TREND MICRO INCORPORATED
RESELLER AGREEMENT

This Reseller Agreement (this "Agreement") is made and entered into by and between ZONES, INC., a WA corporation, having its principal place of business at 1102 15th ST SW, AUBURN WA ("**Reseller**"), and Trend Micro Incorporated, a California corporation, having its principal place of business at 10101 N. De Anza Boulevard, Cupertino, CA 95014 ("**Trend Micro**"), and is effective as of the date of execution by Trend Micro. ("Effective Date").

1. **APPOINTMENT.**

(a) Appointment. Subject to the terms and conditions of this Agreement, Trend Micro hereby appoints Reseller as an independent, non-exclusive reseller of the Trend Micro products ("Trend Product(s)") available for sale through one of Trend Micro's authorized distributors ("Distributor") only within the United States and Canada ("Territory"), and Reseller hereby accepts said appointment. Trend Micro hereby grants to Reseller the non-transferable, non-exclusive right (i) to market and sell licenses to use the Trend Product(s) to end users ("End Users") pursuant to the terms of the Trend Micro End-User License Agreement ("End User Agreement"), and the terms of the reseller handbook a copy of which will be delivered to Reseller upon the execution of this Agreement and the terms of which may be modified from time to time upon notice to the Reseller by Trend Micro in its sole discretion; (ii) to market and sell Maintenance, as defined in the End User Agreement, to End-Users for the Trend Product(s); and (iii) to market and sell Trend Micro's premium support services to End-Users pursuant to the terms of the Trend Micro Premium Support Services Agreement ("PSP Agreement"). No license is granted for any use for which Reseller has not paid a Distributor, or for which Reseller's customers have not entered into an End User Agreement.

(b) Limitations on Appointment. With the exception of authorized agent of Reseller, Reseller shall not authorize nor appoint any dealers, representatives, sub-distributors, original equipment manufacturers, value-added resellers, systems integrators, or other third parties, to market, distribute or sublicense the Trend Product(s). Except as expressly provided in writing, Reseller shall not have the right to rent, lease, auction, sublicense, sell, assign, use the Trend Product(s) for outsourcing purposes, provide application or Internet service provider services or otherwise transfer the Trend Product(s). Trend Micro shall retain sole and exclusive ownership of the Trend Product(s), including all intellectual property rights therein, and Reseller acknowledges that, except for the licenses specifically set forth in this Agreement, it shall acquire no right or license therein, by implication, estoppel or otherwise.

(c) Trend Product Limitations. The Trend Product(s) contains or embodies Confidential Information and intellectual property of Trend Micro or its suppliers, including, without limitation copyrights, patents and trade secrets, and are protected by trade secret laws, copyright and patent laws, and international treaties. Reseller shall not attempt to copy, reverse compile, reverse engineer, modify, translate, or disassemble the software portion of the Trend Product(s), in whole or in part; or authorize any entity or persons to do the foregoing. Trend Product(s) may only be distributed complete and intact in the packaging as provided by Trend Micro or as downloaded from Trend Micro's website. Reseller shall not remove, alter or obscure any copyright, trademark or other proprietary notice or marking on or within the Trend Product(s).

(d) Right to Use Trademarks. During the term of this Agreement, Reseller is authorized to use Trend Micro's trademarks, service marks and/or trade names (the "Trademarks") in accordance with Trend Micro's trademark guidelines as published from time to time. Use of Trend Micro's Trademarks is provided on a non-exclusive basis for the duration of this Agreement and is solely for marketing, display or advertising purposes in connection with licensing, sale and promotion of the Trend Product(s) in accordance with this Agreement. Reseller acknowledges that all right, title and ownership interest in and to the Trademarks shall at all time remain exclusively with Trend Micro. Reseller hereby agrees that Reseller will not register, acquire, use or maintain any domain names, host names or server names that include, or are similar to, words or terms that comprise a Trademark. Reseller further agrees that it shall not, without the prior written consent of Trend Micro, use or display any Trademark on any websites or in any secondary domain names, host names or server names owned or licensed by Reseller. Reseller agrees that it will not file trademark applications for, or register, any Trademarks.

(e) Non-Exclusive Relationship. Trend Micro reserves the right from time to time and in its sole discretion, inside or outside the Territory, to increase or decrease the number of Resellers and/or Distributors of Trend Product(s), and to promote, market, and distribute Trend Product(s) using its own personnel, independent sales representatives, or other third parties via any other channel of distribution without any obligation or liability to pay Reseller a commission, compensation or otherwise.

