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**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. )\***

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**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED  
PURSUANT TO 240.13d-2(a)**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**Zix Corporation**

(Name of Issuer)

**Common Stock, par value \$0.01 per share**

(Title of Class of Securities)

**98974P100**

(CUSIP Number)

**Gordon A. Davies**

**Open Text Corporation**

**275 Frank Tompa Drive**

**Waterloo, Ontario**

**Canada N2L OA1**

**(519) 888-7111**

*With a copy to:*

**James E. Langston**

**Aaron J. Meyers**

**Cleary Gottlieb Steen & Hamilton LLP**

**One Liberty Plaza**

**New York City, NY 10006**

**(212) 225-2000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**November 7, 2021**

(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

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1	NAMES OF REPORTING PERSONS Open Text Corporation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 24,217,850(1)(2)(3)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 24,217,850(1)(2)(3)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,217,850(1)(2)(3)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3%(2)(3)(4)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

- (1) Beneficial ownership of 24,217,850 Shares (as defined below) included herein is being reported herein solely because the Reporting Person (as defined below) may be deemed to have beneficial ownership of such Shares as a result of the Tender and Voting Agreements described below. Neither the filing of this Schedule 13D nor any of its contents shall be construed as an admission by the Reporting Person that it is the beneficial owner of any such Shares for purposes of Section 13(d) or Section 13(g) of the Act or for any other purpose, and such beneficial ownership thereof is expressly disclaimed.
- (2) Pursuant to the Zephyr Holdco Tender and Voting Agreement (as defined below), includes Zephyr Holdco, LLC's ("Zephyr Holdco") 100,206 shares of Series A Convertible Preferred Stock, par value \$1.00 ("Series A Preferred Stock"), of the Issuer (as defined below) convertible into 20,690,737 Shares of Common Stock of the Issuer, based on the accreted value of such shares of Series A Preferred Stock as of November 17, 2021. See Item 5.
- (3) Pursuant to the D&O Tender and Voting Agreement (as defined below), includes 3,527,113 Shares of the Stockholders (as defined below) who are party thereto (as disclosed by such Stockholders in the D&O Tender and Voting Agreement).
- (4) The above calculation is based on 77,481,205 Shares outstanding (as of November 5, 2021, as disclosed by the Issuer to the Reporting Person on November 7, 2021, and includes shares of Common Stock issuable upon the conversion of Series A Preferred Stock as of November 17, 2021.

### **Item 1. Security and Issuer**

This Schedule 13D relates to shares (the “Shares”) of common stock, \$0.01 par value per share (the “Common Stock”), of Zix Corporation, a Texas corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 2711 North Haskell Avenue, Suite 2200, LB 36, Dallas, Texas 75204.

### **Item 2. Identity and Background**

This Schedule 13D is being filed by Open Text Corporation, a Canadian corporation (the “Reporting Person”). The address of the principal business and principal offices of the Reporting Person is 275 Frank Tompa Drive, Waterloo, Ontario, Canada N2L 0A1. The Reporting Person operates in the information management market.

The name, business address, present principal occupation or employment and citizenship of each executive officer and director of the Reporting Person and the name, principal business and address of any corporation or other organization in which such employment is conducted is set forth in Schedule A hereto and is incorporated herein by reference.

During the past five years neither the Reporting Person nor, to the knowledge of the Reporting Person, any of the persons listed on Schedule A hereto (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### **Item 3. Source and Amount of Funds or Other Consideration**

The total amount of funds required by the Reporting Person to acquire the Issuer, including the purchase of Shares pursuant to the Merger Agreement (as defined below) and the Merger (as defined below), is estimated to be approximately \$860 million, inclusive of the Issuer’s cash and debt. The Reporting Person will obtain funds from cash on hand to fund the Offer Price (as defined below) and the Price Per Share (as defined in the Merger Agreement).

As a result of the execution of the Tender and Voting Agreements (as defined below), the Reporting Person may be deemed to have acquired beneficial ownership of 24,217,850 Shares to the extent provided therein. The Tender and Voting Agreements were entered into as a condition and inducement to the willingness of the Reporting Person and Zeta Merger Sub Inc. (“Purchaser”) to enter into and perform their obligations under the Merger Agreement. The Reporting Person and Purchaser requested that each Stockholder (as defined below) and Zephyr Holdco enter into respective Tender and Voting Agreements, and each Stockholder and Zephyr Holdco agreed to do so in order to induce the Reporting Person and Purchaser to enter into, and in consideration of their entering into, the Merger Agreement. The Reporting Person and Purchaser did not pay any consideration to the Stockholders or to Zephyr Holdco in connection with the execution and delivery of the Tender and Voting Agreements (Issuer did agree to reimburse Zephyr Holdco for reasonable and documented out-of-pocket fees, costs and expenses (including attorneys’ fees) incurred or payable by Zephyr Holdco and/or its affiliates in connection with the Zephyr Holdco Tender and Voting Agreement and the transaction contemplated thereby, up to \$90,000 in the aggregate). Neither the filing of this Schedule 13D nor any of its contents shall be construed as an admission by the Reporting Person that it is the beneficial owner of any of the 24,217,850 Shares for purposes of Section 13(d) of the Act or for any other purpose and such beneficial ownership thereof is expressly disclaimed.

The information set forth or incorporated by reference in Item 4 is incorporated herein by reference.

#### **Item 4. Purpose of Transaction**

##### *Merger Agreement*

On November 7, 2021, the Reporting Person, Purchaser and the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which, and on the terms and subject to the conditions thereof, among other things, Purchaser will commence a tender offer (the “Offer”) no later than November 22, 2021 to acquire all outstanding Shares at a purchase price of \$8.50 per Share (the “Offer Price”), in cash, without interest and net of applicable withholding of taxes.

The obligation of Purchaser to purchase Shares pursuant to the Offer is subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, including (i) the number of Shares validly tendered, received and not validly withdrawn, together with Shares beneficially owned by Reporting Person or a wholly-owned subsidiary of Reporting Person, equals at least one Share more than two-thirds of all of the Shares issued and outstanding, excluding Shares held in Treasury by Issuer as of the expiration of the Offer or Shares acquired by Issuer prior to the expiration of the Offer, (ii) any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired or been terminated, (iii) no occurrence of a Company Material Adverse Effect (as defined in the Merger Agreement) and (iv) other customary conditions.

Following the completion of the Offer and subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, Purchaser will merge with and into Issuer (the “Merger”), with Issuer surviving the Merger (the “Surviving Corporation”) as an indirect wholly-owned subsidiary of Reporting Person, pursuant to the procedure provided for under Section 21.459(c) of the Texas Business Organizations Code, without any shareholder approvals.

At the Closing (as defined in the Merger Agreement), the Issuer is required to deliver to the Reporting Person evidence reasonably satisfactory to the Reporting Person of the resignation of the directors and officers, in their respective capacities as such, of the Issuer and its subsidiaries (other than directors of the Issuer’s subsidiaries whom the Reporting Person determines shall continue to serve in such capacities following the time that the Certificate of Merger is filed with and accepted by the Secretary of State of the State of Texas or such other time that may be agreed in writing between the parties and specified in the Certificate of Merger (the “Effective Time”), effective at the Effective Time. Pursuant to the Merger Agreement, the initial directors of the Surviving Corporation will be the initial directors of Purchaser as of immediately prior to the Effective Time and the initial officers of the Surviving Corporation will consist of the officers of Issuer as of immediately prior to the Effective Time.

At the Effective Time, the articles of incorporation of the Issuer will be amended and restated in its entirety to read substantially identically to the certificate of formation of Purchaser as in effect immediately prior to the Effective Time. Also at the Effective Time, the bylaws of Purchaser as of immediately prior to the Effective Time will be the bylaws of the Surviving Corporation.

Upon the consummation of the Merger, each share of common stock of Purchaser that is outstanding as of immediately prior to the Effective Time will be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation, and each certificate representing ownership of such shares of common stock of Purchaser will thereafter represent ownership of shares of common stock of the Surviving Corporation.

Pursuant to Section 12(g)(4) of the Act, at the Effective Time the Shares will become eligible for deregistration and the Issuer will cooperate with Reporting Person and use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable on its part pursuant to applicable law to cause (a) the delisting of the Common Stock from the Nasdaq Stock Market as promptly as practicable after the Effective Time; and (b) the deregistration of the Common Stock pursuant to the Exchange Act as promptly as practicable after such delisting. Reporting Person will cause the Shares to be deregistered. In addition, the Reporting Person will cause the Shares to be delisted from the Nasdaq Stock Market.

##### *Tender and Voting Agreements*

Concurrently with the execution and delivery of the Merger Agreement and Zephyr Holdco Tender and Voting Agreement (defined below), on November 7, 2021, Mark J. Bonney, Maryclaire Campbell, Taher A. Elgamel, Robert C. Hausmann, Maribess L. Miller, David J. Wagner, Ryan L. Allphin, John P. Di Leo, David E. Rockvam, and Noah F. Webster, executive officers and directors of the Issuer (each, a “Stockholder” and, collectively the “Stockholders”) entered into a Tender and Voting Agreement with the Reporting Person (the “D&O Tender and Voting Agreement”) pursuant to which each Stockholder agreed, among other things, to tender his or her Shares pursuant to the Offer and to vote against (i) any Acquisition Proposal (as defined in the Merger Agreement) or any proposal related to any Acquisition Proposal, (ii) any merger (other than the Merger), consolidation or other combination involving the Issuer or any of its subsidiaries or a reorganization, recapitalization, extraordinary dividend, dissolution or liquidation of the Issuer or any of its subsidiaries, (iii) to the extent submitted to a stockholder vote, any change in the business, management or board of directors of the Issuer (other than as directed by the Reporting Person or Purchaser) or (iv) any other action, proposal or agreement that would (A) reasonably be expected to impede, interfere with, materially delay or postpone the Merger or the other transactions contemplated by the Merger Agreement, (B) result in any of the Offer Conditions (as described in the Merger Agreement) or conditions to the Merger not being fulfilled or satisfied or (C) change in any manner the dividend policy or capitalization of, including the voting rights of any class of equity interests in, the Issuer.

Concurrently with the execution and delivery of the Merger Agreement and the D&O Tender and Voting Agreement, on November 7, 2021, Zephyr Holdco entered into a Tender and Voting Agreement with Parent and the Issuer (the “Zephyr Holdco Tender and Voting Agreement” and, together with the D&O Tender and Voting Agreement, the “Tender and Voting Agreements”). Pursuant to the Zephyr Holdco Tender and Voting Agreement, Zephyr Holdco agreed, among other things, (i) to convert, immediately prior to the expiration of the Offer, each share of Series A Preferred Stock into shares of Common Stock (the “Subject Shares”), subject to certain exceptions; (ii) to tender such Subject Shares pursuant to the Offer and not withdraw such tender, subject to certain exceptions; (iii) vote the Subject Shares against (a) any Acquisition Proposal (as defined in the Merger Agreement), (b) any merger (other than the Merger), consolidation or other combination involving the Issuer or the Issuer’s subsidiaries or a reorganization, recapitalization, extraordinary dividend, dissolution or liquidation of the Issuer or any of its subsidiaries, (c) to the extent submitted to a stockholder vote, any change in the business, management or board of directors of the Issuer (other than as directed by Reporting Person or Purchaser) or (d) any other action, proposal or agreement that would (1) reasonably be expected, to impede, interfere with, materially delay or postpone the Merger or the other transactions contemplated by the Merger Agreement, (2) result in any of the conditions to the Offer or conditions to the Merger not being fulfilled or satisfied or (3) change in any manner the dividend policy or capitalization of, including the voting rights of any class of equity interests in, the Issuer.

The conversion of Zephyr Holdco’s shares of Series A Preferred Stock into Common Stock and the tender of such Subject Shares by Zephyr Holdco are subject to certain conditions, including that (i) all conditions (other than the Minimum Condition, as defined in the Merger Agreement) to the Offer in the Merger Agreement are satisfied and (ii) upon conversion by Zephyr Holdco of its Series A Preferred Stock into Common Stock and the tender of such Subject Shares, the Minimum Condition will have been satisfied.

Each of the Tender and Voting Agreements terminates upon the earliest of (a) the termination of the Merger Agreement, (b) the Effective Time, and (c) the mutual written agreement of the parties thereto to terminate such Tender and Voting Agreement. The Zephyr Holdco Tender and Voting Agreement also terminates upon an “Adverse Amendment” (which, as defined in such Tender and Voting Agreement means an amendment or modification to the Merger Agreement or the Offer documents, or a waiver of a provision therein, without Zephyr Holdco’s prior written consent, that (A) materially delays or imposes any additional material restrictions or conditions on the payment of the acceptance consideration and/or the merger consideration, (B) imposes any additional material conditions on the consummation of the Merger, (C) decreases the amount or changes the kind of consideration to be paid to the Zix’s stockholders in connection with the Merger or (D) adversely affects the tax consequences of the Merger to Zephyr Holdco.)

As of November 17, 2021, (i) the Stockholders collectively owned a number of Shares equal to approximately 4.6% of the issued and outstanding Shares (including shares of Common Stock issuable upon the conversion of Series A Preferred Stock) and (ii) Zephyr Holdco owned a number of Series A Preferred Stock convertible into Shares equal to approximately 26.7% of the issued and outstanding Shares. If a Stockholder or

Zephyr Holdco acquires Shares (and, in the case of Zephyr Holdco, shares of Series A Preferred Stock) that are subject to the respective Tender and Voting Agreements, then those Shares would also be subject to the terms of the respective Tender and Voting Agreement.

