



Zang Sales Representative Agreement v2

Updated March 19, 2018

IMPORTANT – READ CAREFULLY BEFORE ACCEPTING THIS AGREEMENT.

BY CLICKING THE “ACCEPT” CHECKBOX, APPLYING TO PARTICIPATE AS A ZANG SALES REPRESENTATIVE, SIGNING THE AGREEMENT OR ACCESSING OR USING THE ZANG SALES REPRESENTATIVE PROGRAM PORTAL, YOU (HEREINAFTER REFERRED TO INTERCHANGEABLY AS “YOU” OR “YOUR” AND “**REPRESENTATIVE**”) AGREE TO THESE TERMS AND CONDITIONS (“**AGREEMENT**”) BETWEEN YOU AND ZANG, INC. (HEREINAFTER REFERRED TO INTERCHANGEABLY AS “**ZANG**”, “**WE**” OR “**OUR**”). THE AGREEMENT SHALL BECOME BINDING ONCE YOU RECEIVE AN EMAIL CONFIRMATION FROM ZANG INDICATING THAT YOU HAVE BEEN ACCEPTED TO PARTICIPATE IN THE ZANG SALES REPRESENTATIVE PROGRAM AS A SALES REPRESENTATIVE (THE “**EFFECTIVE DATE**”).

YOU REPRESENT THAT YOU ARE A CORPORATION OR OTHER BUSINESS ENTITY VALIDLY EXISTING AND IN GOOD STANDING AND THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THIS AGREEMENT, SELECT THE “DECLINE” BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT SEE A “DECLINE” BUTTON ON THE SCREEN, THEN PLEASE SELECT THE “CANCEL” BUTTON (OR OTHER EQUIVALENT OPTION). YOUR ELIGIBILITY TO PARTICIPATE IN THE ZANG SALES REPRESENTATIVE PROGRAM IS EFFECTIVE AS OUTLINED BELOW IN SECTION 2.2 (“**ELIGIBILITY**”).

BACKGROUND

Zang offers cloud-based communications solutions to business customers.

Representative wishes to promote and market Zang Solutions to potential customers in accordance with Zang’s Sales Representative Program which can be accessed at the following site (or such successor sites as designated by Zang): <https://store.zang.io/partners/sales> (“Program”) and the terms of this Agreement;

Zang wishes to engage Representative as an independent sales representative to promote, market and solicit orders for Zang Solutions in the Territory, subject to the terms and conditions of this Agreement; and

The parties hereby agree as follows:

1. **Definitions.** Capitalized terms have the meanings set forth or referred to in this Section, or in the Section in which they first appear in this Agreement.
 - 1.1. “**Agreement**” has the meaning set forth in the preamble.
 - 1.2. “**Affiliate**” means, with respect to either party to this Agreement, any direct or indirect subsidiary or an entity, present or future, all of which are controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, “control” means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing.
 - 1.3. “**Commission**” has the meaning set forth in Section 9.
 - 1.4. “**Customer**” means a purchaser, except for an Excluded Customer, that has contracted for a Solution through the sales efforts of Representative under this Agreement.
 - 1.5. “**Excluded Customer**” means a Zang customer who: (a) has submitted an order for any Zang Solution in the twelve (12) month period prior to the time the order is placed for which a Commission sought, other than orders which would otherwise be Qualified Sales; (b) is a Governmental Authority; (c) located outside the Territory; or (d) is an organization or corporation that directly handles Personal Health Information (PHI) or Personal Health Records (PHR).
 - 1.6. “**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or

ZANG CONFIDENTIAL

1

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

- 1.7. **"Government Officials"** include any Governmental Authority employee, candidate for public office and employee of Governmental Authority-owned or controlled companies, public international organizations and political parties.
- 1.8. **"Law"** means any statute, law, ordinance, regulation, rule, code, convention, constitution, treaty, common law, or other requirement or rule of law of any Governmental Authority.
- 1.9. **"Net Proceeds"** shall mean the amount of subscription proceeds that Zang actually receives from Customer for a Customer Agreement, less discounts, refunds, charge-backs, credits, taxes, tariffs, other governmental assessments or withholding.
- 1.10. **"Territory"** means the United States, Canada and such other countries as designated by Zang.
- 1.11. **"Zang Terms of Service"** mean the online terms and conditions for the Zang Solutions which are available at the following sites (or such successor sites as designated by Zang): <https://www.zang.io/legal/>

2. Participation in the Program

- 2.1. **Appointment.** Subject to the terms and conditions of this Agreement, Zang hereby appoints Representative as its non-exclusive independent representative for the marketing, promotion and sales of such products or services of Zang which appear in **Exhibit A**, (the **"Zang Solutions"** or **"Solutions"**), in the Territory for the term of this Agreement; provided, however, that Zang may at any time in its sole discretion without notice to You offer additional products and services or modify, limit the availability of, or cease offering any or all products and services, including those listed in this Exhibit A.
- 2.2. **Eligibility.** To participate in the Program, Representative must complete the online application for participation found on the following site (or such successor sites as designated by Zang): <https://store.zang.io/partners/sales/application> and accept the terms of this Agreement. Representative will, upon Zang's written notice to You of its acceptance of Your application, be entitled to participate in the Program within the Territory during the Term in accordance with the terms and conditions of this Agreement. Employees of Zang and its Affiliates (**"Zang Associates"**) and immediate family members of Zang Associates are not eligible to participate in the Program. You represent that You are not owned or controlled, directly or indirectly by Zang Associates or the immediate family members of Zang Associates. Zang, in Our sole discretion, will determine Your acceptance into the Program. Notwithstanding Your acceptance into the Program, if there is any material misrepresentation by You in Your application or in this Agreement this Agreement shall automatically be null and void. Zang may conduct background or credit checks and other screening measures in connection with Your application.
- 2.3. **Use of the Program Portal.** Any use of the Zang Representative online program interface (the **"Program Portal"**) and all sales, marketing and promotion activities are subject to the terms of this Agreement and any policies, terms or rules that Zang may establish from time-to-time, including those found at <http://www.zang.io/legal/privacy-statement> (**"Privacy Statement"**) (or such successor sites as designated by Zang).
- 2.4. **Sales Program Link.** Upon Your acceptance in to the Program, Zang will provide one or more unique codes to You in the form of an Internet link, URL or other format as determined by Zang (**"Sales Link"**) which You may provide to prospective customers to allow Zang to identify eligible sales of Zang Solutions to such Customers as originating from the Program from You (**"Qualified Sales"** as further defined below). Representative is solely responsible for ensuring that their prospective customers complete Qualified Sales by clicking on, entering or otherwise utilizing the proper Sales Link when placing an order for Zang Solutions.
- 2.5. **Qualified Sales.** To be eligible for a Commission as set forth in Section 9, all sales must comply with the following requirements:
 - 2.5.1. Customer must have ordered the applicable Zang Solutions on the Zang website through Your Sales Link; and
 - 2.5.2. Customer is not for an Excluded Customer.

ZANG CONFIDENTIAL

2

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

2.6. **Excluded Customers.** Notwithstanding Section 2.1, Zang does not appoint Representative as a sales representative for the Excluded Customers. Representative shall not solicit orders from Excluded Customers and shall promptly refer to Zang any sales leads it receives or becomes aware of relating to an Excluded Customer. Representative acknowledges and agrees that it is not entitled to any Commission or other compensation for any sale made to an Excluded Customer.

