

CS-23-373

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3640

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Tech Services Contact Person: Tonya Wood
 Telephone: (904) 530-6067 Email: twood@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: SMARSH Inc
 Address: 921 SW Washington Street, Suite 540
 City: Portland State: OR Zip Code: 97205
 Vendor's Administrator Name: Sonya Kendall Title: Customer Success Manager
 Telephone: (971) 998-9967 Email: customersuccess@smarsh.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: _____
 Authorized Signatory Email: _____
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: SMARSH Text Messaging Archival
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Capture and archival of text messaging for county employees.
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: \$23,466.68
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term - Renewal Options): \$23,466.68 (Estimate if necessary)
 Account Number: 01132516-541000
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: _____ *MP*
 Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. <u>Derrick D. Lindsay</u> <u>5/20/2024</u>	3. <u>Kanace Belmont</u> <u>5/21/2024</u> <i>2/20/24</i>
Department Head/Contract Manager Date	Procurement Date
2. <u>[Signature]</u> <u>2.28.24</u>	4. <u>Denise C. May</u> <u>5/21/2024</u> <i>BJ</i>
Office of Mgmt. & Budget Date	County Attorney Date
	<u>5/21/2024</u>

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Popey AICP 5/22/2024
 County Manager Date

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)
Required for Purchases Greater than \$10,000

Date:	<u>05/20/2024</u>	Project:	<u>Text Message Archival</u>
Vendor Name:	<u>SMARSH Inc</u>	FY Cost:	<u>\$23,466.68</u>
Address:	<u>921 SW Washington Street, Suite 540, Portland OR 97205</u>	Total Cost:	<u>\$23,466.68</u>
Phone:	<u>971-998-9967</u>	Account:	<u>01132516-541000</u>
Contact Name:	<u>Sonya Kendall</u>		

Description of Goods and/or Services:
Capture and archival of text messages on county devices.

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
- Sole Source: The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

SMARSH services are already in place. Original contract with SMARSH expired and a new contract has been preapproved by legal.

Vendor provides the services as requested and the price to move to another provider would be costly.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Dennis D. Windsor

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Andrew Almonte

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Pope, AICP

DATE
5/20/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
SMARSH Inc
921 SW Washington Street, Suite 540
Portland, OR 97205

DEPARTMENT
Tech Services

REQUESTED BY
Tonya Wood

VENDOR NUMBER PROJECT NAME **FUNDING SOURCE** **AMOUNT AVAILABLE** **STANDARD PO OR ENCUMBER ONLY** **CONTRACT NO.**
01132516-541111 \$ 152,623.06 Encumber Contract CM3640

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Platform - Professional Archive -SMG	1.00	\$ 525.00	\$ 525.00	
	AT&T Mobile Message - Professional Atchive Captu	20.00	\$ 104.77	\$ 2,095.40	
	Facebook - Professional Archive Capture	4.00	\$ 104.77	\$ 419.08	
	Instagram - Professional Archive Capture	1.00	\$ 104.77	\$ 104.77	
	Twitter - Professional Archive Capture	1.00	\$ 104.77	\$ 104.77	
	Verizon - Professional Archive Capture	183.00	\$ 104.77	\$ 19,172.91	
	Smarsh U - SMB Full Access	1.00	\$ 1,044.75	\$ 1,044.75	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 23,466.68

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Derrick D. Lindsay 5/20/2024

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 5/20/2024

Procurement Director (signature required if greater than \$5,000.00)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Andree A. Smith 5/21/2024

County Manager (signature required if greater than \$100,000.00)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey 5/22/2024

L. BELTON

Clerk: **5/23/2024**
Date:



Smarsh Services Agreement-General Terms

This Smarsh Services Agreement-General Terms (the “**Agreement**”) constitutes a binding agreement between Smarsh Inc. (“**Smarsh**”) and the company entering this Agreement (“**Client**”) identified in an order document that references this Agreement (“**Order Form**”), attached hereto and incorporated herein as Exhibit “A”. Client represents that it has the authority to enter into this Agreement, and agrees that the terms of this Agreement will govern Client’s use of the Services (as defined in Section 1).

This Agreement includes four parts: (1) the legal terms that are included in this “Smarsh Services Agreement – General Terms”, and the Amendment to the Smarsh Services Agreement – General Terms, a copy of which is attached hereto and incorporated herein as Exhibit B; (2) the terms that are specific to each service included in the “Service Specific Terms”, a copy of which is attached hereto and incorporated herein as Exhibit “C” (3) the description of what is included with each service in “Service Descriptions”, a copy of which is attached hereto and incorporated herein as Exhibit “D”; and (4) the Acceptable Use Policy (“**AUP**”), a copy of which is attached hereto and incorporated herein as Exhibit “E”.

1. **Services.** Smarsh will provide the services specified in each Order Form (“**Services**”), according to the Agreement, the Service Specific Terms (including the applicable Service Level Agreement(s)), and the Service Descriptions, which describe the features and functionality of each Service. The Service Specific Terms and Service Descriptions are located at www.smarsh.com/legal. Smarsh grants Client a revocable, non-exclusive, non-transferable, limited license to access and use the Services purchased by Client during the Term (as defined in Section 12).
2. **Support & User Groups.** Smarsh Central, located at <https://central.smarsh.com> is where Client may seek support resources for the Services as well as engage with other end users in online forums regarding the Services.
 - 2.1. **Smarsh Central.** Support FAQ’s and other support resources are available on Smarsh Central located at <https://central.smarsh.com>. Client may initiate support requests by submitting support tickets on Smarsh Central. Changes to Smarsh’s support policies will be made available on Smarsh Central.
 - 2.2. **Groups.** Smarsh Central also provides online forums and related features to Users of the Services (as defined in Section 4.6) for discussion, feedback, and general Q&A purposes (such forums and related features are collectively called “Groups”). Smarsh grants Client and its Users a revocable, non-exclusive, non-transferable license to access and use Groups within Smarsh Central in connection with Client’s use of the Services. Client or Users may post comments or content to Groups (“**Groups Content**”). Client hereby grants Smarsh a worldwide, exclusive, royalty-free, irrevocable license to access, use, reproduce, make derivatives of, and incorporate Groups Content into Smarsh products or services for commercial use. Client acknowledges that Groups Content is not confidential and is subject to the AUP. Smarsh may delete Groups Content without prior notice. Client is responsible for all Groups Content posted by its Users. Smarsh disclaims all liability arising from Groups Content and use of Groups, including exposure to content that is potentially offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Smarsh may suspend or discontinue Groups at any time. Smarsh provide Groups without charge and Groups is not part of the Services.
3. **Trial Services.** If a trial period is indicated on an Order Form, Smarsh will provide Client with a temporary account to one or more Services (“**Trial Account**”). The Trial Account will be accessible for the trial period set forth in the Order Form, or if no trial period is stated, the Trial Account period will be thirty (30) days. DURING THE TRIAL PERIOD, THE TRIAL ACCOUNT AND ASSOCIATED SERVICES



ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

4. Client Obligations.

- 4.1. As used in this Agreement, the term "**Client Data**" means: (a) the data that the Services capture or archive from Client's systems or from Client's Third Party Services (as defined in Section 5), or (b) Client's historical data provided by or on behalf of Client for ingestion by the Services. Client hereby grants Smarsh a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce Client Data as necessary to provide, support, and improve the Services, as directed by Client, or as otherwise authorized hereunder. Data generated by the Services regarding Client's use of the Services is usage data and is not and does not contain Client Data.
- 4.2. Because Smarsh will not have access to Client's systems or Third Party Services, it is Client's sole responsibility to monitor the Services, Client's systems and Third Party Services to ensure that Client Data is being captured accurately. Client will notify Smarsh of any delivery failures or outages of Client's systems that could affect the transmission of Client Data..
- 4.3. It is Client's responsibility to encrypt (i) data sent to the Services from Client's systems and (ii) historical data sent to Smarsh for ingestion. Smarsh will have no responsibility or liability for any data that Client transmits to Smarsh in an unencrypted format. Smarsh is not responsible or liable for any update, upgrade, patch, maintenance or other change to Client's systems or Third Party Services that affects the transmission of Client Data to the Services. It is Client's responsibility to ensure that the Services are configured to capture Client Data from all relevant end-user accounts or devices or web domains, as applicable.
- 4.4. Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client's use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the AUP. Smarsh may update the AUP from time to time.
- 4.5. Client is responsible for creating an account within the Services and ensuring that (a) Client's account registration information is complete and accurate; and (b) Client's account credentials are confidential. Client will notify Smarsh immediately of any unauthorized use of Client's account or account credentials, or any other known or suspected breach of the security of Client's account. Client is responsible for the activity that occurs within Client's account and for the actions or omissions of Client's employees, contractors or agents, whether such person is or was acting within the scope of their employment, engagement, or agency relationship. Client will not permit Smarsh competitors to access the Services.
- 4.6. Client may provide Representatives with access to the Services, may purchase Services on behalf of Representatives, or where Client is required to review Representative communications, Client may use the Services to meet such requirement. A "**Representative**" means any entity (a) that Client controls or that is under common control with Client; or (b) on behalf of which Client has a regulatory requirement to archive or review communications data. Representatives' use of the Services is subject to the terms of this Agreement. Client is responsible for the actions or omissions of each Representative whether such person is or was acting within the scope of their employment, engagement, or agency relationship.
- 4.7. Client may designate user roles with different levels of access for use or support of the Services. An "**Authorized User**" is the administrative user(s) with the highest level of access and is



responsible for managing the Services for Client. Only Authorized Users may appoint other Authorized Users, request or agree to changes to the Services, add or remove users, make billing inquiries, contact support, or take other, similar actions. A “**User**” is any individual who is granted login credentials to the Services. Users may not share account log in credentials.

5. **Third Party Providers.** The Services receive Client Data from third party sources and are dependent on the third party's services, software, applications, platforms (such as third party social media, business networking platforms systems, telecommunications carriers, or other messaging or communication services or APIs) (“**Third Party Services**”). Third Party Services are not offered, controlled, or provided by Smarsh. A Third-Party Service may make changes to its service, or components thereof, or suspend or discontinue a service without notice to Smarsh. In addition, the availability of the Third-Party Service may depend on Client's compliance with the Third-Party Service terms. The Third-Party Service will have access to Client's data and will provide Client's data to Smarsh. Smarsh does not control and is not responsible or liable for how the Third-Party Service transmits, accesses, processes, stores, uses, or provides data to Smarsh. Smarsh expressly disclaims all liability related to or arising from any Third-Party Service, including Client's use thereof, or liability related to or arising from any updates, modifications, outages, delivery failures, corruption of data, loss of data, discontinuance of services, or termination of Client's account by the Third-Party Service. Client is solely responsible for ensuring Client complies with all Third-Party Service terms and conditions. Client acknowledges that certain Third-Party Services do not represent that they are suitable for sensitive communications and do not encrypt messages sent over such Third-Party Services networks, including social media providers, telecommunication carriers and certain messaging platforms. Client agrees that if Client transmits sensitive health or financial information via these unsecure Third Party Services networks, Client assumes all risk associated with such transmission and is responsible for any damages or losses incurred with respect to transmitting such sensitive data over such networks and to Smarsh. Such transmission may also be a breach of the AUP.

6. Term & Termination.

- 6.1. **Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term will renew automatically for additional, successive 12-month terms (each a “**Renewal Term**”), unless Smarsh or Client provides the other party with written notice of non-renewal at least 60 days prior to the end of the Initial Term or the applicable Renewal Term, or either party terminates in accordance with section 6.2 or 6.3 below. The Initial Term plus any Renewal Term are, collectively, the “**Term**.” Any Order Form executed after the Effective Date will co-terminate with Client's then-current Term.
- 6.2. **Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party's written notice thereof. Smarsh may suspend Client's access to the Services in the event of a breach of this Agreement and will not be liable for any damages resulting from such suspension.
- 6.3. **Termination for Bankruptcy.** This Agreement will terminate immediately, upon written notice, where (a) either party is declared insolvent or adjudged bankrupt by a court of competent jurisdiction; or (b) a petition for bankruptcy or reorganization or an arrangement with creditors is filed by or against that party and is not dismissed within 60 days.
- 6.4. **Effect of Termination.** Upon any termination or expiration of the Agreement: (a) all rights and licenses to the Services granted to Client by Smarsh will immediately terminate; (b) Client will pay any Fees due and payable up to the date of termination, except in the case of Smarsh's termination for Client's breach, and in such case, Client will pay the Fees owing for the remainder of the then-current Term; and (c) upon request, each party will return to the other or delete the Confidential Information of the other party; provided that if Client requests Smarsh to return



Client Data from within Client's Professional Archive (defined in Professional Archive Service Specific Terms) instance, Client may (i) sign a separate Order Form for such Professional Services and will pay Smarsh's then-current data extraction and exportation fees plus any hardware costs as specified in such Order Form or (ii) sign a separate access-only agreement to maintain access to the Professional Archive with the ability to complete self-service exports.

