

## Client Information

<b>Company</b>	<b>Name</b>	Village of Wellington, FL		
	<b>Address</b>	12300 Forest Hill Blvd	<b>City</b>	Wellington
	<b>State</b>	Florida	<b>Zip</b>	33414
<b>Primary Contact</b> <i>(Authorized User)</i>	<b>Name</b>	William Silliman	<b>Title</b>	CIO
	<b>Phone</b>	(561) 753-5265	<b>Email</b>	wsilliman@wellingtonfl.gov
<b>Technical Contact</b> <i>(if different)</i>	<b>Name</b>		<b>Title</b>	
	<b>Phone</b>		<b>Email</b>	
<b>Billing Contact</b> <i>(if different)</i>	<b>Name</b>	William Silliman	<b>Title</b>	CIO
	<b>Phone</b>	(561) 753-5265	<b>Email</b>	wsilliman@wellingtonfl.gov
	<b>Address</b>	12300 Forest Hill Blvd	<b>City</b>	Wellington
	<b>State</b>	Florida	<b>Zip</b>	33414
<b>Quote Date</b>		09/12/2017 13:15:15	<b>Quote Expiration</b> 09/30/2017	
<b>Smarsh Sales Executive</b>		Graham Henderson	<b>Term of Agreement</b> 36	

## Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Monthly DVDs	\$0.00	1	\$0.00
Archiving Platform Core Platform - Professional Package Monthly	\$150.00	1	\$150.00
Archiving Platform Content Usage - Social Bundle Monthly	\$10.00	12	\$120.00
Archiving Platform Content Usage - Email Monthly	\$5.00	376	\$1,880.00
Recurring Subtotal			\$2,150.00
One-Time Subtotal			\$ 0.00

**Notes** The Agreement will commence on January 1, 2018.

## Terms & Conditions

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Following execution of the Order Form, Smarsh will provide Client with access to an account within the applicable Service ("Activation Date"). Client's "Minimum Commitment" is the sum of the minimum usage metric specified above during the Term of the Agreement (as further clarified in the Agreement). The Services are subject to the Smarsh Service Agreement located here: <http://www.smarsh.com/wp-content/uploads/2017/03/Smarsh-Subscription-Service-Agreement-7-1-Live.pdf> ("Agreement"), as amended by Attachment 1, and incorporated in this Order Form by reference. The Initial Term of the Agreement shall begin on the date this Order Form is executed and continue for the Term of the Agreement specified above, unless Client is adding the above Services on to an existing Service account and, in which case, the above Services will sync to Client's then existing Service term and be subject to renewals as specified in the Agreement. If the billing terms above indicate a monthly billing schedule, Smarsh will invoice Client for (a) recurring Services monthly in arrears, (b) One Time Fees upon execution of the Order Form, and (c) Import Fees on a monthly basis, based on the Client Data imported in the previous month. If the billing terms above indicate an annual billing cycle, Smarsh will invoice client for (a) the total annual fee for recurring Services upon execution of the Order Form, (b) One-Time Fees upon execution of the Order Form and (c) Import Fees on a monthly basis, based on the Client Data imported in the previous month. Smarsh will invoice Client for any usage over the Minimum Commitment. Service Descriptions are available at [www.smarsh.com/legal](http://www.smarsh.com/legal). For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions at: <http://www.smarsh.com/wp-content/uploads/ATTTTextServiceTerms.pdf> as they apply to AT&T text messages that are archived by Smarsh. If Client purchases any Services which requires Software or services which are resold by Smarsh (including through any of the following vendors: 17-a-4, MobileGuard, Instant Technologies or Actiance, CellTrust or Personal Archive Access) or if Client is purchasing text message archiving, additional terms apply to the Service or Software and such terms are located at <http://www.smarsh.com/legal>.

The Agreement will commence on January 1, 2018 and will remain in effect for 36 months ("Initial Term"). The Initial Term of the Agreement will renew automatically for additional, successive twelve-month terms (each a "Renewal Term"), unless Smarsh or Client provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term.

By \_\_\_\_\_

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

**ATTACHMENT 1**  
**Modifications to Smarsh Service Agreement**

This attachment modifies the Smarsh Service Agreement between Smarsh, Inc. and the Village of Wellington, Florida ("Agreement"). The amendments that follow are effective upon the date that the Client signs an Order Form referencing this attachment.

**The parties agree to the following amendments to the Agreement:**

1) **Section 4.2** - Add the following the last sentence:

"(iii) pursuant to a Florida public records request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure."

2) **Section 10.4** – make the following changes:

- "Delaware" is replaced with "Florida"
- "Multnomah County, in the State of Oregon" is replaced with "Palm Beach County, in the State of Florida"

**All other terms of the Agreement remain unchanged.**