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

Bill to:
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744-2658
US

Billing Contact Information

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

☒ Issue Invoice☐ Initiate Credit Card Payment

Date: February 5, 2025
Expires On: July 31, 2025
Payment Terms: Net 30
Email Domains: ci.grand-rapids.mn.us

Ship to:
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744-2658
US

Technical Contact Information

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

Purchase Order No.:

(If P.O. No. provided, please attach copy of P.O.)

Acct Exec.: Steve Heflin
Order Type: Renewal

August 1, 2025 - July 31, 2026

Product	Qty / No. of Users	Term (mos.)	Extended Price
Essentials Email Security & Compliance Suite, Annual	137	12	\$9,335.00
Email Continuity, Annual	137	12	\$517.86
Secure Large File Add-on, Annual	137	12	\$1,024.93
Microsoft 365 Backup Bundle, Annual	137	12	\$3,689.75
Microsoft 365 G3 GCC, Annual	98	12	\$24,951.78
Office 365 G1 GCC, Annual	42	12	\$4,649.40
Year 1 Total:			\$44,168.72

Total: \$44,168.72

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

1 Payment Schedule:

First Year Total	\$44,168.72
Grand Total	\$44,168.72

2 Special Terms:

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'.

3 Invoicing & Payment:

By accepting and signing this Quotation, effective as of the signature date below, you are entering into a binding contract 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 Quotation that shall continue for the term length stated in this Quotation following the Commencement Date (the "Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Quotation, 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 Quotation, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Unless otherwise stated on the Quotation, payment of invoices for the Services fees ("Fees") are due upon the earlier to occur of: (i) the thirtieth (30th) day following date of signature below or, (ii) the date the installation is completed and/or the services are initiated and made available to you (the "Commencement Date"). Installation and availability will occur and may be billed, on a service-by-service basis.

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 smb-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 Quotation 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 Quotation should be the same. No sales and use tax will be included on the invoice.

6 Other than as expressly set out in this Quotation, this Quotation 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>. In the event you require a purchase order or any other document to be issued in connection with your acceptance of this Quotation, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Zix acknowledges or issues an invoice after receiving the purchase order.

To accept this proposal, please sign below and return.

Company: City of Grand Rapids

Accepted by:

Printed Name:

Title:

Date: