

## Client Information

<b>Company</b>	<b>Name</b>	City of Lynden, WA		
	<b>Address</b>	300 4th St	<b>City</b>	Lynden
	<b>State</b>	WA	<b>Zip/Postal Code</b>	98264-1905
<b>Primary Contact</b> <i>(Authorized User)</i>	<b>Name</b>	Nicholas Miener	<b>Title</b>	Network Administrator
	<b>Phone</b>		<b>Email</b>	mienern@lyndenwa.org
<b>Technical Contact</b> <i>(if different)</i>	<b>Name</b>		<b>Title</b>	
	<b>Phone</b>		<b>Email</b>	
<b>Billing Contact</b>	<b>Name</b>	Nicholas Miener	<b>Title</b>	Network Administrator
	<b>Phone</b>		<b>Email</b>	mienern@lyndenwa.org
	<b>Address</b>	300 4th St	<b>City</b>	Lynden
	<b>State</b>	WA	<b>Zip</b>	98264-1905
<b>Quote Date</b>	01/07/2019 10:18:17		<b>Quote Expiration</b>	02/06/2019
<b>Smarsh Sales Executive</b>	Ryan Bakken		<b>Term of Agreement</b>	12 Months
<b>Activation Date</b>	Upon Grant of Access to Service		<b>Import Billing</b>	In Arrears
			<b>Setup Fee Billing</b>	Upon Contract Execution

## Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Cloud Plan SMG 50 - Annual	\$600.00	1	\$600.00
SMG Setup Fee	\$600.00	1	\$600.00
SMG 50 - Capture & Archive - Annual	\$97.72	68	\$6,645.00
SMG 50 - Capture & Archive Premium Adj - Annual	\$28.00	68	\$784.00
Extended Retention Fee - Annual	\$2.50	0	\$0.00
Recurring Subtotal			\$8,029.00
One-Time Subtotal			\$ 600.00

**Notes** Overage above included Capture & Archive quantity is \$140 per connection.

## Terms & Conditions

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On a date following the execution of this Order Form, Smarsh will provide Client with access to the applicable Service ("Activation Date"). Service Descriptions are available at [www.smarsh.com/legal](http://www.smarsh.com/legal). The Services are subject to Smarsh Service Agreement-General Terms located here: [www.smarsh.com/legal/ServiceAgreement](http://www.smarsh.com/legal/ServiceAgreement). Notwithstanding anything to the contrary in the Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict/choice of law principles. Any arbitration or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in the State of Washington.

Notwithstanding anything to the contrary in the Agreement, the parties Agree that Client shall only be required to indemnify Smarsh to the extent Client is allowed to indemnify any entity under the laws applicable to Client.

The Smarsh Service Agreement – General Terms, the Service Specific Terms, and this Order Form are, collectively, the "**Agreement**." The Services will auto-renew pursuant to the terms of the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at [www.smarsh.com/legal/ATT](http://www.smarsh.com/legal/ATT) as they apply to AT&T messages that are archived by Smarsh.

"**Plan Fees**" are the Fees charged for access to the Connected Archive. "**Capture & Archive Fees**" are the Fees that are charged for capture and archive of a bundle of Connections within the Connected Archive Service. "**Capture Fees**" are the per-Connection Fees that are charged for the capture of Connections by the Connected Capture Service. "**Professional Services Fees**" are the Fees that charged for hourly, monthly, or flat rate professional services. The Platform Fees, the Capture & Archive Fees, and the Capture Fees, as applicable, are invoiced on a monthly or annual basis, as specified in this Order Form. Client agrees that the Recurring Subtotal above is Client's minimum commitment during the Term of the Agreement. Smarsh will invoice Client for any usage over the minimum commitment at the Overage rate indicated in this Order Form.

If not priced above, data import and conversion Fees and storage Fees for data from Connected Capture or other capture mechanisms are as follows:

Data Imports	\$10/GB
Import Data Conversion fees	\$3/GB
External Capture Data Storage – Annual	\$2.50/GB

Smarsh self-certifies to the EU-U.S. Privacy-Shield. We provide information about our GDPR compliance at [www.smarsh.com/legal/GDPR](http://www.smarsh.com/legal/GDPR), and a list of Smarsh sub-processors is available at [www.smarsh.com/legal/subprocessors](http://www.smarsh.com/legal/subprocessors).

By \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_