(f) Trend Product Changes. Trend Micro may unilaterally change and/or discontinue the publication, distribution, or licensing of any or all Trend Product(s) at any time by giving thirty (30) days prior written notice to Reseller, which amendments may include the addition or deletion of, and/or change to, Trend Product(s).

2. **RESELLER OBLIGATIONS.**

(a) Sales Obligations. Reseller agrees to the following: (i) Reseller will promote, market, and sell Trend Product(s) to potential End Users in the Territory in accordance with this Agreement ; (ii) Reseller shall solely determine the price and payment terms for the Trend Product(s) as between Reseller and the End-User; and (iii) Reseller will (x) conduct business in a manner that reflects favorably on Trend Product(s) and the good name, goodwill, and reputation of Trend Micro; (y) avoid deceptive, misleading, or unethical practices; and (z) make no representations or warranties concerning the capabilities, functionality, performance or other characteristics of the Trend Product(s) other than those which are consistent in all material respects with, and do not expand the scope of, the documentation, for the Trend Product(s) as supplied to Reseller by Trend Micro from time to time.

(b) Marketing Obligations. Reseller shall use reasonable efforts to accurately explain the Trend Product(s) to prospective End-User, and upon request by Trend Micro, Reseller shall provide available feedback to Trend Micro regarding the prospective End-User's concerns and reactions, if any, relating to its purchase of any Trend Product(s).

3. PRODUCT ORDERING.

(a) Ordering. All Trend Product(s) will be ordered in accordance through a Distributor. All purchases shall be made at payment terms determined solely between Distributor and Reseller. Any documents sent to Trend Micro by Reseller shall not contain the price offered to End-User by the Reseller.

(b) Payment. All payment terms for the Trend Product(s) ordered hereunder shall be negotiated and agreed upon solely by and between Distributor and the Reseller. Reseller acknowledges that it must present its order(s) to Distributor, Distributor will invoice Reseller for the price agreed upon between Reseller and Distributor, and Reseller shall pay Distributor. Reseller shall pay all applicable sales or use or other applicable taxes based on the orders. Under no circumstances will Trend Micro be responsible for Customer's income tax, franchise tax, or any such tax liability.

(c) Controlling Terms. The terms and conditions of this Agreement shall apply to all orders for Trend Product(s) submitted to Distributor by Reseller in accordance herewith and shall supersede any different or additional terms or conditions on other agreement or understanding, whether written or oral. Reseller shall follow Distributors policies and procedures to deal with return of Trend Products.

4. CONFIDENTIALITY OBLIGATIONS.

(a) Confidentiality. Each party agrees (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties, except for employees and independent contractors who have a "need to know" and who have signed agreements containing disclosure and use restrictions no less stringent than those set forth herein; and (iii) not to use any Confidential Information for any purpose except as required to perform under this Agreement. This provision shall not prohibit either party from disclosing information to the extent reasonably required by law; provided that the party required to disclose such information shall provide prior notice to the disclosing party of such required disclosure and the opportunity to obtain an appropriate protective or other court order. For the purposes of this Agreement, "Confidential Information" means data and information of a proprietary or confidential nature disclosed by one party to the other under or relating to this Agreement, including, but not limited to, trade secrets, computer programs, product plans, business strategies, proprietary tools, methodologies, software, and the serial numbers that accompany the Trend Product(s). Confidential Information shall not include (or shall cease to include) data or information that (i) is or becomes generally known to the public on or after the Effective Date, other than as a result of any act or omission of the receiving party; (ii) was rightfully known to the receiving party prior to its receipt from the disclosing party; (iii) is rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (v) is disclosed with the prior written consent of the disclosing party. Data and information shall be considered to be Confidential Information if (i) designated as such by the disclosing party orally, in writing, or in any other form before the disclosure, or (ii) due to its character or nature, a reasonable person in a like position and under like circumstances as the parties would treat it as secret and confidential.

(b) Reseller Confidential Information. Trend Micro recognizes that certain End-User information Reseller provides to Trend Micro in purchase orders and reports may constitute Confidential Information of Reseller. The parties agree, however, that Trend Micro may use such End-User Confidential Information and disclose it to third parties on a confidential basis without Reseller's prior consent for the limited purposes of (i) protecting or maintaining its intellectual property rights in the Trend Product(s), (ii) ensuring that End-Users comply with the terms and conditions of the End-User Agreement, (iii) providing technical support for the Trend Product(s); or (iv) in the event that Reseller terminates this Agreement, ceases to operate or fails to comply with the terms of this Agreement, such End-User Confidential Information may be used by Trend Micro to ensure that End-Users purchase Maintenance services.

