, so that your use of them does not infringe any patent of any third party; or (iv) refund to you the portion of the Fees paid under this Agreement that relates to the period during which the claim of infringement prevented your use of the Subscription Services and Subscription Materials. You must immediately discontinue your use of the allegedly infringing Subscription Services and Subscription Materials upon written notice from ZixCorp that it elects the remedies described in clauses (iii) or (iv) above. ZixCorp's obligations under this section do not apply if the alleged infringement arose from: (a) your modification of the Subscription Services and Subscription Materials, unless that modification was approved in writing by ZixCorp; or (b) your use of the Subscription Services and Subscription Materials in combination with products, software, or services not supplied or approved in writing by ZixCorp; or (c) your use of the Subscription Services and Subscription Materials not in accordance with this Agreement; or (d) your use of the Subscription Services and Subscription Materials after ZixCorp recommended you stop that use because of possible or actual infringement of any patent of any third party; or (e) your use of a superseded or altered release of Subscription Services and Subscription Materials if the infringement would have been avoided by use of a current or unaltered release made available to you.

8. Title. Title, ownership rights, and intellectual property rights in and to the Subscription Materials remain with

ZixCorp. The Subscription Materials are protected by the copyright laws of the United States and international copyright treaties. We reserve the right to display our name and logo in an unobtrusive location in the browser window for any ZixPort secure message portal and in messages that we transmit for you. Title and ownership of equipment we provide with the Subscription Services remains with us. You shall exercise due care over our equipment in your custody. You shall return our equipment at your expense immediately upon termination of this Agreement or pay our then-current replacement charge for any equipment you do not return.

9. General. This Agreement, including any attachments, represents the complete agreement concerning this subscription service arrangement between the parties and supersedes all prior agreements and representations between them. No conflicting or supplemental pre-printed provisions on Customer forms (including without limitation shrink wrap terms, terms on purchase orders or invoices) will be binding on the parties. This Agreement can only be amended by mutual written agreement. If any provision of this Agreement is held to be void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. This Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law. The application of the U.N. Convention on Contracts for the International Sale of Goods is expressly disclaimed. In any action to enforce this Agreement, the prevailing party will be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation.

10. Canada Residents. If you obtained the Software in Canada, then you agree to the following: The parties hereto have expressly required that the present Agreement be drawn up in the English language. / Les parties aux présentes ont expressément exigé que la présente convention et ses Annexes soient rédigées en langue anglaise.

11. SOC3/SysTrust Certified Operations. Our Subscription Services operations are independently audited annually by an independent accounting firm. ZixCorp has earned the American Institute of Certified Public Accountants SOC3/SysTrust certification for demonstrating for the previous twelve months the effectiveness of industry best practice controls in the areas of security, confidentiality, availability, and integrity of the Subscription Services. A copy of the certification requirements and the most recent accounting firm report with respect to ZixCorp's SOC3/SysTrust compliance is available from the ZixCorp website, www.zixcorp.com, by clicking on the SOC3/SysTrust certification seal. Customer agrees to accept the accounting firm's report as reasonable assurance that ZixCorp's Subscription Services operate at the requisite level of security, availability, integrity, and confidentiality, and will not require additional customer-initiated audits or questionnaires covering areas addressed by this certification. AICPA Service Organization Controls Report (SOC2, formerly known as SAS70 Type 2 report) is also available upon request.

ZixCorp will, as an email encryption service provider, implement and maintain appropriate security measures to protect personal information which are consistent with Massachusetts 201 CMR 17.00 (Standards for the Protection of Personal Information of Residents of the Commonwealth) and applicable federal regulations.

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