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Version #:Q-99871 - 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: June 14, 2023  
Expires On: July 31, 2023  
Payment Terms: Net 30  
Email Domains: ci.grand-rapids.mn.us

Acct Exec.: Carli Kohler  
Order Type: Renewal

Product	Qty / No. of Users	Term (mos.)	Extended Price
Essentials Email Security & Compliance Suite, Annual	137	12	\$7,726.80
Email Continuity, Annual	137	12	\$482.24
Secure Large File Add-on, Annual	137	12	\$1,041.20
Microsoft 365 Backup Bundle, Annual	137	12	\$3,748.32
Office 365 GCC G1	42	12	\$4,213.44
Office 365 GCC G3	95	12	\$22,743.00
<b>Total:</b>			<b>\$39,955.00</b>

Total: \$39,955.00

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

**1 Payment Schedule:**

First Year Total	\$39,955.00
Grand Total	\$39,955.00

**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 8/1/2023 through 7/31/2024.

**3 Invoicing & Payment:**

This Services Agreement is entered into between ZixCorp Systems, Inc. for and on behalf of itself and its affiliates, which may provide Services hereunder ("Zix"), and the legal entity set out below. You represent and warrant that you have the authority to bind that entity (henceforth the terms "You" and "Your" throughout shall refer to such entity) to the subscriptions for Zix and third party services set herein (the "Services"). By signing below, acceptance of these terms by email, issuance of a non—cancellable purchase order for the amounts set forth herein, or by your use of the Services, you are entering into a subscription for the Services (including licenses related thereto) indicated on the face of this Services Agreement for the committed term ("Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and you agree to pay all invoices in U.S. dollars (or other currency specified herein) within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Fees for the Services ("Fees") are due for payment at the beginning of each Term, unless otherwise stated on the Services Agreement, with the Term beginning on the thirtieth (30<sup>th</sup>) 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 you. 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 Services Agreement or your purchase order, although the total Fees for the Services will remain the same.

Secure Cloud terms: If you purchase and/or manage Services through the Zix Secure Cloud Portal ("Portal"), any changes to your Services you make are subject to the options and applicable terms and conditions provided in the Portal at such time, including applicable subscription term options (as such may be amended by Zix from time to time). If your Services include any services which are provisioned or managed through the Portal on a monthly subscription, or you subscribe to a Microsoft service in-conjunction with any other Services, you expressly acknowledge and agree that all such Services (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected 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 Term selected by you for those Services (each, a "renewal period") and no cancellation or refund will be available unless written notice of non-renewal is provided no less than thirty (30) days prior to the end of the current Term. Such notice of non-renewal must be provided to Zix at [Zix at Zix-customersuccess@opentext.com](mailto:Zix-customersuccess@opentext.com).

**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. You 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 applicable terms and conditions (for the service(s) you subscribe for) as set forth at <https://www.carbonite.com/legal/products-and-services-terms> (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>. Any different or additional terms on your purchase orders or other documents are expressly rejected and shall not apply to this Services Agreement, or the Services purchased hereunder.

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