7. **Fees & Payment.** Client will pay the fees for the Services as set forth in the Order Form ("**Fees**"). Upon execution of the Order Form, Smarsh will invoice Client for the Fees for the recurring Services. . One-time Fees and Fees for professional services will be invoiced per the terms of the Order Form, or the applicable statement of work. Fees for a Renewal Term will be invoiced upon renewal. Client will pay Fees within thirty (30) days of the date of the invoice. If Client disputes any Fees, Client must notify Smarsh within 120 days of the date of invoice. Invoices not disputed within 120 days from the date of invoice will be deemed accepted by Client. Smarsh may charge a late fee of 1.5% per month on any Fees not paid when due. Smarsh may suspend Client's access to the Services in the event Client fails to pay the Fees when due. Smarsh will increase Fees upon each Renewal Term, provided that any such increase will not exceed five percent (5%) of the then current Fees. Smarsh will provide ninety (90) days' prior written notice of any such increase in Fees.
8. **Minimum Commitment & Invoice of Overages.** Client agrees that the recurring Fees are Client's minimum purchase commitment during the Initial Term and, upon renewal, each Renewal Term. The minimum commitment is the total sum of the recurring Fees set forth in the applicable Order Form. For Fees invoiced based on usage, (a) if Client's usage exceeds the minimum commitment specified in the Order Form, Smarsh will invoice, and Client will pay the additional Fees due for such usage at the rate specified in the Order Form; and (b) if Client's usage during a month is less than Client's minimum purchase commitment, Smarsh will invoice Client for the minimum purchase commitment. Client understands that even if Client terminates prior to the end of the Term or any Renewal Term, such minimum commitment shall be due to Smarsh.
9. **Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, service, use and excise taxes, utility user's fees, VAT, 911 taxes, or universal service fund fees or taxes, taxes assessed on the use of software or any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable hereunder, other than any taxes imposed on Smarsh's income.
10. **Confidentiality.**
 - 10.1. "**Confidential Information**" means (a) the non-public information of either party, including but not limited to information relating to either party's product plans, present or future developments, customers, designs, costs, prices, finances, marketing plans, business opportunities, software, software manuals, personnel, research, development or know-how; (b) any information designated by either party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; (c) the terms of this Agreement; or (d) Client Data. "Confidential Information" does not include information that: (i) is in, or enters, the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party, as evidenced the receiving party's records; or (iv) the receiving party develops independently without reference to the Confidential Information.
 - 10.2. **Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information . Either party may disclose Confidential Information



of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; or (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

- 10.3. **Remedies.** Each party acknowledges and agrees that a breach of the obligations of this Section 10 by the other party may result in irreparable injury to the disclosing party for which there may be no adequate remedy at law, and the disclosing party will be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient of Confidential Information.
11. **Intellectual Property.** As between Smarsh and Client, all right, title and interest in and to the Services, the information technology infrastructure including the software, hardware, databases, electronic systems, networks, and all applications, APIs or Client-Side Software (as defined in the Service Specific Terms) required to deliver the Services, or made available or accessible to Client by Smarsh, including all documentation regarding the use or operation of the Services (collectively "**Intellectual Property**") are the sole and exclusive property of Smarsh. Except as expressly stated herein, nothing in this Agreement will serve to transfer to Client any right in or to the Intellectual Property. Smarsh retains all right, title and interest in and to Intellectual Property. As between Smarsh and Client, Client Data is the sole and exclusive property of Client and other than the limited license to Client Data granted hereunder, nothing in this Agreement will serve to transfer to Smarsh any intellectual property rights in Client Data.
12. **Smarsh Representations and Warranties; Warranty Disclaimer.**
- 12.1. **Performance Warranty.** Smarsh represents and warrants that it will provide the Services in accordance with generally accepted industry standards.
- 12.2. **Authority.** Smarsh represents and warrants that it has the right and authority to enter into this Agreement and that the performance of its obligations under this Agreement will not breach, or conflict with, any other agreement to which Smarsh is a party.
- 12.3. **Compliance with Laws.** Smarsh represents and warrants that it will comply with the laws and regulations applicable to Smarsh in its performance of the Services.
- 12.4. **Warranty Disclaimer; No Guarantee.** EXCEPT AS SET FORTH ABOVE, SMARSH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES, PROFESSIONAL SERVICES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE BY SMARSH. SMARSH HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARSH DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE OR ERROR-FREE. SMARSH WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SMARSH. SMARSH DOES NOT GUARANTEE THAT USE OF THE SERVICES BY CLIENT OR THE ADVICE, CONSULTING OR PROFESSIONAL SERVICES PROVIDED TO CLIENT WILL ENSURE CLIENT'S LEGAL COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE. THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT



LIMITED TO ANY APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.

13. Indemnification.

- 13.1. **Client Indemnification.** Subject to the limits set forth in Section 768.28, Florida Statutes, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.
- 13.2. **Smarsh Indemnification.** Smarsh will defend, indemnify and hold Client harmless from third-party claims arising from a claim that the Services infringe any United States patent, trademark or copyright; provided that, Client shall (a) provide Smarsh with prompt written notice upon becoming aware of any such claim; (b) allow Smarsh sole and exclusive control over the defense and settlement of any such claim; and (c) reasonably cooperate with Smarsh in the defense of such claim. Notwithstanding the foregoing, Smarsh will not be liable for any claim that relates to or arises from: (i) custom functionality provided to Client based on Client's specific requirements; (ii) any modification of the Services by Client or any third party; (iii) the combination of the Services with any technology or other services, software, or technology not provided by Smarsh; or (iv) Client's failure to use updated or modified versions of the Services made available by Smarsh. Except as expressly provided in Section 14.1.3, the indemnification obligation contained in this Section 13.2 is Client's sole remedy, and Smarsh's sole obligation, with respect to claims of infringement.

14. Remedies and Limitation of Liability.

14.1. Remedies.

- 14.1.1. In the event of a breach of any warranty under Section 12 Smarsh will use commercially reasonable efforts to provide Client with an error correction or work-around that corrects the reported non-conformity. The foregoing remedy is Client's sole and exclusive remedy for a breach of Section 12.
- 14.1.2. In the event of a breach of the applicable Service Level Agreement, Smarsh will provide Client with the credit stated in the Service Level Agreement. The foregoing remedy is Client's sole and exclusive remedy for a breach of the applicable Service Level Agreement.
- 14.1.3. If the Services are subject to a claim of infringement under Section 13.2, Smarsh may, in its sole discretion, either (a) procure for Client the right to continue to use the Services; (b) modify the Services such that they are non-infringing; or (c) if in the reasonable opinion of Smarsh, neither (a) nor (b) is commercially feasible, then Smarsh may, upon thirty (30) days' prior written notice to Client, terminate the applicable Service.