The foregoing description of the Merger Agreement, the Tender and Voting Agreements and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement and the Tender and Voting Agreements which are attached to this Schedule 13D as exhibits and incorporated herein by reference.

The Merger Agreement and the Tender and Voting Agreements have been provided solely to inform investors of their terms. They are not intended to be, and should not be relied upon as, a source of financial, business or operational information about the Issuer, the Reporting Person, Purchaser or their respective affiliates. The representations and warranties contained in the Merger Agreement and the Tender and Voting Agreements (i) are made only for purposes of the Merger Agreement and the Tender and Voting Agreements, respectively; (ii) are made as of specific dates; (iii) are solely for the benefit of their respective parties; (iv) may be subject to qualifications and limitations agreed upon by the parties to such agreement in connection with negotiating the terms of such agreement (including being qualified by confidential disclosures and being made for the purpose of allocating contractual risk between the parties instead of establishing matters as facts); and (v) may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or security holders.

Moreover, information concerning the subject matter of the representations, warranties, covenants and certain closing conditions may change after the date of the Merger Agreement and the Tender and Voting Agreements, as applicable, which subsequent information may or may not be fully reflected in public disclosures. The representations and warranties in the Merger Agreement and/or the Tender and Voting Agreements also may not be accurate or complete as of any specified date. The representations and warranties contained in the Merger Agreement and incorporated herein by reference have been negotiated with the principal purpose of establishing the circumstances in which Purchaser may have the right not to consummate the Offer, or a party may have the right to terminate the Merger Agreement, if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and to allocate risk between the parties, rather than establish matters as facts. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Schedule 13D, may have changed since the date of the Merger Agreement and the Tender and Voting Agreement and subsequent developments or new information qualifying a representation or warranty may not be included in this Schedule 13D.

#### *Confidentiality Agreement*

Prior to entering into the Merger Agreement, the Issuer and the Reporting Person entered into a Confidentiality Agreement, dated as of August 12, 2021 (the "Confidentiality Agreement"). As a condition to being furnished confidential information of the Issuer, the Reporting Person agreed, among other things, and subject to customary exceptions, to keep such confidential information confidential and to use it only for specified purposes. The Confidentiality Agreement also contained customary "standstill" provisions that prohibit the Reporting Person, its affiliates and representatives, for a period of 12 months from the date of the Confidentiality Agreement, without the Issuer's consent, from taking, directly or indirectly, the following actions:

- (a) acquiring, offering to acquire, or agreeing to acquire, by purchase, gift or otherwise, any securities, or direct or indirect rights to acquire any securities or property of the Issuer, or propose (or request permission to propose) or make any offer for any transaction involving the Issuer or its securities (other than purchases of products or services in the ordinary course of business), in each case representing more than five 5% of the outstanding securities of any class of the Issuer or more than 20% of the assets or other property of the Issuer,
- (b) making, or in any way participating in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the United States Securities and Exchange Commission) to vote, or seek to advise or influence any person or entity with respect to the voting of, or giving of consents with respect to, any securities of the Issuer or any subsidiary thereof,

- (c) making any public announcement with respect to, or solicit or submit a proposal for, or offer of (with or without conditions) any merger, business combination, recapitalization, reorganization, tender or exchange offer or other similar extraordinary transaction involving another person or entity or any of its securities or assets,
- (d) forming, joining or in any way participating in a “group” (as such term is used in Section 13(d)(3) of the Act or otherwise act alone or in concert with others to seek to control or influence the management, board of directors, policies or affairs of the Issuer,
- (e) making any public request to directly or indirectly waive or amend any provision of the Confidentiality Agreement (including the standstill provision)
- (f) disclosing any intention, plan or arrangement inconsistent with any of the foregoing or advising, assisting, encouraging or directing any third party to do any of the foregoing, or
- (g) taking any action that, in the reasonable judgment of the Issuer, may require public announcement or disclosure by the Issuer regarding any of the events in the standstill provision of the Confidentiality Agreement.

In addition, the Confidentiality Agreement contains a non-solicitation provision, prohibiting both the Reporting Person, and its subsidiaries, for a period of 12 months commencing on the date discussions regarding a possible transaction between the parties cease, from directly or indirectly soliciting to employ any person who, at any time during such period, was an executive-level employee of the Issuer or any of its subsidiaries, or any direct reports of such executive-level employee, with whom the Reporting Person was first introduced in connection with the Reporting Person’s evaluation of the transaction without obtaining the prior written consent of the Issuer, subject to certain customary exceptions.

The foregoing summary of the Confidentiality Agreement is qualified in its entirety by reference to the complete text of the Confidentiality Agreement, which is attached to this Schedule 13D as an exhibit and incorporated herein by reference.

Other than as described in this Item 4, the Reporting Person currently has no plans or proposals that relate to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D.

#### *Additional Information*

The tender offer described in this Schedule 13D and the exhibits hereto has not yet commenced.

This Schedule 13D is provided for informational purposes only and does not constitute an offer to purchase or the solicitation of an offer to sell any securities. At the time the tender offer is commenced, Reporting Person and its wholly owned subsidiary, Purchaser, intend to file with the SEC a Tender Offer Statement on Schedule TO containing an offer to purchase, a form of letter of transmittal and other documents relating to the tender offer, and Issuer intends to file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the tender offer. Reporting Person, Purchaser and Issuer intend to mail these documents to the Issuer shareholders. Investors and shareholders are urged to read those documents and other relevant documents filed or to be filed with the SEC carefully when they become available as they will contain important information about Reporting Person, Issuer, the tender offer and related matters. Those documents as well as Reporting Person’s and Issuer’s other public filings with the SEC may be obtained without charge at the SEC’s website at [www.sec.gov](http://www.sec.gov). Reporting Person’s public filings with the SEC may be obtained at Reporting Person’s website at <http://investors.opentext.com/> and Issuer’s public filings with the SEC may be obtained at Issuer’s website at <http://investor.zixcorp.com/>. Information contained on, or that is referenced or can be accessed through, these websites does not constitute part of this Schedule 13D and inclusions of any website addresses herein are inactive textual references only. The offer to purchase and related materials may also be obtained (when available) for free by contacting the information agent for the tender offer, Georgeson LLC, at (888) 607-6511.

#### **Item 5. Interest in Securities of the Issuer**

The information contained in rows 7, 8, 9, 10 and 11 on each of the cover pages of this Schedule 13D and the information set forth or incorporated in Items 2, 4 and 6 is incorporated by reference in its entirety into this Item 5.

(a)-(b) The following disclosure assumes 77,481,205 Shares outstanding (56,790,468 Shares outstanding as of November 5, 2021, as disclosed by the Issuer to the Reporting Person in the Merger Agreement, and 20,690,737 Shares issuable upon the conversion of Series A Preferred Stock as of November 17, 2021.

Pursuant to Rule 13d-3 of the Act, the Reporting Person may be deemed to beneficially own (i) 3,527,113 Shares pursuant to the D&O Tender and Voting Agreement, which constitutes approximately 4.6% of the outstanding Shares (including shares of Common Stock issuable upon the conversion of Series A Preferred Stock), and (ii) 20,690,737 Shares pursuant to the Zephyr Holdco Tender and Voting Agreement, which constitutes approximately 26.7% of the outstanding Shares (including shares of Common Stock issuable upon the conversion of Series A Preferred Stock), and which together constitute approximately 31.3% of the outstanding Shares (including shares of Common Stock issuable upon the conversion of Series A Preferred Stock)

Zephyr Holdco holds 100,206 shares of Series A Preferred Stock as of November 7, 2021 (as disclosed by Zephyr Holdco on its Amendment No. 11 to Schedule 13D, filed with the SEC on November 9, 2021). Series A Preferred Stock initially has a Stated Value of \$1,000 per share, which accretes at a fixed rate of 8.0% per annum, compounded quarterly (the "Accreted Value"). Each share of Series A Preferred Stock is convertible into (i) the number of shares of Common Stock equal to the product of (A) the Accreted Value with respect to such share on the conversion date multiplied by (B) the Conversion Rate (as defined in the Certificate of Designations of the Series A Preferred Stock) as of the applicable conversion date divided by (C) 1,000 plus (ii) cash in lieu of fractional shares. As a result of this accretion, the number of shares of Common Stock into which each share of Series A Preferred Stock may be converted will increase over time. The Conversion Rate is currently equal to 166.11 shares. The Conversion Rate is subject to adjustment from time to time upon the occurrence of certain customary events in accordance with the terms of the Series A Certificate of Designations. As of November 17, 2021, the 100,206 shares of Series A Preferred Stock are convertible into 20,690,737 shares of Common Stock.

All of the computations and share amounts used herein do not give effect to any future accretion on the shares of Series A Preferred Stock. As a result of Zephyr Holdco's beneficial ownership of Series A Preferred Stock, and the Zephyr Holdco Tender and Voting Agreement, the Reporting Persons may be deemed to beneficially own an aggregate of 20,690,737 shares of Common Stock of the Issuer, which would be received by Zephyr Holdco upon the conversion of the Series A Preferred Stock, representing in the aggregate approximately 26.7% of the issued and outstanding shares of Common Stock of the Issuer as calculated pursuant to Rule 13d-3 of the Act.

Beneficial ownership of 24,217,850 Shares reported herein by the Reporting Person is being reported herein solely because the Reporting Person may be deemed to have beneficial ownership of such Shares as a result of the Tender and Voting Agreements. Neither the filing of this Schedule 13D nor any of its contents shall be construed as an admission by the Reporting Person that it is the beneficial owner of any such Shares for purposes of Section 13(d) of the Act or for any other purpose and such beneficial ownership thereof is expressly disclaimed.

Except as set forth above, the Reporting Person does not beneficially own any Shares, and, to the knowledge of the Reporting Person, none of the persons listed on Schedule A hereto beneficially owns any Shares.

(c) To the knowledge of the Reporting Person, and except as otherwise described in this Schedule 13D, neither the Reporting Person nor any person set forth on Schedule A hereto has affected any transactions in the Shares during the past 60 days.

(d) To the knowledge of the Reporting Person, and except as otherwise described in this Schedule 13D, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, Shares disclosed herein.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The descriptions of the Merger Agreement, the Tender and Voting Agreements and the Confidentiality Agreement in Item 4 are incorporated herein by reference.

Neither the Reporting Person nor, to the knowledge of the Reporting Person, any person set forth on Schedule A hereto, has any contracts, arrangements, understandings or relationships (legal or otherwise) with any other person with respect to any securities of the Issuer or its subsidiaries, other than the Merger Agreement and the Tender and Voting Agreements.

**Item 7. Material to Be Filed as Exhibits**

1. [Agreement and Plan of Merger by and among Open Text Corporation and Zix Corporation, dated as of November 7, 2021, filed as Exhibit 2.1 to the Current Report on Form 8-K, filed on November 8, 2021 by Open Text Corporation and incorporated by reference herein](#)
2. [Joinder Agreement to the Agreement and Plan of Merger, dated as of November 8, 2021, by and among Open Text Corporation, Zeta Merger Sub Inc. and Zix Corporation](#)
3. [Tender and Voting Agreement by and among Open Text Corporation and certain stockholders of Zix Corporation, dated as of November 7, 2021](#)
4. [Joinder Agreement to the Tender and Voting Agreement, dated as of November 8, 2021, by and among Open Text Corporation, Zeta Merger Sub Inc. certain stockholders of Zix Corporation](#)
5. [Tender and Voting Agreement by and among Open Text Corporation and Zephyr Holdco, LLC dated as of November 7, 2021](#)
6. [Joinder Agreement to the Tender and Voting Agreement, dated as of November 8, 2021, by and among Open Text Corporation, Zeta Merger Sub Inc., Zix Corporation and Zephyr Holdco, LLC](#)
7. [Confidentiality Agreement, dated as of August 12, 2021, by and between Open Text Corporation and Zix Corporation](#)

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 17, 2021

Open Text Corporation

By: /s/ Gordon A. Davies

Name: Gordon A. Davies

Title: EVP, Chief Legal Officer and Corporate Development

**Schedule A**  
**DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSON**

The name, business address, title and present principal occupation or employment of each of the directors and executive officers of the Reporting Person are set forth below. If no address is given, the business address is 275 Frank Tompa Drive, Waterloo, Ontario, Canada N2L 0A1.

<b>Name and Address if not Open Text's</b>	<b>Citizenship</b>	<b>Present Principal Occupation</b>
Mark J. Barrenechea	United States	Vice Chair, Chief Executive Officer and Chief Technology Officer, Director
Madhu Ranganathan	United States	Executive Vice President, Chief Financial Officer
Lou Blatt	United States	Senior Vice President, Chief Marketing Officer
Gordon A. Davies	Canada	Executive Vice President, Chief Legal Officer and Corporate Development
Prentiss Donohue	United States	Executive Vice President, SMB/C Sales
Paul Duggan	United States	Executive Vice President, Worldwide Renewals
Simon Harrison	United Kingdom	Executive Vice President, Enterprise Sales
Kristina Lengyel	Canada and Hungary	Executive Vice President, Customer Solutions
Muhi Majzoub	United States	Executive Vice President, Chief Product Officer
James McGourlay	Canada	Executive Vice President, International Sales
Renee McKenzie	Canada and United States	Senior Vice President, Chief Information Officer
Douglas M. Parker	Canada and United Kingdom	Senior Vice President, Corporate Development
Howard Rosen	United States	Senior Vice President, Chief Accounting Officer
Brian Sweeney	United States	Executive Vice President, Chief Human Resources Officer
P. Thomas Jenkins	Canada and St. Christopher and Nevis	Chairman of the Board of OpenText
Randy Fowlie	Canada	Director of OpenText
Major General David Fraser	Canada	Director of OpenText and President of Aegis Six Corporation

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Gail E. Hamilton	United States	Director of OpenText
Robert Hau	United States	Director of OpenText and Chief Financial Officer and Treasurer of Fiserv, Inc.
Ann M. Powell	United States	Director of OpenText and EVP, Global Chief Human Resource Officer of Bristol Myers Squibb Co
Stephen J. Sadler	Canada	Director of OpenText and Chairman and CEO of Enghouse Systems Limited
Harmit Singh	United States	Director of OpenText and Executive Vice President & Chief Financial Officer of Levi Strauss & Co.
Michael Slaunwhite	Canada	Director of OpenText
Katharine B. Stevenson	Canada and United States	Director of OpenText
Deborah Weinstein	Canada	Director of OpenText and Co-Founder and Partner of LaBarge Weinstein LLP

**JOINDER AGREEMENT**

This Joinder Agreement (this "Joinder") is made and entered into as of November 8, 2021, by and among Open Text Corporation, a Canadian corporation ("Parent"), Zix Corporation, a Texas corporation (the "Company") and Zeta Merger Sub Inc., a Texas corporation ("Merger Sub"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement and Plan of Merger, dated as of November 7, 2021, by and among Parent and the Company (the "Merger Agreement").

**WHEREAS**, pursuant to the Merger Agreement, Parent agreed to form, or cause to be formed, a wholly owned Texas subsidiary for the purpose of acting as Merger Sub under the Merger Agreement, and to cause such subsidiary to execute a joinder agreement to the Merger Agreement and assume all rights and obligations of the Merger Sub thereunder; and

**WHEREAS**, Merger Sub was incorporated under the Laws of the State of Texas on November 4, 2021 and is a wholly owned subsidiary of Parent formed for the purpose of acting as Merger Sub under the Merger Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants, representations, warranties and agreements contained in the Merger Agreement, the parties hereto agree as follows:

1. Joinder. By executing this Joinder, Merger Sub shall become a Party to the Merger Agreement as of the date hereof and hereby agrees to be bound by the terms, covenants and other provisions of the Merger Agreement applicable to it as Merger Sub and shall assume all rights and obligations of the Merger Sub thereunder, with the same force and effect as if originally named therein.

2. Miscellaneous. Section 9.9 (Severability), Section 9.11 (Governing Law), Section 9.12 (Consent to Jurisdiction), Section 9.13 (Waiver of Jury Trial) and Section 9.14 (Counterparts) of the Merger Agreement shall apply *mutatis mutandis* to this Joinder.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Joinder to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ZIX CORPORATION**

By: /s/ David J. Wagner

\_\_\_\_\_  
Name: David J. Wagner

Title: President and Chief Executive Officer

**OPEN TEXT CORPORATION**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: EVP, CLO and Corporate Development

**ZETA MERGER SUB INC.**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: Director and Secretary

*(Signature Page to Joinder Agreement to Merger Agreement)*

**TENDER AND VOTING AGREEMENT**

THIS TENDER AND VOTING AGREEMENT (this "Agreement"), dated as of November 7, 2021, is made by and among Open Text Corporation, a Canadian corporation ("Parent"), on the one hand, and each stockholder listed on Annex I (each, a "Stockholder" and collectively, the "Stockholders") on the other, each an owner of shares (the "Shares") of common stock, par value \$0.01 per share, of Zix Corporation, a Texas corporation (the "Company"). Capitalized terms used herein without definition shall have the respective meanings specified in the Merger Agreement (as defined below).

WHEREAS, Parent and the Company propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for a wholly-owned subsidiary of Parent ("Merger Sub") to commence a tender offer (the "Offer") for all of the issued and outstanding Shares and the subsequent merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of Shares set forth opposite such Stockholder's name under the heading "Shares Beneficially Owned" on Annex I (all such Shares that are outstanding as of the date hereof, together with any other Shares as to which such Stockholder acquires beneficial ownership after the date hereof and prior to the Effective Time, including any Shares acquired by purchase, stock dividend, distribution, stock split, split-up, merger, consolidation, reorganization, recapitalization, combination or similar transaction or issued upon the exercise of any options, the conversion of any convertible securities, pursuant to the settlement of any restricted stock, or otherwise, being referred to herein as the "Subject Shares"; provided that "Subject Shares" shall not include any shares underlying Company Options, to the extent such Company Options remain unvested or unexercised, or any shares underlying Company RSU's or Company Restricted Shares, to the extent such Company RSU's or Company Restricted Shares remain unvested or subject to restrictions and/or risk of forfeiture, as the case may be, at any time Shares are to be tendered pursuant to Section 1.01);

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Merger Sub have requested that each Stockholder agree to enter into this Agreement, and in order to induce Parent and Merger Sub to enter into the Merger Agreement, each Stockholder (in such Stockholder's capacity as a stockholder of the Company) has agreed to enter into this Agreement; and

WHEREAS, the Board of Directors of the Company has, prior to the execution of this Agreement, unanimously approved this Agreement, the Merger Agreement and the Transactions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt and sufficiency of which is hereby

acknowledged, Parent and Merger Sub agree with each of the individual Stockholders, and each of the individual Stockholders severally agrees with Parent and Merger Sub as follows:

## **ARTICLE 1 AGREEMENT TO TENDER**

Section 1.01 Agreement to Tender. Unless this Agreement is terminated in accordance with its terms, each Stockholder shall duly tender (or cause to be tendered), in the Offer, all of such Stockholder's Subject Shares pursuant to and in accordance with the terms of the Offer free and clear of all Liens. Promptly, but in any event no later than the tenth (10th) Business Day after the commencement of the Offer (such tenth (10th) Business Day, the "Tender Date"), each Stockholder shall (i) deliver (or cause to be delivered) to the depository designated in the Offer (the "Depository") (A) a letter of transmittal with respect to such Stockholder's Subject Shares complying with the terms of the Offer, (B) a certificate or certificates representing such Subject Shares (or an affidavit of lost certificate with respect thereto that is reasonably satisfactory to the Depository to the extent any of such certificates have been lost, misplaced or destroyed) or, in the case of a book-entry transfer of any uncertificated Subject Shares, an "agent's message" (or such other evidence, if any, of transfer as the Depository may reasonably request) and (C) all other documents or instruments required to be delivered pursuant to the terms of the Offer, and/or (ii) instruct such Stockholder's broker or such other Person that is the holder of record of such Stockholder's Subject Shares to tender such Subject Shares pursuant to and in accordance with the terms of the Offer. If a Stockholder acquires Subject Shares after the Tender Date, such Stockholder shall tender (or cause to be tendered) such Subject Shares into the Offer as promptly as practicable after such Subject Shares are acquired but in any event prior to the expiration of the Offer. Each Stockholder agrees that once such Stockholder's Subject Shares are tendered pursuant to the terms hereof, such Stockholder will not withdraw (or cause to be withdrawn) any tender of such Subject Shares, unless and until (x) the Offer shall have been terminated or shall have expired, in each case, in accordance with the terms of the Merger Agreement, or (y) this Agreement shall have been terminated in accordance with Section 4.04 hereof. Notwithstanding anything to the contrary contained herein, a Stockholder shall not be required, for purposes of this Agreement, to exercise any unexercised Company Options or to tender any shares underlying unvested Company RSU's or any unvested Company Restricted Shares that are still subject to restrictions, in each case held by such Stockholder.

### Section 1.02 Voting of Subject Shares.

(a) For so long as this Agreement is in effect, at every meeting of the Stockholders of the Company called for such purpose, and at every adjournment or postponement thereof, each Stockholder shall, or shall cause the holder of record on any applicable record date to, vote or to provide a written consent in respect of such Stockholder's Subject Shares (to the extent that any of such Stockholder's Subject Shares have not been purchased in the Offer) against (i) any Acquisition Proposal or any proposal relating to any Acquisition Proposal, (ii) any merger (other than the Merger), consolidation or other combination involving the Company or the Company Subsidiaries or a reorganization, recapitalization, extraordinary dividend, dissolution or liquidation of the Company or any of its Subsidiaries, (iii) to the extent submitted to a stockholder vote, any change in the business,

management or Board of Directors of the Company (other than as directed by Parent or Merger Sub) or (iv) any other action, proposal or agreement that would (A) reasonably be expected to impede, interfere with, materially delay or postpone the Merger or the other transactions contemplated by the Merger Agreement, (B) result in any of the Offer Conditions or conditions to the Merger not being fulfilled or satisfied or (C) change in any manner the dividend policy or capitalization of, including the voting rights of any class of equity interests in, the Company. Each Stockholder shall retain at all times the right to vote such Stockholder's Subject Shares in such Stockholder's sole discretion and without any other limitation on those matters other than those set forth in this Section 1.02. In the event that any meeting of the Stockholders of the Company is held, such Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause such Stockholder's Subject Shares (to the extent that any of such Stockholder's Subject Shares are not purchased in the Offer) to be counted as present thereat for purposes of establishing a quorum.

(b) Such Stockholder hereby revokes (and agrees to cause to be revoked and to promptly communicate in writing notice of such revocation to the relevant proxy holder) any proxies that such Stockholder has heretofore granted with respect to the Subject Shares. In furtherance of the agreements herein, each Stockholder hereby irrevocably grants to, and appoints, Parent and any person or persons designated in writing by Parent, and each of them individually, such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote all its Shares, or grant a consent or approval in respect of such Shares, or execute and deliver a proxy to vote such Shares, on the matters and in the manner specified in Section 1.02(a) (but not on any other matters).

(c) Each Stockholder hereby affirms that the irrevocable proxy set forth in Section 1.02(b) is given in connection with, and in consideration of, the execution of the Merger Agreement by Parent, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder under this Agreement. Each Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest sufficient in law to support an irrevocable power and may under no circumstances be revoked. Such Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 21.369 of the TBOC until such time as this Agreement shall have been terminated in accordance with Section 4.04.

(d) As used in this Section 1.02, the term "Subject Shares" shall also include any unvested Company Restricted Shares as to which the related Stockholder has full voting rights notwithstanding the fact that such unvested Company Restricted Shares are subject to restrictions and/or risk of forfeiture.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES**

Section 2.01 Representations and Warranties of the Stockholders. Each Stockholder (only as to itself) hereby severally but not jointly represents and warrants to Parent and Merger Sub as follows:

(a) Organization. In the case any of Stockholder that is not a natural person, such Stockholder is an entity duly organized, validly existing and in good standing under the applicable Laws of its jurisdiction of formation.

(b) Authorization; Validity of Agreement; Necessary Action. Such Stockholder has the legal capacity and all power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. To the extent applicable, the execution and delivery of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of such Stockholder. This Agreement has been duly executed and delivered by such Stockholder and, assuming the due execution of this Agreement by Parent, constitutes a valid and binding obligation of such Stockholder, enforceable against each such Stockholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar applicable Laws affecting creditors' rights generally and to general principles of equity. If such Stockholder is married and the Shares set forth on Annex I hereto constitute community property under applicable Law, this Agreement (or a Spousal Consent regarding this Agreement) has been duly authorized, executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse.

(c) Ownership. As of the date hereof, the number of Shares beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by such Stockholder is set forth opposite such Stockholder's name under the heading "Shares Beneficially Owned" on Annex I. Such Stockholder's Subject Shares are, and (except as otherwise expressly permitted by this Agreement) any additional Shares and any options to purchase Shares or any other securities of the Company convertible, exercisable or exchangeable into Shares that are acquired by the Stockholder after the date hereof and prior to the Effective Time will be, beneficially owned solely by the Stockholder (and any spouse thereof having community property rights under applicable Law). As of the date hereof, such Stockholder's Subject Shares constitute all of the securities of the Company (other than Shares beneficially owned in the form of options to purchase Shares, unvested Company RSU's or unvested Company Restricted Shares outstanding as of the date hereof) held of record, beneficially owned by or for which voting power or disposition power is held or shared by the Stockholder. Such Stockholder has (except as otherwise expressly permitted by this Agreement) sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article 1, Article 3, and Section 4.04, and sole right, power and authority to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Stockholder's Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable Laws and the terms of this Agreement and, with respect to Subject Shares that constitute Company Options, Company RSU's or Company Restricted Shares that are unvested or unexercised, subject to risk

of forfeiture under the applicable Plan of the Company. Such Stockholder has good, valid and marketable title to such Stockholder's Subject Shares, free and clear of all Liens. Such Stockholder further represents that any proxies heretofore given in respect of the Shares owned beneficially and of record by such Stockholder are revocable.

(d) No Violation. The execution, delivery and performance of this Agreement by such Stockholder, and the consummation by such Stockholder of the transactions contemplated hereby does not and will not, (i) assuming the filing of such reports as may be required under Sections 13(d) and 16 of the Exchange Act, conflict with or violate any Law applicable to such Stockholder or by which any of such Stockholder's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of such Stockholder pursuant to, any Contract to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's assets or properties is bound, except for any of the foregoing in (i) or (ii) above as would not reasonably be expected, either individually or in the aggregate, to impair in any material respect the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution, delivery and performance of this Agreement by such Stockholder, and the consummation by such Stockholder of the transactions contemplated hereby does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to any (x) Governmental Authority, except for filings that may be required under the Exchange Act or the HSR Act or (y) third party (including with respect to individuals, any spouse, and with respect to trusts, any co-trustee or beneficiary), except, in the case of (x) or (y) above, as would not reasonably be expected, either individually or in the aggregate, to impair in any material respect the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(e) Information. None of the information relating to such Stockholder provided by or on behalf of such Stockholder in writing for inclusion in the Offer Documents or the Schedule 14D-9 will, at the respective times such documents are filed with the SEC or are first published, sent or given to Stockholders of the Company, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) Absence of Litigation. As of the date hereof, there is no suit, action, investigation or proceeding pending or, to the knowledge of such Stockholder, threatened against such Stockholder before or by any Governmental Authority that would impair in any material respect the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(g) Brokers' Fees. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on

behalf of such Stockholder, other than ordinary and customary fees related to brokerage or similar accounts.

(h) Acknowledgement. Such Stockholder has received and reviewed a draft copy of the Merger Agreement or a summary thereof. Such Stockholder understands and acknowledges that each of Parent and Merger Sub is entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

Section 2.02 Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub, jointly and severally, hereby represents and warrants to each Stockholder as follows (it being understood that the representations and warranties with respect to Merger Sub are made effective only upon, and as of, the execution of the Joinder (as defined below) by Merger Sub):

(a) Organization. Each of Parent and Merger Sub is duly incorporated, validly existing and, when applicable, in good standing under the applicable Law of its jurisdiction of formation.

(b) Authorization; Validity of Agreement; Necessary Actions. Each of Parent and Merger Sub has all power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming the due execution of this Agreement by the Stockholders, constitutes a valid and binding agreement of each of Parent and Merger Sub, enforceable against each such Person in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar applicable Law affecting creditors' rights generally and by general principles of equity.

(c) No Violation. The execution, delivery and performance of this Agreement by Parent and Merger Sub, and the consummation by Parent and Merger Sub of the transactions contemplated hereby does not and will not, (i) assuming compliance with the matters set forth in Section 4.4 of the Merger Agreement, conflict with or violate any Law applicable to Parent or Merger Sub or by which any of Parent's or Merger Sub's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, to the extent applicable, any provisions of the organizational documents of Parent or Merger Sub, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of by Parent or Merger Sub pursuant to any Contract to which Parent or Merger Sub is a party or by which by Parent or Merger Sub or any of Parent's or Merger Sub's assets or properties is bound, except for any of the foregoing in (i) or (ii) above as would not reasonably be expected, either individually or in the aggregate, to impair in any material respect the ability of by Parent or Merger Sub to perform their obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution, delivery and performance of this Agreement by Parent and Merger Sub, and the consummation by Parent and Merger Sub of the transactions contemplated hereby does not and

will not, require any consent, approval, authorization or permit of, or filing with or notification to any (x) Governmental Authority, except for filings of the Certificate of Merger with the Secretary of State of the State of Texas or filings that may be required under the Exchange Act and the HSR Act or (y) third party, except, in the case of (x) or (y) above, as would not reasonably be expected, either individually or in the aggregate, to impair in any material respect the ability of Parent or Merger Sub to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

### ARTICLE 3 OTHER COVENANTS

#### Section 3.01 No Transfers; No Group.

(a) Each Stockholder hereby agrees, while this Agreement is in effect, and except as expressly contemplated hereby, not to, directly or indirectly (i) grant any proxy or power-of-attorney or enter into any voting trust or other agreement or arrangement with respect to the voting of any Subject Shares, (ii) sell, transfer, pledge, encumber, assign, gift or otherwise dispose (whether by sale, merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise, including by operation of law, other than by death of any person) of, or consent to any of the foregoing (collectively, a “Transfer”), any Subject Shares or any rights or interests therein, (iii) or enter into any Contract with respect to any Transfer (whether by actual disposition or effective economic disposition due to hedging, cash settlement or otherwise) of, any of the Subject Shares or any interest therein, or (iv) take any other action that would restrict the ability, limit or interfere in any material respect with the performance of such Stockholder’s obligations hereunder or the transactions contemplated hereby. Notwithstanding the foregoing, the preceding sentence shall not prohibit a Transfer of Subject Shares by a Stockholder (i) if such Stockholder is an individual, to any member of such Stockholder’s immediate family, a family trust of such Stockholder or a charitable institution, or upon the death of such Stockholder, (ii) if such Stockholder is a partnership, limited liability company or trust, to one or more partners or members of such Stockholder or to an affiliated corporation under common control with such Stockholder or to any trustee or beneficiary of the trust, provided that any Transfer permitted pursuant to clauses (i) or (ii) above shall be permitted only if, as a precondition to such Transfer, the transferee of such Subject Shares agrees in writing with Parent and Merger Sub to be bound by the terms and conditions of this Agreement (or an agreement that is substantively identical to this Agreement).

(b) Each Stockholder agrees that it shall not, and shall cause each of its Affiliates not to, become a member of a “group” (as that term is used in Section 13(d) of the Exchange Act) that it is not currently a part of and that has been disclosed in a filing on Schedule 13D prior to the date hereof (other than as a result of entering into this Agreement) with respect to any Shares, warrants or any other voting securities of the Company for the purpose of opposing or competing with the Transactions.

Section 3.02 Changes to Shares. In case of a stock dividend or distribution, or any change in Shares by reason of any stock dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or the like, the term “Shares” shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any

securities into which or for which any or all of the Shares may be changed or exchanged or which are received in such transaction. Each Stockholder agrees, while this Agreement is in effect, to notify Parent promptly in writing of the number of any additional Shares or other securities of the Company acquired by such Stockholder, if any, after the date hereof.

Section 3.03 No Inconsistent Arrangements. Each Stockholder agrees, while this Agreement is in effect, (i) not to take, agree or commit to take any action that would reasonably be expected to make any representation or warranty of such Stockholder contained in this Agreement inaccurate in any material respect as of any time during the term of this Agreement or (ii) to take all reasonable action necessary to prevent any such representation or warranty from being inaccurate in any material respect at any such time.

Section 3.04 Appraisal Rights. Each Stockholder waives and agrees not to exercise any rights of appraisal, rights to dissent or similar rights with respect to the Merger or other transactions contemplated by the Merger Agreement that such Stockholder may have with respect to such Stockholder's Subject Shares pursuant to applicable Law, including Subchapter H, Chapter 10 of the TBOC.

#### **ARTICLE 4 MISCELLANEOUS**

Section 4.01 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered to Parent and Merger Sub in accordance with Section 9.2 of the Merger Agreement and to each Stockholder at its address set forth below such Stockholder's signature hereto (or at such other address for a party as shall be specified by like notice) and shall be deemed to have been duly given to a Stockholder (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) immediately upon delivery by hand or by fax; or (iv) on the date sent by email.

Section 4.02 Further Assurances. Each Stockholder shall, upon request of Parent or Merger Sub, execute and deliver, or cause to be executed and delivered any additional documents and other instruments, or take, or cause to be taken, such further actions, in each case, as may reasonably be requested by Parent or Merger Sub to carry out the provisions of this Agreement and the transaction contemplated hereby.

Section 4.03 Disclosure. Each Stockholder shall permit the Company, Parent and Merger Sub to publish and disclose in all documents and schedules filed with the SEC to the extent required under the Exchange Act and the regulations promulgated thereunder, such Stockholder's identity and ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under this Agreement.

Section 4.04 Termination. This Agreement and all rights and obligations hereunder shall terminate upon the earlier of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, or (iii) the mutual written agreement of the parties to terminate this Agreement. In the event of a termination of this Agreement pursuant to

this Section 4.04, this Agreement shall become void and of no effect with no liability on the part of any party hereto; provided that the provisions of Article 4, but excluding Section 4.02, shall survive the termination of this Agreement, and no such termination shall relieve any party hereto from any liability for any willful and material breach of this Agreement occurring prior to such termination.

Section 4.05 Amendments and Waivers.

(a) The parties hereto may modify or amend this Agreement by written agreement executed and delivered by the respective parties.

(b) Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party expressly granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 4.06 Expenses. All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses, whether or not the transactions contemplated by this Agreement or the Transactions are consummated; provided, however, that Parent and Merger Sub acknowledge and agree that the Company shall, at its expense, have its internal or external legal counsel provide legal services to the Shareholders in connection with their entry into this Agreement and consummation of the transactions contemplated hereby.

Section 4.07 Stop Transfer Order; Legend. In furtherance of this Agreement, concurrently herewith each Stockholder shall, and hereby does authorize the Company or its counsel to, notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Shares of such Stockholder (and that this Agreement places limits on the voting and transfer of such Subject Shares).

Section 4.08 Binding Effect; Benefit; Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties except that Parent and Merger Sub may assign, in their sole discretion and without the consent of any other party, any or all of their rights, interests and obligations hereunder to each other or to one or more of direct or indirect wholly-owned subsidiaries of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 4.09 Governing Law. This Agreement and all Legal Proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Parent, Merger Sub or the Stockholders in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of Delaware or any other jurisdiction)

that would cause the application of the Laws of any jurisdiction other than the State of Delaware (except for provisions of this Agreement or aspects of the Transactions that are specifically stated to be governed by the Laws of another jurisdiction (in which case such provisions or aspects of the Transactions shall be deemed to be governed by the Laws of such jurisdiction)).

Section 4.10 Jurisdiction. Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts, as hereinafter defined) in any Legal Proceeding relating to the Transactions, for and on behalf of itself or any of its properties or assets, in accordance with Section 4.01 or in such other manner as may be permitted by applicable Law, but nothing in this Section 4.10 will affect the right of any party hereto to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the state courts of the State of Delaware, or any federal court sitting in the State of Delaware (the “***Chosen Courts***”) in the event that any dispute or controversy arises out of this Agreement or the Transactions; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any Chosen Court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the Transactions will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto agrees that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 4.11 Service of Process. Each party irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 4.10 in any such action or proceeding by mailing copies thereof by registered or certified United States mail, postage prepaid, return receipt requested, to such party’s address as specified in or pursuant to Section 4.01. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

Section 4.12 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (c) IT MAKES THIS

WAIVER VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 4.12.

Section 4.13 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Company Board has approved, for purposes of any applicable anti-takeover laws and regulations, and any applicable provision of the Company's articles of organization and bylaws, the transactions contemplated by the Merger Agreement and this Agreement, (b) the Merger Agreement is executed by all parties thereto, and (c) this Agreement is executed by all parties hereto.

Section 4.14 Entire Agreement; Third Party Beneficiaries. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to in this Agreement (a) constitute the entire agreement among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (b) is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder. Notwithstanding the foregoing, Parent agrees to cause Merger Sub to execute a Joinder to this Agreement (the "Joinder") as soon as reasonably practicable following the date hereof (and in any event prior to the Offer Commencement Date) and immediately upon the execution of the Joinder by Merger Sub, and without further action by any party hereto, Merger Sub shall become a party hereto and shall be bound by the terms, covenants and other provisions of this Agreement applicable to it as Merger Sub and shall assume all rights and obligations of the Merger Sub hereunder, with the same force and effect as if it were an original signatory hereto.

Section 4.15 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Section 4.16 Specific Performance.

(a) The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform the provisions of this Agreement (including any party hereto failing to take such actions that are required of it by this Agreement in order to consummate the Transactions) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that: (A) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this

Agreement and to enforce specifically the terms of this Agreement; and (B) the right of specific enforcement is an integral part of the Transactions and without that right, neither the Company nor Parent would have entered into this Agreement.

(b) The parties hereto agree not to raise any objections to (A) the granting of an injunction, specific performance or other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement by the Stockholders or the Company, on the one hand, or Parent and Merger Sub, on the other hand; and (B) the specific performance of the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants, obligations and agreements of the parties hereto pursuant to this Agreement. Any party hereto seeking an injunction or injunctions to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such injunction or enforcement, and each party hereto irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

Section 4.17 Stockholder Capacity. It is understood that each Stockholder severally enters into this Agreement solely in such Stockholder's capacity as a Stockholder of the Company, and not, if applicable, in such Stockholder's capacity as a director, officer, or employee of the Company. Nothing herein shall be construed as preventing or limiting a Stockholder, or a director, officer or employee of a Stockholder or affiliate of a Stockholder, who is an officer or director of the Company from taking (or omitting to take) any action in his or her capacity as a director or officer of the Company or otherwise fulfilling the obligations of such office (including the performance of obligations required by the fiduciary obligations of such Stockholder, or director, officer or employee of a Stockholder or affiliate of a Stockholder, acting solely in his or her capacity as an officer or director of the Company), but nothing in this Section 4.17 is intended to modify any of the rights or obligations under the Merger Agreement.

Section 4.18 Stockholder Obligations Several and Not Joint. The obligations of each Stockholder hereunder shall be several and not joint and no Stockholder shall be liable for any breach of the terms of this Agreement by any other Stockholder.

Section 4.19 Headings. The Section headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.20 Interpretation. Any reference to any national, state, local or foreign applicable Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. When a reference is made in this Agreement to Sections, such reference shall be to a Section to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation

Section 4.21 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 4.22 Counterparts; Facsimile Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of facsimile transmission or other electronic transmission, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 4.23 No Ownership Interest. Except as specifically provided herein, (a) all rights, ownership and economic benefits of and relating to a Stockholder's Subject Shares shall remain vested in and belong to such Stockholder and (b) Parent and Merger Sub shall have no authority to exercise any power or authority to direct or control the voting or disposition of any Subject Shares or direct such Stockholder in the performance of its duties or responsibilities as a stockholder of the Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**OPEN TEXT CORPORATION**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: EVP, CLO and Corporate Development

[Signature Page – Tender and Voting Agreement (D&O)]

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Mark J. Bonney

Printed Name: Mark J. Bonney

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Theresa Bonney, spouse of Mark J. Bonney, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: 11-06-2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Maryclaire Campbell

Printed Name: Maryclaire Campbell

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Jason E. Campbell, spouse of Maryclaire Campbell, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 5, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Taher A. Elgamal

Printed Name: Taher A. Elgamal

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Manal Elgamal, spouse of Taher A. Elgamal, have read and approve the foregoing Tender and Voting Agreement (the **“Agreement”**). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 5, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Robert C. Hausmann

Printed Name: Robert C. Hausmann

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Lori Hausmann, spouse of Robert C. Hausmann, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 5, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Maribess L. Miller

Printed Name: Maribess L. Miller

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Gerald Miller, spouse of Maribess L. Miller, have read and approve the foregoing Tender an Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 6, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ David J. Wagner

Printed Name: David J. Wagner

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Jennifer L. Wagner, spouse of David J. Wagner, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 5, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Ryan L. Allphin

Printed Name: Ryan L. Allphin

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Elycse Allphin, spouse of Ryan L. Allphin, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 6, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ John P. Di Leo

Printed Name: John P. Di Leo

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Elise Di Leo, spouse of John P. Di Leo, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 6, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ David E. Rockvam

Printed Name: David E. Rockvam

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page – Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Katherine Rockvam, spouse of David E. Rockvam, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 6, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Noah F. Webster

Printed Name: Noah F. Webster

**Notice Address:**

[REDACTED]

**Notice Email Address:**

[REDACTED]

*[Signature Page–Tender and Voting Agreement]*

**TENDER AND VOTING AGREEMENT – SPOUSAL CONSENT**

I, Angela Webster, spouse of Noah F. Webster, have read and approve the foregoing Tender and Voting Agreement (the “**Agreement**”). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the community property laws of the State of Texas or similar laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Date: Nov 5, 2021

Signature of Spouse: [REDACTED]

Printed Name of Spouse: [REDACTED]

*[Signature Page – Spousal Consent]*

ANNEX I

<u>Stockholder</u>	<u>Shares Beneficially Owned</u>
Mark J. Bonney – Director	162,362
Maryclaire Campbell – Director	61,808
Taher A. Elgamal – Director	119,652
Robert C. Hausmann – Director	130,866
Maribess L. Miller – Director	120,996
David J. Wagner – Director	1,323,871
Ryan L. Allphin – Sec 16	313,700
John P. Di Leo – Sec 16	331,206
David E. Rockvam – Sec 16	688,229
Noah F. Webster – Sec 16	274,423
<b>Total</b>	<b>3,527,113</b>

**JOINDER AGREEMENT**

This Joinder Agreement (this "Joinder") is made and entered into as of November 8, 2021, by and among Open Text Corporation, a Canadian corporation ("Parent"), Zeta Merger Sub Inc., a Texas corporation ("Merger Sub"), and each of the Stockholders who are party to the Tender and Voting Agreement (defined below). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Tender and Voting Agreement, dated as of November 7, 2021, by and among Parent and the Stockholders (the "Tender and Voting Agreement").

**WHEREAS**, pursuant to the Tender and Voting Agreement, Parent agreed to cause Merger Sub to execute a joinder to the Tender and Voting Agreement as soon as reasonably practicable following the date of the Tender and Voting Agreement;

**WHEREAS**, Merger Sub was incorporated under the Laws of the State of Texas on November 4, 2021 and is a wholly owned subsidiary of Parent;

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants, representations, warranties and agreements contained in the Tender and Voting Agreement, the parties hereto agree as follows:

1. Joinder. By executing this Joinder, Merger Sub shall become a party to the Tender and Voting Agreement as of the date hereof and hereby agrees to be bound by the terms, covenants and other provisions of the Tender and Voting Agreement applicable to it as Merger Sub and shall assume all rights and obligations of the Merger Sub thereunder, with the same force and effect as if originally named therein.

2. Miscellaneous. Section 4.15 (Severability), Section 4.09 (Governing Law), Section 4.10 (Jurisdiction), Section 4.12 (Waiver of Jury Trial) and Section 4.20 (Counterparts) of the Tender and Voting Agreement shall apply *mutatis mutandis* to this Joinder.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**OPEN TEXT CORPORATION**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: EVP, CLO and Corporate  
Development

**ZETA MERGER SUB INC.**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: Director and Secretary

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Mark J. Bonney

Printed Name: Mark J. Bonney

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Maryclaire Campbell

Printed Name: Maryclaire Campbell

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Taher A. Elgamal

Printed Name: Taher A. Elgamal

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Robert C. Hausmann

Printed Name: Robert C. Hausmann

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Maribess L. Miller

Printed Name: Maribess L. Miller

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ David J. Wagner

Printed Name: David J. Wagner

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Ryan L. Allphin

Printed Name: Ryan L. Allphin

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ John P. Di Leo

Printed Name: John P. Di Leo

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ David E. Rockvam

Printed Name: David E. Rockvam

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**IN WITNESS WHEREOF**, each of the Stockholders below has severally caused this Joinder to be duly executed as of the day and year first above written.

**STOCKHOLDER**

/s/ Noah F. Webster

Printed Name: Noah F. Webster

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**TENDER AND VOTING AGREEMENT**

THIS TENDER AND VOTING AGREEMENT (this "Agreement"), dated as of November 7, 2021, is made by and among Open Text Corporation, a Canadian corporation ("Parent"), Zix Corporation, a Texas corporation (the "Company"), and Zephyr Holdco, LLC, a Delaware limited liability company (the "Stockholder"), an owner of shares of Series A Convertible Preferred Stock, par value \$1.00 per share, of the Company ("Company Series A Preferred Stock"). Capitalized terms used herein without definition shall have the respective meanings specified in the Merger Agreement (as defined below).

WHEREAS, Parent and the Company propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time in accordance with its terms (except for any Adverse Amendment, as defined below), the "Merger Agreement"), which provides, among other things, for a wholly-owned subsidiary of Parent ("Merger Sub") to commence a tender offer (the "Offer") for all of the issued and outstanding shares of common stock, par value \$0.01 per share, of the Company ("Company Common Stock") and the subsequent merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, the Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of shares of Company Common Stock and Company Series A Preferred Stock set forth opposite the Stockholder's name under the headings "Company Common Stock" and "Company Series A Preferred Stock", respectively, on Annex I (all such shares that are outstanding as of the date hereof, together with any other shares of Company Common Stock or Company Series A Preferred Stock as to which the Stockholder acquires beneficial ownership after the date hereof and prior to the Effective Time, including any shares acquired by purchase, stock dividend, distribution, stock split, split-up, merger, consolidation, reorganization, recapitalization, combination or similar transaction or issued upon the exercise of any options, the conversion of any convertible securities (including the Conversion Shares, as defined below), pursuant to the settlement of any restricted stock, or otherwise, being referred to herein as the "Subject Shares");

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Merger Sub have requested that the Stockholder agree to enter into this Agreement, and in order to induce Parent and Merger Sub to enter into the Merger Agreement, the Stockholder has agreed to enter into this Agreement; and

WHEREAS, the Board of Directors of the Company has, prior to the execution of this Agreement, unanimously approved this Agreement, the Merger Agreement and the Transactions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

**ARTICLE 1**  
**AGREEMENT TO TENDER**

Section 1.01 Agreement to Convert Company Series A Preferred Stock. The Stockholder agrees to convert, immediately prior to the Expiration Time and subject to satisfaction of each of the Conversion Conditions (as defined below), each Subject Share of Company Series A Preferred Stock into shares of Company Common Stock (any shares of Company Common Stock resulting from such conversion, "Conversion Shares") in accordance with the terms of the Certificate of Designation of the Company Series A Preferred Stock, dated February 15, 2019 (the "Certificate of Designation"). The date of the effectiveness of such conversion of all such shares of Company Series A Preferred Stock into shares of Company Common Stock shall be referred to as the "Conversion Date." The Stockholder hereby waives any and all notice and/or consent rights the Stockholder or its affiliates may have under the Certificate of Designation or that certain Investment Agreement, dated as of January 14, 2019, by and between the Company and TW, with respect to the Merger and the Transactions.

Section 1.02 Agreement to Tender.

(a) Unless this Agreement is terminated in accordance with its terms, the Stockholder shall duly tender (or cause to be tendered), in the Offer, immediately prior to the Expiration Time and subject to satisfaction of each of the requirements in Section 1.02(a)(ii), all of the Subject Shares pursuant to and in accordance with the terms of the Offer free and clear of all Liens. Promptly, but in any event no later than the tenth (10th) Business Day after the commencement of the Offer (such tenth (10th) Business Day, the "Tender Date"), the Stockholder shall:

(i) with respect to any Subject Shares of Company Common Stock (other than with respect to the Conversion Shares, the tender of which shall be effected as provided by Section 1.02(a)(ii)), if any, (i) deliver (or cause to be delivered) to the depository designated in the Offer (the "Depository") (A) a letter of transmittal with respect to the Subject Shares complying with the terms of the Offer, (B) a certificate or certificates representing such Subject Shares (or an affidavit of lost certificate with respect thereto that is reasonably satisfactory to the Depository to the extent any of such certificates have been lost, misplaced or destroyed) or, in the case of a book-entry transfer of any uncertificated Subject Shares, an "agent's message" (or such other evidence, if any, of transfer as the Depository may reasonably request) and (C) all other documents or instruments required to be delivered pursuant to the terms of the Offer, and/or (ii) instruct the Stockholder's broker or such other Person that is the holder of record of such Subject Shares to tender such Subject Shares pursuant to and in accordance with the terms of the Offer;

(ii) with respect to any and all Subject Shares of Company Preferred Stock and all Conversion Shares, deliver (or cause to be delivered) to the Depository (A) a letter of transmittal with respect to the Conversion Shares complying with the terms of the Offer and this Section 1.02(a)(ii), which shall be deemed effective immediately following the issuance of the Conversion Shares as provided in clause (C) hereof and prior to the Expiration Time, (B) a certificate or certificates representing the Subject Shares of Company Series A Preferred Stock from which the Conversion Shares are to be issued

upon conversion thereof (or an affidavit of lost certificate with respect thereto that is reasonably satisfactory to the Depositary to the extent any of such certificates have been lost, misplaced or destroyed) or, in the case of a book-entry transfer of any uncertificated Subject Shares of Company Series A Preferred Stock, an “agent’s message” (or such other evidence, if any, of transfer as the Depositary may reasonably request), (C) a Conversion Notice (as defined in the Certificate of Designation) of such Subject Shares of Company Series A Preferred Stock into the Conversion Shares (together with any appropriate endorsements and transfer documents), which conversion shall be deemed effective immediately and automatically upon the satisfaction of each of the Conversion Conditions and immediately thereafter such Conversion Shares shall be tendered as contemplated by the letter of transmittal prior to the Expiration Time as contemplated by clause (A) above, and shall be irrevocable except as contemplated by Section 1.02(c); provided, that, notwithstanding anything herein to the contrary, the conversion of the Stockholder’s Company Series A Preferred Stock and tender of Conversion Shares by the Stockholder shall each be conditioned upon and subject to, and shall only be deemed effective upon, the satisfaction (or waiver by the Stockholder) of each of the following conditions: (i) all of the Offer Conditions (other than the Minimum Condition) have been satisfied, (ii) upon conversion by the Stockholder of its Company Series A Preferred Stock and the tender of such Conversion Shares, the Minimum Condition will have been satisfied, (iii) Merger Sub has the financial means available to, and will, promptly following such conversion and tender by the Stockholder and the Expiration Time, accept for payment all such Conversion Shares validly tendered in the Offer and not theretofore withdrawn, and (iv) receipt by the Stockholder (with a copy delivered to the Company) of a duly executed certificate of a duly authorized officer of Parent stating clauses (i) through (iii) above are true (the conditions set forth in the foregoing clauses (i) through (iv), the “Conversion Conditions”), and (D) all other documents or instruments required to be delivered pursuant to the terms of the Offer, subject to the terms and conditions hereof. Notwithstanding anything herein to the contrary, in the event that Parent, Merger Sub and the Company fail to consummate the Closing, any conversion of the Stockholder’s Company Series A Preferred Stock and/or tender of Conversion Shares that is effected without satisfaction (or waiver by the Stockholder) of each of the Conversion Conditions in accordance with this Section 1.02(a)(ii) during the term of this Agreement without the prior written consent of the Stockholder shall be null and void ab initio and have no effect.

(b) If the Stockholder acquires Subject Shares after the Tender Date, the Stockholder shall comply with clauses (i) and/or (ii), as applicable, of Section 1.02(a) with respect to such Subject Shares as promptly as practicable after such Subject Shares are acquired but in any event prior to the Expiration Time.

(c) The Stockholder agrees that once the Subject Shares (including any Conversion Shares) are tendered in accordance with and subject to the terms and conditions hereof, the Stockholder will not withdraw (or cause to be withdrawn) any tender thereof, unless and until (x) the Offer shall have been terminated or shall have expired, in each case, in accordance with the terms of the Merger Agreement, (y) this Agreement shall have been terminated in accordance with Section 4.04 hereof, or (z) the Minimum Condition will not be met upon the conversion of the Stockholder’s Company Series A Preferred Stock and tender of the Conversion Shares immediately prior to the Expiration Time

(d) Subject to the terms and conditions hereof, the Company covenants to cause its transfer agent to record such conversion and transfer to Merger Sub in the Company's stock book on the terms set forth therein and to take all other reasonable action as is required to effect the conversion and tender subject to and in accordance with the terms of this Agreement.

(e) Each of Parent and the Company shall use their respective reasonable best efforts to cause the Closing of the Merger to occur on the same day as the payment of the Offer Acceptance Consideration and in any event each of Parent and the Company shall cause the Closing of the Merger to occur within one (1) Business Day following the payment of the Offer Acceptance Consideration, in each case upon the terms and subject to the conditions set forth in the Merger Agreement.

(f) Solely in the event that the Merger Agreement is terminated in accordance with its terms, the Company hereby agrees to indemnify and hold harmless, to the fullest extent permitted by applicable Law, the Stockholder and its the former, current and future holders of any equity, controlling persons, Representatives, Affiliates, members, managers, general or limited partners, stockholders, directors, officers, employees, agents, attorneys and assignees of each of the Stockholder and each of their respective Affiliates and former, current and future holders of any equity, controlling persons, Representatives, Affiliates, members, managers, general or limited partners, stockholders, directors, officers, employees, agents, attorneys and assignees of each of the foregoing (collectively, the "Stockholder Related Parties") from and against any costs, fees and expenses (including attorneys' fees and investigation expenses), judgments, fines, losses (including economic losses), claims, damages, liabilities and amounts paid, including in settlement or compromise, in connection with (i) any Legal Proceeding, whether civil, criminal, administrative or investigative, to the extent that such Legal Proceeding arises, directly or indirectly, out of or pertains, directly or indirectly, to the transactions contemplated hereby and/or the Transactions, (ii) any actions taken by the Company, Parent or Merger Sub with respect to the transactions contemplated hereby and/or the Transactions, and (iii) any conversion of the Stockholder's Company Series A Preferred Stock and/or tender of Conversion Shares that is not in accordance with the terms of this Agreement, including Section 1.02(a)(ii).

#### Section 1.03 Voting of Subject Shares.

(a) For so long as this Agreement is in effect, at every meeting of the Stockholders of the Company called for such purpose, and at every adjournment or postponement thereof, the Stockholder shall, or shall cause the holder of record on any applicable record date to, vote or to provide a written consent in respect of the Subject Shares (to the extent that any of the Subject Shares have not been purchased in the Offer) against (i) any Acquisition Proposal or any proposal relating to any Acquisition Proposal, (ii) any merger (other than the Merger), consolidation or other combination involving the Company or the Company Subsidiaries or a reorganization, recapitalization, extraordinary dividend, dissolution or liquidation of the Company or any of its Subsidiaries, (iii) to the extent submitted to a stockholder vote, any change in the business, management or Board of Directors of the Company (other than as directed by Parent or Merger Sub) or (iv) any other action, proposal or agreement that would (A) reasonably be expected, to impede, interfere with, materially delay or postpone the Merger or the other transactions contemplated by the Merger Agreement, (B) result in any of the Offer Conditions or conditions to the Merger not being fulfilled or satisfied or (C) change in any manner the dividend

policy or capitalization of, including the voting rights of any class of equity interests in, the Company. The Stockholder shall retain at all times the right to vote the Subject Shares in the Stockholder's sole discretion and without any other limitation on those matters other than those set forth in this Section 1.03. In the event that any meeting of the Stockholders of the Company is held, the Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares (to the extent that any of the Subject Shares are not purchased in the Offer) to be counted as present thereat for purposes of establishing a quorum.

(b) Notwithstanding anything herein to the contrary, the Stockholder shall remain free to vote (or execute proxies with respect to the Subject Shares) with respect to any matter not covered by Section 1.03(a) in any manner the Stockholder deems appropriate.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

Section 2.01 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) Organization. The Stockholder is an entity duly organized, validly existing and in good standing under the applicable Laws of its jurisdiction of formation.

(b) Authorization; Validity of Agreement; Necessary Action. The Stockholder has the legal capacity and all requisite power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. To the extent applicable, the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming the due execution of this Agreement by Parent, constitutes a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar applicable Laws affecting creditors' rights generally and to general principles of equity.

(c) Ownership. As of the date hereof, the number of shares of Company Common Stock and Company Series A Preferred Stock beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by the Stockholder (and any employee of the Stockholder or its affiliates who is a director of the Company) is set forth opposite the Stockholder's name under the headings "Company Common Stock" and "Company Series A Preferred Stock" on Annex I, respectively. Such shares of Company Common Stock or Company Series A Preferred Stock are, and (except as otherwise expressly permitted by this Agreement) any additional shares of Company Common Stock or Company Preferred Stock and any options to purchase shares of Company Common Stock or Company Preferred Stock or any other securities of the Company convertible, exercisable or exchangeable into shares of Company Common Stock or Company Preferred Stock that are acquired by the Stockholder after the date hereof and prior to the Effective Time will be, beneficially owned solely by the Stockholder. As of the date hereof, the Subject Shares set forth on Annex I constitute all of the securities of the Company held of record,

beneficially owned by or for which voting power or disposition power is held or shared by the Stockholder. The Stockholder has and (except as otherwise expressly permitted by this Agreement) will have at all times through the Offer Acceptance Time sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article 1, Article 3, and Section 4.04, and sole right, power and authority to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable Laws and the terms of this Agreement. The Stockholder has good, valid and marketable title to the Subject Shares, free and clear of all Liens, other than pursuant to this Agreement, and the Stockholder will have good, valid, and marketable title to all of the Subject Shares at all times through the Offer Acceptance Time, free and clear of any Liens. The Stockholder further represents that any proxies heretofore given in respect of any Subject Shares by the Stockholder are revocable.

(d) No Violation. The execution, delivery and performance of this Agreement by the Stockholder, and the consummation by the Stockholder of the transactions contemplated hereby does not and will not, (i) assuming the filing of such reports as may be required under Sections 13(d) and 16 of the Exchange Act, conflict with or violate any Law applicable to the Stockholder or by which any of the Stockholder's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of the Stockholder pursuant to, any Contract to which the Stockholder is a party or by which the Stockholder or any of the Stockholder's assets or properties is bound, except for any of the foregoing in (i) or (ii) above as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Stockholder to perform the Stockholder's obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution, delivery and performance of this Agreement by the Stockholder, and the consummation by the Stockholder of the transactions contemplated hereby does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to any (x) Governmental Authority, except for filings that may be required under the Exchange Act or the HSR Act or (y) third party, except, in the case of (x) or (y) above, as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(e) Absence of Litigation. As of the date hereof, there is no Legal Proceeding or, to the knowledge of the Stockholder, threatened against the Stockholder before or by any Governmental Authority that would materially impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Brokers' Fees. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Stockholder, other than ordinary and customary fees related to brokerage or similar accounts.

(g) Acknowledgement. The Stockholder has received and reviewed a draft copy of the Merger Agreement or a summary thereof. The Stockholder understands and acknowledges that each of Parent and Merger Sub is entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

Section 2.02 Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub, jointly and severally, hereby represents and warrants to the Stockholder as follows (it being understood that the representations and warranties with respect to Merger Sub are made effective only upon, and as of, the execution of the Joinder (as defined below) by Merger Sub):

(a) Organization. Each of Parent and Merger Sub is a corporation duly incorporated, validly existing and, when applicable, in good standing under the applicable Law of its jurisdiction of formation.

(b) Authorization; Validity of Agreement; Necessary Actions. Each of Parent and Merger Sub has all power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming the due execution of this Agreement by the Stockholder, constitutes a valid and binding agreement of each of Parent and Merger Sub, enforceable against each such Person in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar applicable Law affecting creditors' rights generally and by general principles of equity.

(c) No Violation. The execution, delivery and performance of this Agreement by Parent and Merger Sub, and the consummation by Parent and Merger Sub of the transactions contemplated hereby does not and will not, (i) assuming compliance with the matters set forth in Section 4.4 of the Merger Agreement, conflict with or violate any Law applicable to Parent or Merger Sub or by which any of Parent's or Merger Sub's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, to the extent applicable, any provisions of the organizational documents of Parent or Merger Sub, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of by Parent or Merger Sub pursuant to any Contract to which by Parent or Merger Sub is a party or by which by Parent or Merger Sub or any of Parent's or Merger Sub's assets or properties is bound, except for any of the foregoing in (i) or (ii) above as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of by Parent or Merger Sub to perform their obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution, delivery and performance of this Agreement by Parent and Merger Sub, and the consummation by Parent and Merger Sub of the transactions contemplated hereby does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to any (x) Governmental Authority, except for filings of the Certificate of Merger with the Secretary of State of the State of Texas or filings that may be required under the Exchange Act and the HSR Act or (y) third party, except, in the

case of (x) or (y) above, as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Parent or Merger Sub to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 2.03 Representation and Warranties of the Company. The Company hereby severally but not jointly represents and warrants to Parent and Merger Sub as follows:

(a) Organization. The Company is an entity duly organized, validly existing and in good standing under the applicable Laws of its jurisdiction of formation.

(b) Authorization; Validity of Agreement; Necessary Action. The Company has the legal capacity and all power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. To the extent applicable, the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due execution of this Agreement by Parent and Merger Sub, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar applicable Laws affecting creditors' rights generally and to general principles of equity.

(c) No Violation. The execution, delivery and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby does not and will not, (i) assuming the filing of such reports as may be required under Sections 13(d) and 16 of the Exchange Act, conflict with or violate any applicable Law applicable to the Company or by which the Company's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Lien on the properties or assets of the Company pursuant to, any Contract to which the Company is a party or by which the Company or any of the Company's assets or properties is bound, except for any of the foregoing in (i) or (ii) above as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Company to perform the Company's obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution, delivery and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to any (x) Governmental Authority, except for filings that may be required under the Exchange Act or the HSR Act or (y) third party, except, in the case of (x) or (y) above, as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Company to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(d) Absence of Litigation. As of the date hereof, there is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company before or by any Governmental Authority that would materially impair the ability of the

**ARTICLE 3  
OTHER COVENANTS**

Section 3.01 No Transfers; No Group.

(a) The Stockholder hereby agrees, while this Agreement is in effect, and except as expressly contemplated hereby, not to, directly or indirectly (i) grant any proxy or power-of-attorney or enter into any voting trust or other agreement or arrangement with respect to the voting of any Subject Shares, (ii) sell, transfer, pledge, encumber, assign, gift or otherwise dispose (whether by sale, merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise, including by operation of law, other than by death of any person) of, or consent to any of the foregoing (collectively, a “Transfer”), any Subject Shares or any rights or interests therein, (iii) or enter into any Contract with respect to any Transfer (whether by actual disposition or effective economic disposition due to hedging, cash settlement or otherwise) of, any of the Subject Shares or any interest therein, or (iv) take any other action that would restrict the ability, limit or interfere in any material respect with the performance of the Stockholder’s obligations hereunder or the transactions contemplated hereby. Notwithstanding the foregoing, the preceding sentence shall not prohibit a Transfer of Subject Shares by the Stockholder to one or more Affiliates of the Stockholder, provided that any Transfer permitted pursuant to this sentence shall be permitted only if, as a precondition to such Transfer, the transferee of such Subject Shares agrees in writing with Parent and Merger Sub to be bound by the terms and conditions of this Agreement (or an agreement that is substantively identical to this Agreement).

(b) The Stockholder agrees that it shall not, and shall cause each of its Affiliates not to, become a member of a “group” (as that term is used in Section 13(d) of the Exchange Act) that it is not currently a part of and that has been disclosed in a filing on Schedule 13D prior to the date hereof (other than as a result of entering into this Agreement) with respect to any Subject Shares, warrants or any other voting securities of the Company for the purpose of opposing or competing with the Transactions.

Section 3.02 Changes to Shares. In case of a stock dividend or distribution, or any change in Shares by reason of any stock dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or the like, the term “Shares” shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Shares may be changed or exchanged or which are received in such transaction. The Stockholder agrees, while this Agreement is in effect, to notify Parent promptly in writing of the number of any additional Shares or other securities of the Company acquired by the Stockholder, if any, after the date hereof.

Section 3.03 No Inconsistent Arrangements. The Stockholder agrees, while this Agreement is in effect, (i) not to take, agree or commit to take any action that would reasonably be expected to make any representation or warranty of the Stockholder contained in this Agreement materially inaccurate as of any time during the term of this Agreement or (ii) to take all reasonable

action necessary to prevent any such representation or warranty from being materially inaccurate at any such time.

Section 3.04 Appraisal Rights. The Stockholder waives and agrees not to exercise any rights of appraisal, rights to dissent or similar rights with respect to the Merger or other transactions contemplated by the Merger Agreement that the Stockholder may have with respect to the Subject Shares pursuant to applicable Law, including Subchapter H, Chapter 10 of the TBOC.

#### **ARTICLE 4 MISCELLANEOUS**

Section 4.01 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered to Parent and Merger Sub or the Company in accordance with Section 9.2 of the Merger Agreement and to the Stockholder at its address set forth below the Stockholder's signature hereto (or at such other address for a party as shall be specified by like notice) and shall be deemed to have been duly given to the Stockholder (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) immediately upon delivery by hand or by fax; or (iv) on the date sent by email (with confirmation of delivery of such email).

Section 4.02 Further Assurances. The Stockholder and the Company shall, upon request of Parent or Merger Sub, execute and deliver, or cause to be executed and delivered any additional documents and other instruments, or take, or cause to be taken, such further actions, in each case, as may reasonably be requested by Parent or Merger Sub to carry out the provisions of this Agreement and the transaction contemplated hereby.

