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Version #:Q-84273 - 1

**2711 North Haskell Ave, #2200**  
**Dallas, TX 75204**  
**Phone:**

**Bill to:**  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744  
 United States

**Ship to:**  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744  
 United States

**Billing Contact Information**  
 Name: Erik Scott  
 Phone: (218) 326-7618  
 Email: escott@ci.grand-rapids.mn.us

**Technical Contact Information**  
 Name: Erik Scott  
 Phone: (218) 326-7618  
 Email: escott@ci.grand-rapids.mn.us

- Issue Invoice
- Initiate Credit Card Payment

**Purchase Order No.:**  
 (If P.O. No. provided, please attach copy of P.O.)

Date: February 7, 2022  
 Expires On: July 31, 2022  
 Payment Terms: Net 30  
 Email Domains:

Acct Exec.: Carli Kohler  
 Order Type: Add On w/ Renewal

August 1, 2019 - July 31, 2020

Product	Qty / No. of Users	Term (mos.)	Extended Price
Essentials Email Security & Compliance Suite, Annual	174	12	\$9,159.36
<ul style="list-style-type: none"> <li>• Advanced Email Encryption</li> <li>• Advanced Email Threat Protection</li> <li>• Advanced Information Archive</li> </ul>			
Email Continuity, Annual	174	12	\$612.48
Secure Large File Add-on, Annual	174	12	\$1,322.40
Secure Messaging Portal Large Files Add-on Option for any email encryption service			
Microsoft 365 Backup Bundle, Annual	174	12	\$4,760.64
<ul style="list-style-type: none"> <li>• Exchange</li> <li>• OneDrive</li> <li>• Groups</li> <li>• Teams</li> <li>• SharePoint</li> </ul>			
Year 1 Total:			\$15,854.88
			Total: \$15,854.88

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

**1 Payment Schedule:**

First Year Total	\$15,854.88
Grand Total	\$15,854.88

**2 Special Terms:**

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'. For clarity, the term of this agreement is 8/1/2022 through 7/31/2023.

**3 Invoicing & Payment:**

ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and the Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, the Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Subscription fees are due for payment at the beginning of each subscription period, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to the Customer. Installation and availability will occur and may be billed, on a service-by-service basis. Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

Secure Cloud terms: If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements. Zix may offer Secure Cloud subscription service options at various subscription periods. By subscribing to any license for any Zix Secure Cloud service on a monthly subscription or Microsoft service in conjunction with subscriptions for licenses for any other services you expressly acknowledge and agree that all such subscriptions (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected initial term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the initial period selected by you for that service (each, a "renewal period") and no cancellation or refund will be available unless written notice is provided no less than thirty (30) days prior to the end of the current term by one party to the other of non-renewal. Such notice of non-renewal must be provided to Zix at [customersuccess@zixcorp.com](mailto:customersuccess@zixcorp.com). The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period. Customers will be billed the charges for the committed Subscription Services for each fixed renewal period, even if the Customer stops paying for or using the Subscription. Carbonite services: If you subscribe for any Carbonite services comprised in the Services, including (without limitation) Carbonite Endpoint ("Carbonite Services") then you are subject to the terms set out here <https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service>, as such may be amended from time to time ("Carbonite Terms"), which you agree to by your use of the Carbonite Services. In the event of any conflict between this Services Agreement and the Carbonite Terms, the Carbonite Terms shall prevail.

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

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

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

**6** Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the terms and conditions as set forth at <https://zix.com/terms> (as such may be amended by Zix from time to time). Notwithstanding any terms to the contrary therein, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>, including a binding, non-refundable commitment for the fixed term selected.

<b>ZixCorp Systems, Inc.</b>	<b>City of Grand Rapids</b>
<b>By:</b>	<b>By:</b>
<b>Printed:</b>	<b>Printed:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>
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