5. INDEMNIFICATION.

(a) By Trend Micro. Trend Micro agrees to indemnify, defend and hold Reseller harmless against or settle at its own expense any claim, suit or action brought against the Reseller to the extent it is based upon a third party claim that the Trend Product(s) when used in the Territory in a manner as authorized hereunder infringes any copyright, trade secret or United States patent provided that Reseller gives Trend Micro prompt written notice of any such claim and allows Trend Micro to control the defense of such claim, at Trend Micro's expense, and Reseller fully cooperates with Trend Micro in the defense and all related settlement negotiations. Trend Micro shall have no liability for any settlement or compromise made without its consent. Trend Micro shall have no liability for any claim of infringement if such infringement is caused by (i) modifications made to the Trend Product(s), provided that the unmodified Trend Product(s) are non-infringing, (ii) use or combination of the Trend Product(s) with third party products, processes, methods or technology not recommended in writing by Trend Micro; provided that the Trend Product(s) alone are non-infringing or (iii) any claim that the Trend Product(s) infringe any copyright, trade secret or patent in which Reseller or any affiliate of Reseller has an interest or licenses. Upon notice of an alleged infringement, or upon Trend Micro's conclusion that such a claim is likely, Trend Micro shall have the right, at its option, to obtain the right for Reseller to continue the sale of the Trend Product(s), substitute other computer software with similar operating capabilities, or modify the Trend Product(s) so that they are no longer infringing. If none of the above options are commercially reasonable following diligent investigation by Trend Micro, in Trend Micro's sole opinion, Trend Micro may terminate this Agreement or terminate this Agreement with respect to the affected Trend Product(s).

(b) By Reseller. Reseller will defend and indemnify and hold Trend Micro harmless from, any and all third party claims, damages, and expenses (including reasonable attorneys' and expert fees and costs of litigation) arising out of, or alleged to have been caused

by based on any actual or alleged misrepresentation by Reseller regarding Trend Micro, the Trend Product(s), or this Agreement, regardless of the form of action or theory of liability. Reseller shall be solely responsible for any claims, warranties, or representations made by Reseller or Reseller's employees or agents that differ from those contained in Trend Micro's product literature or the End-User Agreement.

6. TREND MICRO WARRANTY.

(a) Authority. Trend Micro warrants that it has the full authority to grant the rights granted herein, and that the Trend Product(s) delivered or to be delivered pursuant to this Agreement are not contrary to, or in conflict with, nor do they infringe upon, any copyright, trademark or United States patent or other intellectual property right of any person or entity and that there are no such claims of infringement as of the date hereof . As Reseller's sole and exclusive remedy for any breach of this warranty Trend Micro shall indemnify Reseller in accordance with Section 5 above.

(b) DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, TREND MICRO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO RESELLER RELATING TO THE TREND PRODUCT(S). TREND MICRO DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE TREND PRODUCT(S) OR THE MEDIA ON WHICH THEY ARE SUPPLIED OTHER THAN AS PROVIDED IN THE END-USER AGREEMENT. RESELLER SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF TREND MICRO.

7. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, COLLATERAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST OR CORRUPTED DATA, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS, BUSINESS DISRUPTION OR OTHER ECONOMIC LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TREND PRODUCT(S) WHETHER OR NOT TREND MICRO HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED. EXCEPT AS SET FORTH IN SECTION 5 OR FOR A BREACH OF TREND MICRO'S INTELLECTUAL PROPERTY RIGHTS EITHER PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE BUSINESS RELATIONSHIP BETWEEN TREND MICRO AND RESELLER SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID TO TREND MICRO BY THE DISTRIBUTOR FOR PRODUCTS PURCHASED BY RESELLER PURSUANT TO THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) CALENDAR MONTHS.

8. TERM AND TERMINATION OF AGREEMENT.

(a) Term. Unless terminated earlier as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and shall continue for one (1) year. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year periods, subject to the terms and conditions of this Agreement.

(b) Termination for Cause. Either party may terminate this Agreement at any time prior to the expiration of the Term if the other party is in default with respect to any material provision of this Agreement and such failure or default continues uncured for thirty (30) days after receipt of written notice.