Section 4.03 Disclosure. The Stockholder shall permit the Company, Parent and Merger Sub to publish and disclose in all documents and schedules filed with the SEC to the extent required under the Exchange Act and the regulations promulgated thereunder, the Stockholder's identity and ownership of Shares and the nature of the Stockholder's commitments, arrangements and understandings under this Agreement.

Section 4.04 Termination. This Agreement and all rights and obligations hereunder shall terminate upon the earlier of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, (iii) the mutual written agreement of the parties to terminate this Agreement, or (iv) the date of any Adverse Amendment. An "Adverse Amendment" means an amendment or modification to the Merger Agreement or the Offer Documents, or a waiver of a provision therein, without the Stockholder's prior written consent, that (a) materially delays or imposes any additional material restrictions or conditions on the payment of the Acceptance Consideration and/or the merger consideration, (b) imposes any additional material conditions on the consummation of the Merger, (c) decreases the amount or changes the kind of consideration to be paid to the Company's stockholders in connection with the Merger or (d) adversely affects the tax consequences of the Merger to the Stockholder. In the event of a termination of this Agreement pursuant to this Section 4.04, this Agreement shall become void and of no effect with no liability on the part of any party hereto; provided that the

provisions of Article 4, but excluding Section 4.02, shall survive the termination of this Agreement, and no such termination shall relieve any party hereto from any liability for any willful and material breach of this Agreement occurring prior to such termination.

Section 4.05 Amendments and Waivers.

(a) The parties hereto may modify or amend this Agreement solely by written agreement executed and delivered by the respective parties.

(b) Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party expressly granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 4.06 Expenses. The Stockholder shall be entitled to reimbursement from the Company for all reasonable and documented out-of-pocket fees, costs and expenses (including attorneys' fees) incurred or payable by the Stockholder and/or its affiliates in connection with this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated by this Agreement or the Transactions are consummated, which shall not exceed \$90,000 in the aggregate. All other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses, whether or not the transactions contemplated by this Agreement or the Transactions are consummated.

Section 4.07 Stop Transfer Order; Legend. In furtherance of this Agreement, concurrently herewith the Stockholder shall, and hereby does authorize the Company or its counsel to, notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Shares of the Stockholder (and that this Agreement places limits on the voting and transfer of such Subject Shares), which stop transfer order shall terminate upon the termination of this Agreement.

Section 4.08 Binding Effect; Benefit; Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties except that Parent and Merger Sub may assign, in their sole discretion and without the consent of any other party, any or all of their rights, interests and obligations hereunder to each other or to one or more of direct or indirect wholly-owned subsidiaries of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 4.09 Governing Law. This Agreement and all Legal Proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Parent, Merger Sub, the Company or the Stockholder in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of Delaware or any other

jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware (except for provisions of this Agreement or aspects of the Transactions that are specifically stated to be governed by the Laws of another jurisdiction (in which case such provisions or aspects of the Transactions shall be deemed to be governed by the Laws of such jurisdiction)).

Section 4.10 Jurisdiction. Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts, as hereinafter defined) in any Legal Proceeding relating to the Transactions, for and on behalf of itself or any of its properties or assets, in accordance with Section 4.01 or in such other manner as may be permitted by applicable Law, but nothing in this Section 4.10 will affect the right of any party hereto to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the state courts of the State of Delaware, or any federal court sitting in the State of Delaware (the “Chosen Courts”) in the event that any dispute or controversy arises out of this Agreement or the Transactions; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any Chosen Court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the Transactions will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the” same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto agrees that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 4.11 Service of Process. Each party irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 4.10 in any such action or proceeding by mailing copies thereof by registered or certified United States mail, postage prepaid, return receipt requested, to such party’s address as specified in or pursuant to Section 4.01. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

Section 4.12 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (c) IT MAKES THIS

WAIVER VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 4.12.

Section 4.13 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Company Board has approved, for purposes of any applicable anti-takeover laws and regulations, and any applicable provision of the Company's articles of organization and bylaws, the transactions contemplated by the Merger Agreement and this Agreement, (b) the Merger Agreement is executed by all parties thereto, and (c) this Agreement is executed by all parties hereto.

Section 4.14 Entire Agreement; Third Party Beneficiaries. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to in this Agreement (a) constitute the entire agreement among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (b) is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder. Notwithstanding the foregoing, Parent agrees to cause Merger Sub to execute a Joinder to this Agreement (the "Joinder") as soon as reasonably practicable following the date hereof (and in any event prior to the Offer Commencement Date) and immediately upon the execution of the Joinder by Merger Sub, and without further action by any party hereto, Merger Sub shall become a party hereto and shall be bound by the terms, covenants and other provisions of this Agreement applicable to it as Merger Sub and shall assume all rights and obligations of the Merger Sub hereunder, with the same force and effect as if it were an original signatory hereto.

Section 4.15 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the original intent of the parties hereto as closely as possible in an acceptable manner, in order that the Offer, the Merger and the other Transactions to be consummated as originally contemplated to the fullest extent possible. The parties hereto further agree to use reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

#### Section 4.16 Specific Performance.

(a) The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform the provisions of this Agreement (including any party hereto failing to take such actions that are required of it by this Agreement in order to consummate the Transactions) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that: (A) the parties hereto will be entitled, in addition to

any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms of this Agreement; and (B) the right of specific enforcement is an integral part of the Transactions and without that right, neither the Company nor Parent would have entered into this Agreement.

(b) The parties hereto agree not to raise any objections to (A) the granting of an injunction, specific performance or other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement by the Stockholder or the Company, on the one hand, or Parent and Merger Sub, on the other hand; and (B) the specific performance of the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants, obligations and agreements of the parties hereto pursuant to this Agreement. Any party hereto seeking an injunction or injunctions to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such injunction or enforcement, and each party hereto irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

Section 4.17 Headings. The Section headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.18 Interpretation. Any reference to any national, state, local or foreign applicable Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. When a reference is made in this Agreement to Sections, such reference shall be to a Section to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation

Section 4.19 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 4.20 Counterparts; Facsimile Transmission of Signatures. This Agreement may be executed in electronic format (including PDF or any electronic signature complying with applicable law) in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of facsimile transmission or other electronic transmission, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 4.21 No Ownership Interest. Except as specifically provided herein, (a) all rights, ownership and economic benefits of and relating to the Stockholder’s Subject Shares shall remain vested in and belong to the Stockholder and (b) Parent and Merger Sub shall have no authority to exercise any power or authority to direct or control the voting or disposition of any Subject Shares or direct the Stockholder in the performance of its duties or responsibilities as a stockholder of the Company.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**OPEN TEXT CORPORATION**

By: /s/ Gordon A. Davies

\_\_\_\_\_  
Name: Gordon A. Davies

Title: EVP, CLO and Corporate Development

**ZIX CORPORATION**

By: /s/ David J. Wagner

\_\_\_\_\_  
Name: David J. Wagner

Title: President & CEO

*[Signature Page – Tender and Voting Agreement]*

IN WITNESS WHEREOF, the Stockholder below has severally caused this Agreement to be duly executed as of the day and year first above written.

**STOCKHOLDER:**

ZEPHYR HOLDCO, LLC

By: /s/ James H. Greene, Jr \_\_\_\_\_

Name: James H. Greene, Jr

Title: President

**Notice Address:**

Four Embarcadero Center, Suite 2100

San Francisco, CA 94111

**Notice Email Address:**

rufina@truewindcapital.com

[ *Signature Page – Tender and Voting Agreement* ]

ANNEX I

<u>Stockholder</u>	<u>Company Common Stock<sup>1</sup></u>	<u>Company Series A Preferred Stock</u>
Zephyr Holdco, LLC	—	100,206

<sup>1</sup> Not including shares of Company Common Stock issuable upon conversion of Company Series A Preferred Common Stock.

**JOINDER AGREEMENT**

This Joinder Agreement (this "Joinder") is made and entered into as of November 8, 2021, by and among Open Text Corporation, a Canadian corporation ("Parent"), Zeta Merger Sub Inc., a Texas corporation ("Merger Sub"), Zix Corporation, a Texas corporation (the "Company") and Zephyr Holdco, LLC, a Delaware limited liability company ("Zephyr"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Tender and Voting Agreement, dated as of November 7, 2021, by and among Parent, the Company and Zephyr (the "Tender and Voting Agreement").

**WHEREAS**, pursuant to the Tender and Voting Agreement, Parent agreed to cause Merger Sub to execute a joinder to the Tender and Voting Agreement as soon as reasonably practicable following the date of the Tender and Voting Agreement;

**WHEREAS**, Merger Sub was incorporated under the Laws of the State of Texas on November 4, 2021 and is a wholly owned subsidiary of Parent;

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants, representations, warranties and agreements contained in the Tender and Voting Agreement, the parties hereto agree as follows:

1. Joinder. By executing this Joinder, Merger Sub shall become a party to the Tender and Voting Agreement as of the date hereof and hereby agrees to be bound by the terms, covenants and other provisions of the Tender and Voting Agreement applicable to it as Merger Sub and shall assume all rights and obligations of the Merger Sub thereunder, with the same force and effect as if originally named therein.

2. Miscellaneous. Section 4.15 (Severability), Section 4.09 (Governing Law), Section 4.10 (Jurisdiction), Section 4.12 (Waiver of Jury Trial) and Section 4.20 (Counterparts) of the Tender and Voting Agreement shall apply *mutatis mutandis* to this Joinder.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Joinder to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ZIX CORPORATION**

By: /s/ David J. Wagner  
Name: David J. Wagner  
Title: President and Chief Executive Officer

**OPEN TEXT CORPORATION**

By: /s/ Gordon A. Davies  
Name: Gordon A. Davies  
Title: EVP, CLO and Corporate Development

**ZETA MERGER SUB INC.**

By: /s/ Gordon A. Davies  
Name: Gordon A. Davies  
Title: Director and Secretary

**ZEPHYR HOLDCO, LLC**

By: /s/ James H. Greene, Jr  
Name: James H. Greene, Jr  
Title: President

*(Signature Page to Joinder Agreement to Tender and Voting Agreement)*

**Zix Corporation**  
**2711 North Haskell Avenue, Suite 2300**  
**Dallas, Texas 75204**

**STRICTLY CONFIDENTIAL**

August 12, 2021

Open Text Corporation  
275 Frank Tompa Drive  
Waterloo, ON  
N2L 0A1

Attention: Gordon Davies, EVP, CLO & Corporate Development

Ladies and Gentlemen:

1. **Evaluation Material; Representatives.** (a) In connection with Open Text Corporation's ("you" or "your") consideration of a possible transaction involving Zix Corporation (together with its subsidiaries and affiliates, the "Company," and such transaction, the "Transaction"), each of the parties (the "Disclosing Party") anticipates providing the other (the "Receiving Party") have requested information concerning the Disclosing Party. As a condition to the Receiving Party being furnished such information, the Receiving Party agrees to treat any information concerning the Disclosing Party (whether prepared by the Disclosing Party, its advisors or otherwise) which is furnished to the Receiving Party by or on behalf of the Disclosing Party and all information derived therefrom including, without limitation, summaries, analyses, extracts, digests, notes and other documents reflecting such information, or any conversations with management or other representatives of the Disclosing Party describing or relating thereto (collectively referred to herein as "Evaluation Material") in accordance with the provisions of this agreement (the "Agreement") and to take or abstain from taking certain other actions herein set forth.

(b) The Evaluation Material does not include information which (i) is already in the Receiving Party's possession or the possession of its members, directors, officers, employees, agents, advisors or any of the representatives or agents thereof (collectively, your "Representatives") on a non-confidential basis and for which no confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party is known by the Receiving Party or its Representatives to exist, or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source not known by the Receiving Party or its Representatives to be subject to a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party, (ii) becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement, or (iii) is independently developed by the Receiving Party without reference to the Evaluation Material.

(c) The Receiving Party recognizes and acknowledges the competitive value of the Evaluation Material and the damage that could result from a breach of this Agreement. Accordingly, the Receiving Party agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction, and that such information will be kept strictly confidential by the Receiving Party in accordance with the terms hereof; provided, however, that (i) such information may be disclosed to those of the Receiving Party's Representatives who need to know such information for the purpose of evaluating any such possible Transaction (it being understood that such Representatives shall be instructed to treat such information confidentially) and (ii) any disclosure of such information may be made to which the Disclosing Party has given its prior written consent. The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives. The Disclosing Party or its Representatives may designate selected Evaluation Material solely for disclosure to a limited number of the Receiving Party's Representatives that are specified by the Disclosing Party ("Highly Confidential Information"), and the Receiving Party agrees that such Highly Confidential Information shall not

be disclosed by such Representatives to other of the Receiving Party's Representatives, except to the extent, and in a form, reasonably agreed upon by the Disclosing Party.

(d) You represent and warrant that in considering a possible Transaction and reviewing the Evaluation Material, you are acting solely on your own behalf and not as part of a group with any unaffiliated parties. You represent and warrant that you have not entered into any exclusivity arrangements with any potential providers of debt or related financing for a possible Transaction that would expressly preclude such providers from providing debt or related financing to any other parties proposing to enter into a transaction with the Company reasonably comparable to the Transaction. You agree that, without the prior written consent of the Company, you will not, directly or indirectly, (i) enter into any agreement, arrangement or understanding, or have any discussions that may lead to such agreement, arrangement or understanding with, or (ii) disclose any Evaluation Material or make any communications otherwise prohibited by paragraph 4 of this Agreement to, any potential joint bidder, co-investor or equity investor, regarding a possible Transaction; provided that you may enter into agreements or arrangements with your advisors regarding their services in connection with your evaluation of a possible Transaction. The foregoing consent requirements shall not apply to actions taken by you that are not prohibited by Section 3(b) below.