3. **Changes to this Agreement.**

ZANG MAY, AT ITS SOLE DISCRETION, REVISE AND UPDATE THIS AGREEMENT AT ANY TIME WITHOUT NOTICE BY POSTING AMENDED TERMS TO <https://www.zang.io/legal/> (OR SUCH SUCCESSOR SITE AS DESIGNATED BY ZANG) OR UPON NOTICE BY ZANG THROUGH SOME OTHER MEANS DESIGNATED BY ZANG. CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE AS OF THE DATE WE POST THEM OR ISSUE OUR NOTICE OF SUCH CHANGE, UNLESS WE SPECIFY A DIFFERENT EFFECTIVE DATE WHEN WE MAKE A PARTICULAR CHANGE. YOU ARE RESPONSIBLE FOR CHECKING FOR AGREEMENT UPDATES. YOUR CONTINUED PARTICIPATION IN THE REPRESENTATIVE PROGRAM IS ACCEPTANCE TO ANY REVISED AGREEMENT. IF YOU DISAGREE WITH THIS AGREEMENT (AS MAY BE AMENDED FROM TIME TO TIME), YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR PARTICIPATION AS A ZANG SALES REPRESENTATIVE.

4. **Representative's Undertakings; Sales Procedures**

- 4.1. Representative agrees to use its best efforts to create, follow and develop sales leads for Zang and otherwise develop the full sales potential of the Solutions in the Territory, including, but not limited to:
- 4.1.1. Promoting and marketing the Zang Solutions to prospective Customers;
 - 4.1.2. Directing Customers where and how to purchase Zang Solutions;
 - 4.1.3. Assisting with onboarding the Customer, including, set-up and configuration; provided that the applicable Zang Terms of Service will apply to Representative to the same extent as if Representative were an end user;
 - 4.1.4. Soliciting Customers to renew existing subscriptions for Qualified Sales of Zang Solutions;
 - 4.1.5. Observing all directions and instructions given by Zang in relation to the promotion and marketing of Zang Solutions;
 - 4.1.6. Complying with all Zang's requirements regarding use of Zang's Marks; and
 - 4.1.7. Conducting its business in a manner that reflects favourably at all times on the Solutions and on the goodwill and reputation of Zang.
- 4.2. Representative shall abide and comply with all sales policies and operating regulations of Zang.
- 4.3. Representative shall identify itself to prospective customers using its full legal name, trade name or both.
- 4.4. Representative acknowledges that nothing in this Agreement shall be construed as preventing Zang from seeking customers on its own or through the efforts of others.
- 4.5. Representative undertakes to restrict its activities hereunder to the Territory.
- 4.6. Any and all agreements with Customers for Solutions shall be between Zang and such Customers ("Customer Agreement"). Zang has the right, in its sole and absolute discretion, (a) to determine whether and on what terms it will enter into an agreement with a prospective customer, (b) whether to accept, reject or terminate any agreement with a Customer, or (c) confirm or decline any orders for the Solutions. You further acknowledge that prices will be set solely by Zang.
- 4.7. During the course of this Agreement, Representative shall maintain an open line of communication with Zang, orally or in writing, as is appropriate under the circumstances, with respect to all relevant activities, results, findings etc.

5. **Ownership and Licenses**

ZANG CONFIDENTIAL

3

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

- 5.1. Representative acknowledges that all title in and to the Solutions, documentation thereto, additions and modifications, updates, upgrades, new versions, improvements, and developments thereto, including but not limited to, all copyright, patent, trade secret rights, and any other intellectual property rights (the “**Intellectual Property Rights**”) are and shall remain at all times the sole property of Zang. Representative is not granted any right in any such Intellectual Property Rights. The Representative shall promptly notify Zang of any infringement or alleged infringement of any Intellectual Property Right by any third party of which it becomes aware, and shall assist Zang in protecting its rights in connection therewith.
 - 5.2. Zang hereby grants You a nonexclusive, revocable, nontransferable license during the Term of this Agreement to access the Program Portal to market and promote Zang Solutions to prospective customers.
 - 5.3. Except as expressly granted herein, You acknowledge and agree that no license is granted under this Agreement to use or access any of Zang Solutions, any of Zang’s proprietary technologies embodied therein, or any data, information or other content provided thereby. As between Zang and You, Zang retains all right, title and interest in and to the Program Portal, Referral Links, Zang Solutions and all technology, data, information or other content embodied therein or provided thereby, as well as its Marks, patents, copyrights, proprietary technology, and other intellectual property rights or similar rights in connection therewith (collectively, “Intellectual Property”), and except as expressly granted herein, Zang does not grant any rights or licenses in or to its Intellectual Property.
6. **Warranty.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ZANG PROVIDES THE PROGRAM ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ZANG MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, COVENANTS OR WARRANTIES OF ANY KIND TO REPRESENTATIVE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, TITLE, LACK OF ERRORS OR CONTINUOUS AVAILABILITY OF LINKS OR WEBSITES, OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Limitations of Activities.**
- 7.1. Representative has no right or authority to assume or create any obligation of any kind on behalf of Zang to any Customers or to any other person.
 - 7.2. You shall not make any representations, warranties or other statements about Zang or Zang Solutions, prices or business practices, except in the same manner and to the same extent as Zang does in the most up-to-date version of Our marketing materials and website, as amended from time to time. You may forward to potential customers (a) unmodified marketing materials provided by Zang and (b) references to Zang’s standard conditions of sale, as published by Zang on its website or otherwise. Representative is solely responsible for using the current version of Zang marketing materials and standard conditions of sale, and for confirming the consistency of Your statements therewith.
 - 7.3. You shall not use any trademarks, names or other identifiers owned or used by Zang (“Marks”), except that You may refer to, without using Our trademarks, Zang and Zang Solutions in conversations and written correspondence with potential customers in the same manner as Zang does in its own marketing materials and website. Any other use of Marks (e.g., on Your website) has to be designed in compliance with Zang trademark usage guidelines, including but not limited to Zang’s marketing guidelines (as it may be updated from time to time in Zang’s sole discretion) and be pre-approved by Zang in writing.

ZANG CONFIDENTIAL

4

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

- 7.4. You are an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create an employer-employee relationship; (c) give You the authority to bind Zang to any contract with a third party; (d) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (e) appoint You as a commercial agent. Representative agrees not to describe itself as a partner, vendor, or supplier of Zang or use words that would suggest such a relationship in any marketing, advertising, press release or other communication to any third party (except as expressly authorized in writing by Zang). When paying You pursuant to this Agreement, Zang shall withhold no taxes or other deductions except with the specific written agreement of the parties. Zang shall report all payments made to You pursuant to this Agreement to appropriate taxing authorities. Representative must provide Zang with a completed and signed IRS Form W-9, Request for Taxpayer Identification Number and Certification and a copy of a government issued identification. If You do not provide a social security number or employer identification number, your Commission will be subject to back up Federal withholding tax at a 28% rate.
- 7.5. All financial and other obligations associated with Your business are solely your responsibility. As an independent contractor, the mode, manner and method used by You shall be under Your sole control and You shall be solely responsible for risks incurred in the operation of Your business and the benefits thereof. You shall bear all of Your own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by Zang.
- 7.6. You may not assign or sub-contract to any third party any of Your obligations in this Agreement. Representative's appointment as an independent sales representative to promote, market and solicit orders of Zang Solutions in the Territory is personal to You, and conditional upon Your eligibility to participate in the Program.
- 7.7. You agree not to send unsolicited electronic messages to unrelated recipients (including spam e-mail, text messages, or phone calls) or otherwise to engage in any other form of mass electronic communications prohibited by Law in connection with Zang or any activities contemplated under this Agreement.
- 7.8. You shall conduct all of Your business in Your own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all Laws (as set forth in Section 15.1), and not perform any act which would or might reflect adversely upon Zang Solutions or the business, integrity or goodwill of Zang. You undertake to cause Your employees to conduct themselves in a manner consistent with Your obligations in the Agreement.

8. **Confidentiality**

All information furnished by Zang to the Representative regarding Zang or the Solutions, in any form whatsoever, including, without limitation, the business (actual or planned), marketing and sales plans of Zang, or which otherwise became known to You in connection with the Representative's application to participate in the Program and the performance of this Agreement ("**Confidential Information**"), shall be deemed to have been furnished in confidence and shall not be used or disclosed by the Representative for any purpose whatsoever other than for performance of Representative's duties hereunder. Representative shall take all necessary precautions and maintain strict safeguards to hold such Confidential Information in strict confidence, which precautions shall in no event be less than reasonable. The obligations under this Section 8 shall survive the expiration or termination of this Agreement for any reason whatsoever.