14.2. Limitation of Liability.

- 14.2.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF: USE, DATA, BUSINESS, OR PROFITS), ARISING FROM OR IN CONNECTION WITH THE SERVICES OR SOFTWARE (AS DEFINED IN THE SERVICE SPECIFIC TERMS), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH



DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SMARSH WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER CONSEQUENTIAL OR OTHERWISE, ARISING FROM OR RELATED TO CLIENT'S NON-COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

14.2.2. EXCEPT WITH RESPECT TO SECTION 13.1 and 13.2 (INDEMNIFICATION), EACH PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY SMARSH FROM CLIENT FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INCIDENT FROM WHICH THE DAMAGES AROSE.

14.2.3. THE LIMITATION OF LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES WILL BE AGGREGATED TO DETERMINE IF THE LIMIT HAS BEEN REACHED.

15. General Terms.

15.1. **Export Restrictions.** The Services and Software (as defined in the Service Specific Terms), including any software, documentation and any related technical data included with, or contained in, the Services of Software, may be subject to United States export control laws and regulations. Smarsh Public IM policy manager is classified under Export Control Classification Number (ECCN) 5D002.c.1 and has been qualified for export under authority of license exception ENC, in accordance with sections 740.17(d) and 740.17(b)(3) of the U.S. Export Administration Regulations, 15 C.F.R. Part 730 et seq. (the "EAR"). It may not be downloaded or otherwise exported or re-exported into (or to a national or resident of) Crimea- Region of Ukraine, Cuba, Iran, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods; or any organization or company on the United States Commerce Department's "Denied

Parties List." Client will comply with the export laws and regulations of the United States and other applicable jurisdictions when using the Services. Client will not transfer the Software, or any other software or documentation provided by Smarsh (a) to any person on a government promulgated export restriction list; or (b) to any U.S.-embargoed countries. Without limiting the foregoing: (a) Client represents that it and its Authorized Users and any other users of the Services are not named on any United States government list of persons or entities prohibited from receiving exports; (b) Client represents that Client will not use the Software or Services in a manner which is prohibited under United States Government export regulations; (c) Client will comply with all United States anti-boycott laws and regulations; (d) Client will not provide the Software or Service to any third party, or permit any user to access or use the Software or Service, in violation of any United States export embargo, prohibition or restriction; and (e) Client will not, and will not permit any user or third party to, directly or indirectly, export, re-export or release the Software or Services to any jurisdiction or country to which, or any party to whom, the export, re-export or release is prohibited by applicable law, regulation or rule.

15.2. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and void. This Agreement will inure to the benefit of, and bind, the parties' respective successors and permitted assigns.

15.3. **Force Majeure.** A failure of party to perform, or an omission by a party in its performance of, any obligation of this Agreement will not be a breach of this Agreement, nor will it create any liability, if such failure or omission arises from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following (each a "**Force Majeure Event**"): (a) acts of God; (b) acts or omissions of any governmental entity; (c) any rules, regulations or orders issued



by any governmental authority or any officer, department, agency or instrumentality thereof; (d) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, strikes and lockouts; or (e) utility or telecommunication failures; so long as such party uses reasonable efforts to resume performance after any such Force Majeure Event.

- 15.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Nassau County, in the State of Florida, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- 15.5. **Relationship of the Parties.** The parties are independent contractors as to each other, and neither party will have power or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.
- 15.6. **Notices.** Any legal notice under this Agreement will be in writing and delivered by personal delivery, express courier, certified or registered mail, postage prepaid and return receipt requested, or by email. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) business days after deposit in the mail, or when receipt is acknowledged in the case of email to Smarsh. Notices will be sent to Client at the address set forth on the Order Form or such other address as Client may specify. Notices will be sent to Smarsh at the following address: Smarsh Inc., Attention: Legal, 851 SW 6th Ave, Suite 800, Portland, OR 97204, or in the case of email, to legal@smarsh.com.
- 15.7. **Publicity.** Smarsh may disclose that Client is a customer of Smarsh.
- 15.8. **Severability; Waiver.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure of either party to insist on strict performance of any provision herein will not be deemed a waiver of any rights or remedies that either party will have and will not be deemed a waiver of any subsequent default of the terms and conditions thereof.
- 15.9. **Entire Agreement; Electronic Signatures.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, or Client's click-through acceptance of this Agreement, give rise to a valid and enforceable agreement.
- 15.10. **Amendments.** Smarsh may amend this Agreement by posting a revised version to www.smarsh.com/legal. Client accepts the revised version of this Agreement by either (a) execution of an Order Form incorporating the revised version; or (b) continued use of the Services for 30 days following the earliest notice of such revised version provided to an Authorized User at the Services log-in prompt. For the avoidance of doubt, however, (a) such acceptance does not amend the "**Effective Date**" of the Agreement, which remains the date on which Client first executes an Order Form for the Services or Software, and (b) the Term of the Agreement will continue to renew on the anniversary of the Effective Date. **FOR THE SAKE OF CLARITY, ANY UPDATES BY SMARSH MAY NOT MATERIALLY DEGRADE THE SERVICES OR REDUCE CLIENT'S RIGHTS UNDER THIS AGREEMENT.**



16. IF CLIENT IS LOCATED IN EUROPE, THE FOLLOWING MODIFICATIONS TO THE ABOVE TERMS APPLY:

16.1. Sections 14.2.1 – 14.2.3 are replaced with the following Sections 14.2.1 – 14.2.3:

14.2.1 Limitation of Consequential Damages. Subject to 14.2.3, in no event shall either party be liable under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any: (a) loss of profits; (b) loss of sales; (c) loss of turnover; (d) loss of, or loss of use of, any (i) software or (ii) data; (e) loss of use of any computer or other equipment or plant; (f) wasted management or other staff time; (g) losses or liabilities under or in relation to any other contract; or (h) indirect, special or consequential loss or damage.

14.2.2 Limitation on Direct Damages. Subject to Sections 14.2.1 and 14.2.3, Smarsh's aggregate liability arising from or in connection with this Agreement (and whether the liability arises because of breach of contract, negligence, misrepresentation or for any other reason) shall not exceed 1.25 times the amounts paid or payable (having been invoiced but not yet paid) by Client for the license to use the Service.