2. **Unauthorized Use of Evaluation Material; Subpoena or Court Order.** If the Receiving Party discovers any unauthorized disclosure or use of Evaluation Material by the Receiving Party or its Representatives, the Receiving Party agrees to notify the Disclosing Party promptly of any such unauthorized use. In connection therewith, in addition to seeking monetary damages, the Disclosing Party shall have the right to seek a temporary restraining order and/or injunctive relief from any court in equity to halt or prevent the further dissemination or use of such Evaluation Material. In the event that the Receiving Party or its Representatives are requested or legally required (by law, rule, regulation or oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes) to disclose any Evaluation Material, it is agreed that the Receiving Party will, to the extent permitted by law and practicable, (i) provide the Disclosing Party with prompt notice of such request(s) and the documents requested so that the Disclosing Party may seek, at its sole cost, an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement and (ii) use reasonable best efforts to cooperate with the Disclosing Party in taking legally available steps to resist or narrow such request. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder the Receiving Party or its Representatives are nonetheless legally compelled to disclose any of the Evaluation Material, the Receiving Party shall give the Disclosing Party written notice of the Evaluation Material to be so disclosed as far in advance of its disclosure as is practicable, shall furnish only that portion of the Evaluation Material which is legally required to be furnished in the opinion of the Receiving Party's counsel, and shall use reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such Evaluation Material.
3. **Return of Evaluation Materials; Standstill; Nonsolicitation of Employees.** (a) In the event that either party does not proceed with the Transaction which is the subject of this Agreement within a reasonable period or upon the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly (to the extent permitted by law) destroy or deliver to the Disclosing Party Company all written Evaluation Material and destroy any other written material containing or reflecting any information in the Evaluation Material (such destruction to be certified in writing by a duly authorized officer, if requested by the Disclosing Party in writing), provided that this Agreement shall not require the Receiving Party or its Representatives to alter or destroy backup tapes or other media containing Evaluation Material made in the ordinary course of business pursuant to automated archival processes or in accordance with its document retention policies. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

(b) For a period of twelve (12) months from the date hereof, without the Company's prior written consent, you shall not and shall cause each of your Representatives not to, directly or indirectly, alone or in concert with others, (a) acquire, offer to acquire, or agree to acquire, by purchase, gift or otherwise, any securities, or direct or indirect rights to acquire any securities or property of the Company, or propose (or request permission to propose) or make any offer for any transaction involving the Company or its securities (other than purchases of products or services in the ordinary course of business), in each case representing more than five 5% of the outstanding securities of any class of the Company or more than 20% of the assets or other property of the Company, (b) make, or in any way participate in, any "solicitation" of "proxies" (as such terms are used

in the proxy rules of the United States Securities and Exchange Commission) to vote, or seek to advise or influence any person or entity with respect to the voting of, or giving of consents with respect to, any securities of the Company or any subsidiary thereof, (c) make any public announcement with respect to, or solicit or submit a proposal for, or offer of (with or without conditions) any merger, business combination, recapitalization, reorganization, tender or exchange offer or other similar extraordinary transaction involving another person or entity or any of its securities or assets, (d) form, join or in any way participate in a “group” (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) or otherwise act alone or in concert with others to seek to control or influence the management, board of directors, policies or affairs of the Company, (e) make any public request to directly or indirectly waive or amend any provision of this Agreement (including this sentence), (f) disclose any intention, plan or arrangement inconsistent with any of the foregoing or advise, assist, encourage or direct any third party to do any of the foregoing, or (g) take any action that, in the reasonable judgment of the Company, may require public announcement or disclosure by the Company regarding any of the events in this Section 3(b). The foregoing sentence shall not prohibit activities of your Representatives that are financial institutions or outside professional advisors in the ordinary course of their respective businesses which would otherwise violate such sentence (“permitted activities”) provided that (i) appropriate “information barriers” are established between individuals who are working on behalf of such Representatives to whom Evaluation Material is disclosed hereunder and those individuals who engage in permitted activities which will prevent Evaluation Material from being disclosed to such individuals, (ii) such permitted activities are conducted only in accordance with the policies and procedures governing such information barriers and with applicable law, and (iii) the individuals engaging in permitted activities are not acting at the direction or with the prior knowledge of any individual working on behalf of your Representatives to whom Evaluation Material has been disclosed hereunder. As used in this Agreement, the term “securities” shall mean any securities of the Company and any direct or indirect warrants, rights or options to acquire securities of the Company. The foregoing provisions of this Section 3(b) that prohibit you from taking the actions described herein with respect to the Company shall be inoperative and of no force and effect if, at any time after the date of this Agreement, (i) the Company enters into a definitive agreement providing for a Combination (as defined below) or the Company redeems any rights under, or modifies or agrees to modify, a shareholder rights plan to facilitate any Combination, (ii) a tender or exchange offer which, if consummated, would constitute a Combination, is made by a third party for securities of the Company, (iii) any other person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) enters into an agreement or commences a proxy solicitation in which the person or “group” would, if successful, elect or acquire the ability to elect a majority of the Board of Directors of the Company. A “Combination” shall mean a transaction in which (A) a person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) acquires, directly or indirectly, securities representing 30% or more of the voting power of the outstanding securities of the Company or assets or properties constituting 30% or more of the assets or properties of the Company and its subsidiaries (taken as a whole) or (B) in any case not covered by (A), (i) the Company issues securities representing 30% or more of its total voting power, including in the case of (A) and (B), by way of a merger or other business combination with the Company or any of its subsidiaries or (ii) the Company engages in a merger or other business combination such that the holders of voting securities of the Company immediately prior to the transaction do not own more than 30% of the voting power of securities of the resulting entity.

(c) During the twelve month period commencing on the date discussions regarding a possible Transaction between the parties cease, you will not, and will not permit your subsidiaries to, during such period, directly or indirectly solicit to employ any person who, at any time during such period, was an executive-level employee of the Company or any of its subsidiaries, or any direct reports of such executive-level employee, with whom you were first introduced in connection with your evaluation of the Transaction without obtaining the prior written consent of the Company; provided that you and your subsidiaries shall not be prohibited from employing any employee of the Company or any of its subsidiaries who (i) initiates discussions regarding employment with you or your subsidiaries (A) without any solicitation or encouragement by you or your subsidiaries or (B) in response to a general solicitation of employment not specifically directed at such executive-level employees of the Company or its subsidiaries, or any direct reports of such executive level employees, or (ii) has been terminated from employment by the Company or its subsidiaries prior to commencement of employment discussions between you and your subsidiaries and such employee. The parties agree that it shall not be considered a breach of this paragraph to the extent that you or your Representatives solicits or hires any such employees without direction, input or receipt of any information of any kind with respect to such employees from you or any of your Representatives that has received Evaluation Material.

4. **Communications.** (a) Without the other party's prior written consent, neither party nor any of its Representatives shall disclose to any person (other than its Representatives and as required by law) (i) that Evaluation Materials have been made available to the other party and/or its Representatives or that the other party or its Representatives have reviewed or inspected any portion of the Evaluation Materials, (ii) the fact that discussions or negotiations are taking or have taken place concerning a possible Transaction or any of the terms thereof, or (iii) conditions or other facts with respect to any such possible Transaction, including the status thereof. Such restrictions shall expire upon the earliest of (A) execution of a definitive agreement for a Transaction between you and the Company, (B) completion of an acquisition of the Company by a third party, or (C) two years from the date of this Agreement.
- (b) Without the prior written consent of the Company, neither you nor your Representatives will directly or indirectly contact any third party with whom the Company is known or should be known by you (or your Representatives who have knowledge of a Transaction) to have a business or other relationship (including any employee, supplier or creditor of the Company) regarding the Transaction other than contact in the ordinary course of business.
- (c) You agree that, unless directed otherwise by the Company, all (i) communications regarding a possible Transaction, (ii) requests for consents and other communications contemplated by this Agreement, (iii) requests for additional information, (iv) requests for facility tours or management meetings, and (v) discussions or questions regarding procedures, will be submitted or directed only to Citigroup Global Markets, Inc., financial advisor to the Company.
5. **Securities Laws.** Each party acknowledges that it is aware and that it will advise its Representatives who are informed of the matters that are the subject of this Agreement, that the United States securities laws restrict persons with material non-public information about a company from purchasing or selling securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities in reliance upon such information. Each party agrees that it will not use or cause any other person to use, and that it will use reasonable efforts to assure that none of its Representatives will use or cause any other person to use, any Evaluation Material in contravention of the United States securities laws.
6. **No Representations by Company; Remedies.** Each party acknowledges, on behalf of itself and its Representatives, that neither the other party nor any of its representatives or advisors makes any representations or warranties, express or implied, as to the accuracy or completeness of the Evaluation Material, that neither the other party nor its representatives or advisors shall have any liability whatsoever to such party or its Representatives or any other person as a result of the use of the Evaluation Material or any errors therein or omissions therefrom and that such party and its Representatives shall assume full responsibility for all conclusions derived from the Evaluation Material. You acknowledge and agree, on behalf of yourself and your Representatives, that (i) the Company and its representatives are free to conduct the process leading up to a possible Transaction as the Company and its representatives, in the Company's sole discretion, determine (including, without limitation, by negotiating with any prospective buyer and entering into a preliminary or definitive agreement without prior notice to you or any other person, or by terminating the process at any time), and (ii) the Company reserves the right, in its sole discretion, to change the procedures relating to the Company's consideration of the Transaction at any time without prior notice to you or any other person, to reject any and all proposals made by you or any of your Representatives with regard to the Transaction, and to terminate discussions and negotiations with you at any time and for any reason, provided that nothing in this Agreement shall preclude you from making confidential proposals to the CEO of the Company or the Board of Directors of the Company. You agree that unless and until a definitive agreement between the Company and you with respect to any transaction contemplated by this Agreement has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this Agreement or any written or oral expression with respect to such transaction except, in the case of this Agreement, for the matters specifically agreed to herein, and until a definitive agreement is executed either party may, in its sole discretion, terminate discussion and negotiations at any time. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by the

Receiving Party or its Representatives and that the Disclosing Party shall be entitled, to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final judgment that a party has breached this Agreement, then such non-breaching party shall be entitled to seek reimbursement for reasonable legal fees and expenses such non-breaching party has incurred in connection with such litigation, including any appeal therefrom.

7. **Privilege.** You acknowledge that the Company may be entitled to the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges with respect to portions of the Evaluation Material. The Company is not waiving, and will not be deemed to have waived or diminished, any of its attorney work-product protections, attorney-client privileges or similar protections or privileges as a result of the disclosure of such Evaluation Material pursuant to this Agreement. The parties (a) share a common legal and commercial interest in such Evaluation Material, (b) are or may become joint defendants in proceedings to which such Evaluation Material relates and (c) intend that such protections and privileges remain intact should either party become subject to any actual or threatened proceeding to which such Evaluation Material relates. In furtherance of the foregoing, you will not claim or contend, in proceedings involving either party, that the Company waived the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges as a result of the disclosure of Evaluation Material pursuant to this Agreement.
8. **Governing Law.** (a) The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules). You irrevocably submit to the jurisdiction of the Delaware Chancery Court (and if such court shall be unavailable, any court of the State of Delaware or the United States District Court for the State of Delaware) for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, which is brought by or against you and (i) irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court, (ii) to the extent that you have acquired, or hereafter may acquire, any immunity from jurisdiction of any such court or from any legal process therein, you waive, to the fullest extent permitted by law, such immunity and (iii) agree not to commence any action, suit or proceeding relating to this Agreement except in such court.

(b) You waive, and agree not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, any claim that (i) you are not personally subject to the jurisdiction of any such court, (ii) you are immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to you or your property or (iii) any such suit, action or proceeding is brought in an inconvenient forum.

(c) Each party agrees to waive to the fullest extent permitted by applicable law any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement, the Transaction or any other matter contemplated by this Agreement.
9. **Termination of Agreement.** If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable term or provision shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement of the parties hereto with respect to the matters contained herein, and may be amended, modified or waived only by a separate writing executed by the Company and you expressly so amending, modifying or waiving this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

12. **Counterparts.** For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.
13. **Term.** Unless otherwise specifically provided herein, the obligations of the parties hereunder shall continue until the second (2<sup>nd</sup>) anniversary of the date hereof.
14. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail or facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth below (or to such other address that may be designated by a Party from time to time in accordance with this Section).

If to the Company, to:

Zix Corporation  
2711 North Haskell Avenue, Suite 2300  
Dallas, TX 75204  
Attention: Noah Webster, Chief Legal Officer  
Facsimile: (214) 515-7385  
Email: nwebster@zixcorp.com

If to you, to:

Open Text Corporation  
275 Frank Tompa Drive  
Waterloo, ON  
N2L 0A1  
Attention: Gordon Davies, EVP, CLO and Corporate Development  
Facsimile: (226) 315-0963  
Email: gdavies@opentext.com

15. **No Transfer of Rights.** The Company hereby retains its entire right, title and interest, including all intellectual property rights, in and to all Evaluation Material. Any disclosure of such Evaluation Material hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to you or any of your Representatives.
16. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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Very truly yours,

ZIX CORPORATION

By: /s/ Noah F. Webster

Name: Noah F. Webster

Title: CLO

Accepted and agreed to as  
of the date set forth above:

OPEN TEXT CORPORATION

By: /s/ Gordon Davies

Name: Gordon Davies

Title: EVP, CLO & Corporate Development