9. **Consideration**

In consideration of the services to be provided by the Representative under this Agreement during the term thereof, Representative shall be entitled to an amount equal to the commissions set forth on Exhibit B (the "**Commission**").

10. **Indemnification**

Representative shall indemnify, hold harmless, and defend Zang and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, claims, actions, suit, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs incurred by Indemnified Party relating to, arising out of or resulting from: (a) personal injury (including death) caused, or alleged to be caused, by Representative; (b) damage to any person or tangible property caused, or alleged to be caused, by Representative; (c) the failure by Representative to comply with the terms of this Agreement or any applicable Laws; or (d) the breach of any certification, covenant, obligation, representation, or warranty made by Representative herein.

ZANG CONFIDENTIAL

5

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

11. Term and Termination

- 11.1. **Term.** This Agreement is for a term of one (1) year from the Effective Date hereof unless and until terminated as provided under this Agreement ("Initial Term"). Such term shall be automatically renewed for additional periods of one (1) year each, unless or until one party gives the other written notice of its desire not to renew the term of this Agreement at least thirty (30) days in advance of such renewal period or unless and until sooner terminated as provided under this Agreement ("Renewal Term"). The Initial Term and any and all Renewal Terms shall collectively be known as the "Term".
- 11.2. **Termination.** Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice of termination to the other party.
- 11.3. **Termination for Cause.** Either party may terminate this Agreement, effective immediately, (a) in the event of a material breach by the other party, which is not capable of cure or the other party fails to cure within five (5) business days of receipt of a written request to cure from the other party, or (b) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute. If, at the time of Your acceptance of this Agreement or any time thereafter, Zang would be prohibited from doing business with You under United States, Canada, Wassenaar Arrangement Member Countries and any other import/export regulations and controls, this Agreement shall automatically be null and void.

12. Consequences of Termination

Upon termination of this Agreement for any reason whatsoever, the following shall apply:

- 12.1. Representative's right set forth in Section 2 and all licenses set forth in this Agreement shall immediately terminate.
- 12.2. Except in the event of termination by Zang for Your uncured material breach, all rights to payment for Commissions earned prior to termination (i.e. as a result of Qualified Sales completed prior to the termination effective date) will survive termination of this Agreement for a period not to exceed two (2) years from the date of termination of this Agreement.
- 12.3. In the event of termination by Zang for Your uncured material breach, Representative ceases to have any rights to payment for Commissions.
- 12.4. Representative shall cease to represent itself as Zang's authorized sales representative with respect to Solutions and shall otherwise desist from all conduct or representations that might lead the public to believe that Representative is authorized by Zang to market, promote or solicit sales of the Solutions.
- 12.5. The Representative shall immediately return to Zang all Confidential Information and any other data or information it shall have received during or in connection with this Agreement, and shall make no further use of it.
- 12.6. All causes of action, obligations of confidentiality, indemnification, limitations of liability and any provisions which by their nature are intended to survive termination, will survive termination of this Agreement.
- 12.7. Neither Zang nor the Representative shall be liable to the other, because of such expiration or termination, for compensation, reimbursement or damages (a) for the loss of prospective profits, anticipated sales or goodwill, (b) on account of any expenditures, investments or commitments made by either, or (c) for any other reason whatsoever based upon the result of such expiration or termination.

13. Miscellaneous

- 13.1. **Assignment.** The rights of the Representative under this Agreement may not be assigned by Representative in whole or in part. Zang may assign the Agreement to any Affiliate or third party in part or in whole.
- 13.2. **Entire Agreement; Amendment; Order of Precedence.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes and cancels all prior agreements, discussions, and negotiations relating to the subject matter hereof, if any, between the parties. No amendment to this Agreement shall be effective unless it is in writing and signed by a

ZANG CONFIDENTIAL

6

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

duly authorized representative of each party. If there is an express conflict between the terms of this Agreement, the Privacy Statement and the Terms of Service, the terms of this Agreement will govern followed next by the Privacy Statement and finally followed by the Terms of Service.