14.2.3 Notwithstanding anything to the contrary in this Agreement, neither party excludes or limits its liability in respect of death or personal injury caused by the negligence of that party, its servants or agents, breach of any condition as to title or quiet enjoyment implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982, or liability for fraudulent misrepresentation or such other liability which cannot under applicable law be excluded or limited by Agreement.

16.2. Section 15.4 is replaced with the following:

15.4 Governing Law and Jurisdiction. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents either party from seeking injunctive relief in the appropriate or applicable forum.

Exhibit A



Order Form (#Q-31111)(Service Account Number: 303008)

Order Form - Nassau County, FL

Account Rep	Shelby Phelan	Customer	Nassau County, FL
Email	shelby.phelan@smarsh.com	Service Address	96135 Nassau PI Ste 7 Yulee, Florida 32097-8635
Quote prepared on	16-Jun-2023	Billing Contact	Corey Poore
Quote valid until	31-May-2024	Contact Phone	+1.904.530.6050
Quote Start Date	23-Sep-2023	Contact Email	cpoore@nassaucountyfl.com
Renewal Date	23-Sep-2024	Technical Contact	Norm Kennedy
Billing Frequency	Annual		

Services	Unit Price	Quantity	Contract Commitment
Unified			
Platform - Professional Archive - SMG	\$ 525.00	1	\$ 525.00
AT&T Mobile Message - Professional Archive Capture	\$ 104.77	20	\$ 2,095.40
Facebook - Professional Archive Capture	\$ 104.77	4	\$ 419.08
Instagram - Professional Archive Capture	\$ 104.77	1	\$ 104.77
Twitter - Professional Archive Capture	\$ 104.77	1	\$ 104.77
Verizon - Professional Archive Capture	\$ 104.77	183	\$ 19,172.91
Smarsh Support		1	
Professional Support - Basic		1	
Smarsh University		1	
Smarsh U - SMB - Full Access	\$ 1,044.75	1	\$ 1,044.75
Annual Subtotal			\$ 23,466.68
One-Time Subtotal			\$ 0.00

Notes



Terms & Conditions

On a date following the execution of this Order Form, Smarsh will provide Client with a license key for the Software or with login credentials to the applicable Service (“**Activation Date**”). Service Descriptions are available at www.smarsh.com/legal. The Services are subject to Smarsh Service Agreement-General Terms attached hereto. The Services purchased by Client are also subject to the Information Security Addendum available at <https://www.smarsh.com/legal/InfoSec> and the Service Specific Terms attached hereto:

The Smarsh Service Agreement – General Terms, the Information Security Addendum, the Service Specific Terms, and this Order Form are, collectively, the “**Agreement**.” The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Subscription Term specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client’s existing subscription Term. The Services will be subject to renewals as specified in 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 as they apply to AT&T messages that are archived by Smarsh.

“**Archive Fees**” are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive). “**Capture & Archive Fees**” are the Fees that are charged for capture and archive of a bundle of Connections within the Professional Archive. “**Capture Fees**” are the per-Connection Fees that are charged for the capture of Connections by Connected Capture (i.e., Cloud Capture or Capture Server). “**Premium Adj. Fees**” are the additional Fees that are charged for capture of Connections from premium Channels. “**Set-up Fees**” are the one-time Fees that are charged to implement a Service. “**Professional Services Fees**” are the Fees charged for hourly, monthly, or flat rate professional services.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during each year or month, as applicable, of the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

Third Party API Usage. In the event that any Third-Party Service charges any API usage fees, service fees, or pass through costs to Smarsh that are (i) in connection with the Client’s use of the Services set forth in this Order Form and such Third Party Service, and (ii) Smarsh can reasonably demonstrate that such costs are directly allocated to the Client, Smarsh reserves the right to pass those costs along to the Client (“Third Party Fees”). Client agrees to pay all such Third-Party Fees when Smarsh invoices the Client for such fees, which will include a breakdown and description of each such cost.

If not priced above, data import, conversion (if applicable), and storage Fees for Client’s historical data and storage Fees for data from Connected Capture or other external capture mechanisms ingested into the Professional Archive are as follows:

Data Imports - One-time	\$10/GB
Import Data Conversion fees	\$3/GB
Data Storage – Annual	\$2.50/GB

Information about Smarsh data privacy compliance is available at www.smarsh.com/legal.

The following entities are fully owned subsidiaries of Smarsh: Digital Reasoning, Entreda, Privva, Actiance, MobileGuard



Exhibit B

Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and Nassau County, FL. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

The parties agree:

1) **Replace Section 1 in its entirety, as follows:**

1. Services.

- 1.1. Smarsh will provide the Services specified in each Order Form ("Services"), according to the Agreement, the Service Specific Terms (including the applicable Service Level Agreement(s)), and the Service Descriptions, which describe the features and functionality of each Service. The Service Specific Terms and Service Descriptions are located at www.smarsh.com/legal. Smarsh grants Client a revocable, non-exclusive, non-transferable, limited license to access and use the Services purchased by Client during the Term (as defined in Section 12).
- 1.2. **Public Records.** To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes, Smarsh shall maintain and allow access to (via Client) Public Records made or received in conjunction with the Agreement. The Agreement may be terminated for cause by Client for Smarsh's refusal to allow access (via Client) to Public Records. "Public Records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business. Public Records under this Agreement include emails exchanged between Smarsh and Client representatives, the terms of this Agreement, all Client invoices, and, if applicable to the Services purchased by Client, supplier and subcontractor invoices and contracts. During the Term, and for a period of 7 days following any expiration or termination of the Agreement, Client may, at no additional cost, export records via self-service within the Archiving Platform. If instead, the Client's custodian of public records requests that Smarsh complete the export on Client's behalf, Smarsh shall provide the Client with a copy of the requested records for export within a reasonable time at a cost that does not exceed Smarsh's then-current hourly professional services rate for data extraction and exportation plus any hardware costs for portable media. All data so provided to Client may be provided in PST, EML, or native format, at Client's option. Smarsh is not a public-facing company and does not receive or process Public Records requests.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 530-6090 (telephone number), RECORDS@NASSAUCOUNTYFL.COM (email address),
96135 Nassau Pl Ste 6
Yulee, Florida 32097-8635 (mailing address)



2) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client's use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at www.smarsh.com/legal/AUP. Smarsh may update the Acceptable Use Policy from time to time.

3) **Replace Section 6.1 in its entirety, as follows:**

Term. The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months ("**Initial Term**"). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a "**Renewal Term**") upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the "**Term.**" Any Order Form executed after the Effective Date will co-terminate with Client's then-current Term.