(c) Termination Without Cause. Trend Micro may terminate this Agreement at any time, without cause, by providing thirty (30) days written notice to Reseller.

(d) Automatic Termination. This Agreement terminates automatically, with no further action by either party, upon each of the following: (i) if either party takes any step leading to its cessation as a going concern or fails to pay its debts as they become due; (ii) either party is liquidated or dissolved; or (iii) Reseller breaches any material obligation related to Trend Micro's proprietary rights.

(e) Effect of Termination. Upon termination of this Agreement Reseller shall immediately cease from further marketing, distribution or resale of the Trend Product(s) and from further use of Trend Micro's Confidential Information or Trend Micro Trademarks ("Trend Micro Property"), and all rights and licenses granted to Reseller hereunder shall terminate. All of the End User Agreements granted for the Trend Product(s) during the term of this Agreement shall survive termination of this Agreement in accordance with their respective terms. Upon termination, Trend Micro may continue to use the End-User information provided to it by Reseller consistent with the terms set forth in Section 4(b).

9. GENERAL PROVISIONS.

(a) Assignment. This Agreement may not be assigned by Reseller , by operation of law or otherwise, to any other person, persons, firms, or corporations without the express written approval of Trend Micro, which consent shall not be unreasonably withheld . Trend Micro shall not sell transfer, or assign this Agreement in its entirety without the prior written consent of Reseller which consent shall not be unreasonably withheld. Any act in derogation of the foregoing shall be null and void, and the party who performs such an act will remain obligated under this Agreement.

(b) Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, by mail or email at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier.

(c) Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act. Any dispute between the parties relating to the validity, performance, interpretation or construction of this Agreement shall be submitted to the courts located within the State of California, which courts shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. Both parties specifically consent to the exercise of personal jurisdiction by such courts.

(d) Compliance with Laws. In the exercise of their respective rights and the performance of their respective obligations, each party hereto shall comply with all applicable laws, regulations and governmental orders of the Territory. Reseller shall, at its own expense, obtain, and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, approvals and other governmental authorizations of all governmental departments and agencies within the Territory required under all applicable laws. Without limiting the generality of the foregoing, Reseller acknowledges that the Trend Product(s) and related Confidential Information (collectively, "Technical Data") are subject to United States export controls, including the Export Administration Regulations, 15 C.F.R. Parts 730-774. Reseller shall comply strictly with all requirements of the U.S. export control laws and regulations with respect to such Technical Data. The Trend Product(s) software may only be transferred to the U.S. Government with the prior written consent of an officer of Trend Micro and solely with "Restricted Rights", as that term is defined in the Department of Defense ("DOD") Supplement to the Federal Acquisition Regulations ("DFARS") in paragraph 252.227-7202.32 (c)(1) if to the DOD, or, if the Trend Software is supplied to any unit or agency of the US Government other than DOD, the Government's rights in the Trend Product(s) software shall be no greater than those set forth in FAR 52.227-19(c)(1) or (c)(2), Commercial Computer software - Restricted Rights; or FAR 52.227-14, Rights in General Data Alternative III, as applicable. Contractor: Trend Micro Incorporated, 10101 N. De Anza Blvd., 4th Floor, Cupertino, CA 95014.

(e) Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, fiduciary, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Neither party shall have the authority to act on behalf of the other party, to commit or bind the other party or to represent or warrant that the representing party is acting on behalf of the other party, nor shall the representing party have authority to act on behalf of the other party, to commit or bind the other party or to represent or warrant that the representing party is acting on behalf of Trend Micro.

(f) Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, failure of suppliers to perform, sustained power failures, earthquakes, or other disasters.

(g) Survival of Certain Provisions. Sections 4,5,6,7, 8, and 9 shall survive the expiration and any termination of this Agreement.

(h) Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose.

(i) All Amendments in Writing. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No provisions in either party's standard business forms employed by either party will apply even if accepted by the other party.

(j) No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.

(k) Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.

(l) Entire Agreement. The parties have read this Agreement, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to this Agreement and to the subject matter hereof written notice to Reseller which shall include e-mail, fax or regular U.S. first class mail. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

(m) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. The parties hereto agree that facsimile signatures on a copy of this Agreement shall be effective and enforceable as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

RESELLER		**TREND MICRO INCORPORATED**	
By:	Christina Corley	By:	
Name:	CHRISTINA CORLEY	Name:	
Title:	PRESIDENT	Title:	

Date: 1/31/07

Date: _____
(This is the "Effective Date")