- 13.3. **Taxes.** Representative shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Commissions, and Representative shall indemnify, defend and hold Zang, Inc. and its affiliates harmless from and against any claims arising out or relating to all charges emanating from Zang, Inc.'s payment of Commissions.
- 13.4. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR, PERSONAL INJURY, FRAUD, OR WILFUL MISCONDUCT: (A) ZANG'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY ZANG TO YOU UNDER THIS AGREEMENT DURING TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND (B) IN NO EVENT WILL ZANG BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, RELIANCE, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES DUE TO INTERRUPTIONS OR ERRORS IN LINKS OR WEBSITES, OR LOSS OF PROFITS OR REVENUE ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR REPRESENTATIVE'S PARTICIPATION IN THE PROGRAM, EVEN IF ZANG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF THE RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF ZANG AND ITS AFFILIATES.
- 13.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable Law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable Law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 13.6. **Exhibits and Headings.** The Exhibits to this Agreement constitute an integral part hereof. Headings used in this Agreement are for reference only and shall not be deemed a part of this Agreement.
- 13.7. **No Waiver.** No failure by either party to take action on account of any default or breach of this Agreement by the other shall constitute a waiver of any such default or breach, or of the performance required of the parties under this Agreement.
- 13.8. **Setoff Right.** Zang may withhold payment of any amounts due and payable under this Agreement by reason of any setoff of any claim or dispute with Representative, whether relating to Representative's breach, bankruptcy or otherwise.

14. **Governing Law, Dispute Resolution.**

- 14.1. **Choice of Law.** This Agreement and any dispute, claim or controversy arising out of or relating to this Agreement ("Dispute"), including without limitation those relating to the formation, interpretation, breach or termination of this Agreement, will be governed by California State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.
- 14.2. **Dispute Resolution.** Any Dispute will be resolved in accordance with the provisions of this Section. The disputing party shall give the other party written notice of the Dispute in accordance with the notice provision of this Agreement. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority.
- 14.3. **Choice of Forum for Disputes.** If a Dispute by one party against the other cannot be settled under the procedures and within the timeframe set forth in Section 14.2, then either party may bring an action or proceeding solely in either the federal court in the Northern District of California or in state court in Santa Clara County California. Except as otherwise stated in this Section each party consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings arising out of or relating to this Agreement. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY DISPUTE BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE PROGRAM.

ZANG CONFIDENTIAL

7

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

- 14.4. **Injunctive Relief.** Nothing in this Agreement will be construed to preclude either party from seeking provisional remedies, including, but not limited to, temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, at any time and no bond or security of any kind will be required with respect to any such injunction or order.
- 14.5. **Limitations on Actions.** If You have any Disputes, You must bring them in accordance with this paragraph within two years after the cause of action arises. For the avoidance of doubt, this time limit does not trump the fifteen (15) day grace period in Exhibit B, Section 5.

15. **Compliance**

15.1. You represent and warrant that You (a) will conduct Your business activities in a legal and ethical manner; (b) have submitted and will submit complete and truthful information in connection with Your application and all sales; (c) will commit no act that would reflect unfavorably on Zang; (d) are not a party and are not owned or controlled by a party with whom Zang is prohibited from doing business under any country's applicable Laws including sanctions laws and regulations, whether imposed by a particular country or by an international organization, and any import/export regulations and controls; and (e) will comply with all applicable Laws in connection with Your performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property Laws, sanctions and import/export control laws and regulations of any country's applicable Laws. In particular, without limitation, You will (i) refrain from 1) referring Customers that could be suspected of engaging in re-exports that would be illegal under any applicable Laws including U.S. Law, and 2) disclosing any technical information related to Zang Solutions to prohibited persons or destinations in violation of any applicable Laws including U.S. Law; and (ii) comply with all applicable commercial and public anti-bribery and corruption Laws, including the US Foreign Corrupt Practices Act, Canada's the Corruption of Foreign Public Officials Act and the UK Bribery Act, each as amended, regardless of whether the bribery or corrupt activities involve Government Officials or otherwise.