4) **Replace Section 6.2 in its entirety, as follows:**

Termination for Breach. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party's written notice thereof. Smarsh may suspend Client's access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

5) **Replace Section 7 in its entirety, as follows:**

Fees & Payment. Client will pay the fees for the Services as set forth in the Order Form ("**Fees**"). Following execution of the Order Form, Smarsh will activate or otherwise make available the Services listed in the Order Form by either delivering the software (if on-premise software is purchased) or providing Client with access to an account within the applicable Service ("**Activation Date**"). Beginning on the Activation Date, Client will be invoiced for the recurring Fees per the invoice schedule in the Order Form. One-time fees and fees for professional services will be invoiced per the terms of the Order Form, or the applicable statement of work. Client will pay undisputed Fees within forty-five (45) days of the date of the invoice in accordance with Section 218.74, Florida Statutes (the "**Prompt Payment Act**"). If Client disputes any Fees, Client must notify Smarsh within 120 days of the date of invoice. Invoices not disputed within 120 days from the date of invoice will be deemed accepted by Client. In accordance with the Prompt Payment Act, beginning 30 days after the payment due date, Smarsh may charge a late fee of 1% per month on any unpaid Fees. Smarsh may suspend Client's access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension. Smarsh may increase Fees at any time after the Initial Term, provided that the increased Fees will only become effective upon the commencement of the next Renewal Term following Smarsh's notice to Client of the Fee increase."

6) **Replace Section 9 in its entirety, as follows:**

Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.



7) **Replace Section 10.2 in its entirety, as follows:**

Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (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. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

8) **Replace Section 13.1 in its entirety, as follows:**

Client Indemnification. To the extent permitted by Section 768.28 Florida Statutes, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

9) **Replace Section 15.4 in its entirety, as follows:**

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Nassau, in the State of Florida, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

10) **Replace Section 15.9 in its entirety, as follows:**

Entire Agreement; Electronic Signatures. This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

11) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**



Exhibit C

Service Specific Terms

Service Specific Terms – Mobile Channels

These Service Specific Terms – Mobile Channels apply when Client uses the Professional Archive or a Connected Capture Service to capture or archive text messages from a mobile telecommunications provider or from the CellTrust SL2 app. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

Client is only permitted to actively capture and archive text messages for Client's current employees or contractors. Client is not permitted to actively capture or archive text messages for any individual who is not a Client employee or contractor. Client agrees to (i) notify Smarsh immediately when any employee's employment or contractor's service is terminated; and (b) provide each employee and contractor with clear and conspicuous notice of policies regarding the receipt, transmission, storage, and use of employee's or contractor's text messages. Client is responsible for ensuring that each employee and contractor has agreed to such policies and that each employee has been made aware that such employee has no reasonable expectation of privacy in such employee's text messages. Each telecommunications carrier may have a different implementation process. The implementation process is dependent on actions to be completed by Client and the applicable telecommunications carrier. Smarsh is not responsible for delays in implementation caused by a telecommunications carrier, CellTrust, Client, or Client employees or contractors.

Certain telecommunications carriers (e.g. AT&T, Verizon and Rogers) require Smarsh to pass through certain additional terms ("Additional Text Service Terms"). Such Additional Text Service Terms are subject to modification by the applicable carrier and such modifications shall be incorporated into the Agreement upon notice to Client. The current Additional Text Service Terms follow.

EACH OF I-III THAT FOLLOW ARE AGREEMENTS MADE BETWEEN CLIENT AND THE APPLICABLE TELECOMMUNICATION CARRIER DIRECTLY. SMARSH IS NOT A PARTY TO THESE TERMS.

[TERMS BEGIN ON THE NEXT PAGE]



I. AT&T Mobile Archiving Terms. These Terms are made between Client and AT&T Mobility.

This agreement is between you as our subscriber (“You”) and the affiliate of AT&T Mobility National Accounts, LLC providing wireless service to You (“AT&T”), and it sets forth the terms and conditions (“Terms and Conditions”) under which You agree to use and AT&T agrees to provide access to Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, You accept these Terms and Conditions, which AT&T may modify from time to time.

1. DEFINITIONS.

- 1.1. Archived Messages means a Participating Employee’s Messages that AT&T has made available to SMARSH for retrieval through use of SMARSH’s Archived Messages Service.
- 1.2. Archived Messages Service means SMARSH’s service that provides You access to Archived Messages.
- 1.3. Customer Liable MDNs means a Mobile Directory Number (MDN) for AT&T wireless service that is established under Your corporate account and corporate name and for which You are financially responsible to AT&T for an AT&T service.
- 1.4. Employee Liable MDN means a MDN for AT&T wireless service that is established in the name of an individual employee of Your company or other authorized individual and for which such individual is financially responsible to AT&T for AT&T services.
- 1.5. Messages means messages sent or received by any Participating Employee via short message service (SMS), multimedia message service (MMS) and/or AT&T Business Messaging Service.
- 1.6. Participating Employee means Your employee or other authorized user of a mobile device with a Customer Liable MDN whose Customer Liable MDN(s) is subscribed to the Archived Messages Service.

2. ARCHIVED MESSAGES SERVICE.

- 2.1. You authorize AT&T to make the Messages available to Smarsh for use solely in connection with SMARSH’s Archived Messages Services.
- 2.2. You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. You will not access, use, copy, store or disclose Archived Messages for any other purpose.
- 2.3. SMARSH. You will enter into an agreement with SMARSH Inc. (“SMARSH”) for the Archived Messages Service, and You will pay all of SMARSH’s charges for such Archived Messages Service in accordance with that agreement and these Terms and Conditions.



- 2.4. Customer Liable MDNs Only. You will enroll only Customer Liable MDNs in the Archived Messages Service. You may not enroll any Employee Liable MDNs in the Archived Messages Service.
- 2.5. Notice and Consent. Prior to enrolling any individual's device in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee's Archived Messages, You will provide advance disclosure to each such individual containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how You and SMARSH will access, use, copy, retain, protect or disclose such individual's Archived Messages, as well as the duration and purpose of such access, use, copying or retention. You will also obtain all lawfully required consents for those uses of such individual's Messages. You agree to maintain the currency of such consent at all times.
- 2.6. Transferring a Mobile Device or Customer Liable MDN to Another Employee. Prior to transferring a mobile device or Customer Liable MDN that is enrolled in the Archived Messages Service to another person, you will disenroll or notify SMARSH to disenroll the then-current Participating Employee and the Customer Liable MDN on that mobile device from the Archived Messages Service.
- 2.7. Acknowledgement and Agreement. You acknowledge that AT&T will make the Archived Messages available to SMARSH for use in connection with the Archived Messages Service and that AT&T will have no further control for the Archived Messages after they are provided to SMARSH. You further agree that AT&T will have no responsibility or liability to You with respect to the Archived Messages after they are provided to SMARSH.
- 2.8. Limitations and Restrictions. You may access a Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each Participating Employee's express, informed consent for You to collect and use his or her Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that individual's Archived Messages.
- 2.9. Customer Business Records. You agree to maintain full, complete and accurate records related to Your performance under these Terms and Conditions, and You agree to preserve such records for five (5) years from the date of preparation; provided, however, that You agree to retain for at least five (5) years following Your latest access to Archived Messages Service records that are sufficient to demonstrate each Participating Employee's consent to Your access to and use of his or her Archived Messages. Such records shall be available for inspection and copying by AT&T during Your normal business hours, upon five (5) days' notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If You fail to comply with the obligations set forth in this Section, or if AT&T's review of such records reveals that You are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, Your account agreement with AT&T or at law or in equity, AT&T may terminate your access to the Archived Messages.
- 2.10. Compliance with Laws, Policies and Practices. You agree to comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any



disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

- 2.11. Indemnification. Subject to the limits set forth in Section 768.28, Florida Statutes, you agree to indemnify and hold AT&T, its officers, directors, employees and agents harmless from and against any claim, damage or loss that is related to or arising out of Your failure to comply with any of these Terms and Conditions, including reasonable attorney's fees.



II. Verizon Mobile Archiving Terms.

This agreement is between you as our subscriber and Verizon Wireless (“VZW”) and it sets forth the terms and conditions under which you agree to use, and we agree to provide access to, Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, you accept these Terms and Conditions, which may be modified by us from time to time.

1. **DEFINITIONS.**

- 1.1. **Archived Messages** means the Participating Employee’s Messages available for retrieval by SMARSH from VZW.
- 1.2. **Archived Messages Service** means SMARSH’s service that provides Archived Messages to you.
- 1.3. **Customer Liable MDNs** means a VZW Mobile Directory Number (MDN) that is established under your corporate account and corporate name for which you are financially responsible for the payment to VZW for VZW service.
- 1.4. **Employee Liable MDN** means a VZW MDN that is established in the name of an individual employee of your company and such individual employee is financially responsible for the payment to VZW for VZW services.
- 1.5. **Messages** means messages sent or received by the Participating Employee via the short message service (SMS) or the multimedia message service (MMS).
- 1.6. **Participating Employee** means your employee who has opted into the Archived Messages Service via your Customer Liable MDN.

2. **ARCHIVED MESSAGES SERVICE.**

- 2.1. You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. Customer will not access, use, copy, store or disclose Archived Messages for any other purpose.
- 2.2. **SMARSH.** You will enter into an agreement with SMARSH Inc. (“SMARSH”) for the Archived Messages Service and you will pay all of SMARSH’s charges for such Archived Messages Service in accordance with such agreement and these Terms and Conditions.
- 2.3. **Customer Liable MDNs Only.** You will enroll only Customer Liable MDNs in the Archived Messages Service. You will not enroll any Employee Liable MDNs in the Archived Messages Service.
- 2.4. **Notice and Consent.** Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee’s Archived Messages, you will provide advance disclosure to each employee containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how you and SMARSH will access, use, copy, retain, protect or disclose such employee’s Archived Messages, as well as the



duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, VZW will send a free to end user text message, pre-approved by you, to each employee containing a notice to opt-in to the Archived Messages Service, and you will not access, use, store, copy or disclose any employee's Archived Messages until such consent has been obtained.

- 2.5. **Revocation of Consent.** You will ensure that each Participating Employee may immediately revoke consent through readily available mechanisms to the Participating Employee. You will immediately notify SMARSH of any such revocation of consent so that SMARSH can notify VZW of such revocation. If consent is revoked, then you will not access, retrieve, use, store, copy or disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by you prior to such revocation date.
- 2.6. **Transferring Mobile Device or Customer Liable MDN to Another Employee.** Prior to transferring a mobile device or Customer Liable MDN enrolled in the Archived Messages Service to another employee, you will disenroll or notify SMARSH to disenroll from the Archived Messages Service the Participating Employee and the Customer Liable MDN on that mobile device.
- 2.7. **Periodic Reminders.** VZW will provide periodic reminders to each Participating Employee of its enrollment in the Archived Messages Service, if Company enables such option in SMARSH's portal.
- 2.8. **Acknowledgement.** You acknowledge that VZW will make available to SMARSH the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to SMARSH.
- 2.9. **Limitations and Restrictions.** You may access the Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each employee's express, informed consent for you to collect such Participating Employee's Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that employee's Archived Messages.

3. **CUSTOMER BUSINESS RECORDS.** You will maintain full, complete and accurate records related to your performance under these Terms and Conditions and shall preserve such records for five (5) years from the date of preparation; provided, however, that you will retain, for at least five (5) years following the latest access to Archived Messages, records sufficient to demonstrate each employee's consent to access and use its Archived Messages. Such records shall be available for inspection and copying by VZW during your normal business hours, upon five (5) days' notice, but no more than once per quarter, unless otherwise required by applicable law, rule or regulation. If you refuse to comply with the obligations set forth in this Section or if VZW's review of such records reveals that you are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, your account agreement with VZW or at law or in equity, VZW may terminate your access to the Archived Messages.



4. **COMPLIANCE WITH LAWS, POLICIES AND PRACTICES.** You will comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

Updated 11/24/15



Service Specific Terms – Smarsh University

These Service Specific Terms – Smarsh University apply only to Client's purchase and use of Smarsh University training and certification courses. Unless expressly stated otherwise, capitalized terms have the meaning given them in the Smarsh Service Agreement - General Terms.

1. Descriptions. "**Smarsh University**" or "**Smarsh U**" is a suite of training and certification courses designed to help Client and its Users understand and leverage the features and functionality of the products Client purchases from Smarsh. Smarsh University courses are offered as Public Courses, Dedicated Courses, and Web-based Courses (defined below).

2. Definitions.

"**Certification Exam**" is an examination related to a specific Smarsh product or Service that if passed leads to certification of expertise in the use of such Smarsh product or Service.

"**Dedicated Courses**" are private instructor-led courses conducted either by web conference or on-site at Client's facilities.

"**Public Courses**" are instructor-led courses attended by Trainees from multiple companies and are conducted by web conference or on-site at a Smarsh-hosted event.

"**Trainee**" is a Client employee, agent, or Representative for whom Client purchases a Smarsh U subscription or attendance at a Dedicated Course or an à la carte Public Course.