16. **Notices.** Any notice required or permitted under this Agreement may be sent to:

Zang at the following address:

Attention: Law Department
Zang, Inc.
4655 Great America Parkway
Santa Clara, California 95054

Representative via U.S. mail, facsimile or email to the contact address provided by Representative.

17. **Exhibits.**

This Agreement has two Exhibits: **Exhibit A** listing the Solutions and **Exhibit B** listing the Commissions.

18. **Insurance.**

Representative will maintain at their own expense during the term of the Agreement, all insurance required by any applicable Law including, for the U.S., but not limited to, worker's compensation insurance, employer's liability insurance with a limit of no less than \$500,000 per accident, commercial general liability insurance including products/completed operations with a limit of no less than \$1 million each occurrence, and contractual coverage with a limit of no less than \$1 million each occurrence, and automobile liability with a limit of no less than \$1 million each occurrence. Upon Zang's request, Representative will provide Zang with certificates of such insurance coverage.

19. **Agreement in English.**

The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

ZANG CONFIDENTIAL

8

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the ® or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

Exhibit A

Zang Solutions covered under this Agreement

- Zang Office
- Zang Cloud
- Zang Spaces

ZANG CONFIDENTIAL

9

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the ® or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.

Exhibit B

Commissions

Subject to the terms of the Agreement, Zang will pay Commissions for Qualified Sales as follows:

1. Commissions. Twenty percent (20%) of the Net Proceeds for a paid subscription for a Zang Solution resulting from a Qualified Sale under the applicable Customer Agreement.
2. Commissions become payable to Representative only at such times and only to the extent that Zang actually receives unconditional payment from Customer under the corresponding Customer Agreement. If Customer makes payments to Zang in increments or installments, Zang shall pay Representative pro rata Commission corresponding to the incremental or installment payments of the Net Proceeds.
3. If the Customer cancels a Customer Agreement at any point in time during the contracted term, a Commission debit will occur to reflect the net contract value. If Zang discovers that a Representative has been paid an incorrect Commission, Zang reserves the right to debit the Representative and withhold the overpaid amount from future Commissions.
4. Any Commission shall be paid to the Representative in U.S. or Canadian dollars by check or wire transfer not later than sixty (60) days after the last day of the respective month in which the Net Proceeds are received by Zang.
5. Notwithstanding anything to contrary contained herein, Representative shall notify Zang in writing of any dispute regarding any Commissions (along with a reasonably detailed description of the dispute) within fifteen (15) business days from the date the Commission is paid to Representative. Representative will be deemed to have accepted all Commissions for which Zang does not receive timely notification of disputes.
6. For avoidance of doubt:
 - a. It is explicitly stated that the Representative will solely bear all of its costs and expenses incurred in connection with its obligations hereunder, and that except for the Commission, Representative shall not be entitled to any other payment, reimbursement, fee or commission.
 - b. Representative shall not be entitled to any Commission or other compensation:
 - i. corresponding to any amount of the purchase price of a Customer Agreement that is not part of the Net Proceeds or collected by Zang;
 - ii. If the Customer does not enter Your Sales Link when placing an order for the applicable Zang Solution for the Initial Term or any Renewal Term;
 - iii. relating to the sale of hardware or third party software or services;
 - iv. for any sale made to an Excluded Customer; or
 - v. that contravenes any Law.

ZANG CONFIDENTIAL

10

© 2018 Zang, Inc. All rights reserved. Zang and the Zang Logo are trademarks of Zang, Inc. and may be registered in certain jurisdictions. All trademarks identified by the © or TM are registered trademarks, service marks or trademarks, respectively, of Zang, Inc. All other trademarks are the property of their respective owners.