"**Web-based Courses**" or "**WBC**" is a suite of pre-recorded online courses available to Trainees by login to the Smarsh learning management system using the Trainee's Smarsh Central access credentials.

"**Smarsh U Lab**" is a training environment hosted in Smarsh data centers in the U.S.

3. Orders and Payment. Client must execute an Order Form to purchase Smarsh University subscriptions, blocks of Public Courses, and Dedicated Courses. Client must purchase all à la carte courses and Certification Exams through Smarsh Central. Smarsh University course Fees and Certification Exam Fees are non-refundable.

3.1. Subscriptions. Smarsh U subscriptions are offered as Full Access or WBC-only (defined below) and sync to and co-terminate with Client's then-current service Term under the Agreement. A "**Unit**" with respect to Smarsh U subscriptions is one Trainee. "**Full Access**" subscriptions include unlimited Public Courses and WBC access for each Trainee. "**WBC-only**" subscriptions include unlimited WBC access for each Trainee.

3.2. Blocks of Public Courses. Client may purchase Public Courses in 1-day, 2-day, and 3-day blocks. Blocks of Public Courses are consumed in half-day or one day increments per-Trainee, as specified in the registration information for each Public Course.

3.3. Dedicated Courses. Dedicated Courses are one-time courses offered on a per-Trainee, per-day basis. Dedicated Courses are capped at ten (10) Trainees and are sold in half-day increments. All on-site Dedicated Courses must be scheduled at least two (2) weeks in advance and require a minimum purchase of one full day. Trainer travel expenses will be included in the Fees for on-site Dedicated Courses.

3.4. Purchases from within Smarsh Central. Payments for Certification Exams and à la carte Public Courses and WBC are processed through Stripe Checkout. Payments processed through



Stripe Checkout are subject to the [Stripe Checkout User Terms of Service](#) and the [Stripe Privacy Policy](#).

- 4. Certification.** Client may purchase Certification Exams for Trainees or Users. Once a Trainee or User passes a Certification Exam, the Trainee or User is Smarsh-certified and will receive a verifiable digital certificate of achievement and a verifiable digital badge indicating the Trainee is certified in the use of a specific Smarsh product or Service. Certificates and badges are unique to each User or Trainee and will transfer with such individual if they change employment. Certifications are valid for twenty-four (24) months following a successful Certification Exam. After that time, a Trainee or User must recertify to maintain their Smarsh certification. A recertification exam is available up to six (6) months following certification expiration. Thereafter the Trainee or User must retake the Certification Exam to maintain Smarsh certification. For the avoidance of doubt, Client must purchase a new Certification Exam if a User or Trainee wishes to (i) retake a failed Certification Exam (ii) certify in additional products or Services.
- 5. License.** Smarsh grants Client and its Trainees a non-exclusive, non-transferable, limited license to access and use the Smarsh U Lab, course materials and course content solely for training purposes.
- 6. Client Obligations and Trainee Conduct.**

 - 6.1. Trainees may not share access credentials.
 - 6.2. Client must provide a computer for each Trainee and high-speed internet access to enable Trainees to remotely connect to the Smarsh U Lab for all courses.
 - 6.3. Client must provide dedicated classroom space for on-site Dedicated Courses.
 - 6.4. Smarsh may refuse, limit, or cancel any Smarsh U course if, in the sole opinion of Smarsh, any Trainee displays unreasonable behavior or acts in a violent, threatening, inappropriate, abusive, or disruptive manner during a course.
- 7. Substitutions and Cancellations.**

 - 7.1. Substitutions. Client may transfer a Unit up to three (3) times during an annual Term. Client must request all transfers by submitting a support case through Smarsh Central.
 - 7.2. Requests to Reschedule. Client may reschedule a Dedicated Course one time. Client must submit all requests to reschedule a Dedicated Course by submitting a support case through Smarsh Central. Client must submit its request to reschedule at least one week prior to the scheduled course date for virtual Dedicated Courses and at least two weeks prior to the scheduled course date for on-site Dedicated Courses. Client must submit its proposed reschedule date within 30 days following a reschedule request, and the rescheduled course date must occur not more than 180 days after the original course date. The parties will execute a change order to reflect the rescheduled course date.
 - 7.3. Cancellations by Smarsh. Smarsh will use commercially reasonable efforts to hold all courses as scheduled but may need to cancel or reschedule a course in certain circumstances. If Smarsh cancels an on-site Dedicated Course or a Public Course that Client purchased à la carte, Smarsh will issue Client a reschedule voucher equal to the Fee for the cancelled course. Client may use the voucher to reschedule the Dedicated Course or register for a future Public Course within twelve (12) months of the cancelled course date. All vouchers expire twelve (12) months after the cancelled course date.



- 8. Intellectual Property.** Smarsh University and related course materials, information technology infrastructure, including the software, hardware, databases, electronic systems, networks, and all applications required to deliver the Smarsh U Lab are Smarsh Intellectual Property.

- 9. Warranty Disclaimer; No Guarantee.** ALL SMARSH UNIVERSITY COURSES, MATERIALS, AND ANY OTHER DOCUMENTATION, PUBLICATIONS, OR OTHER INFORMATION OR MATERIALS PROVIDED BY OR ON BEHALF OF SMARSH TO CLIENT OR ITS TRAINEES FOR TRAINING PURPOSES ARE FURNISHED ON AN "AS-IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. SMARSH WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SMARSH. SMARSH DOES NOT GUARANTEE THAT SMARSH U COURSES OR CERTIFICATION WILL ENSURE CLIENT'S LEGAL COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.



Service Specific Terms – Professional Archive

These Service Specific Terms – Professional Archive apply only to Client's purchase and use of the Connected Archive Professional Archive Service. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Descriptions.** The “**Professional Archive**” is a Service that captures data from the Client's Third Party Services and archives it as Client Data. The Professional Archive includes a supervision module for compliance review and a discovery module for managing collection and export of communications for litigation holds, eDiscovery, and regulatory audits. To enable the Professional Archive to receive Client Data, Client must purchase a bundle of Connections. A “**Connection**” means one of the following, as applicable to the specific Channel: (a) a user account such as an email mailbox; (b) an instant message account or screen name; (c) a social media page or profile; or (d) a mobile device phone number.
- 2. Data Retention.** Smarsh will retain Client Data captured by the Professional Archive during the Term of the Agreement for a default retention period of up to 7 years at no additional charge. If Client requires Client Data captured by the Professional Archive to be retained for longer than 7 years, Client must purchase extended data retention. Client may implement retention policies within the Professional Archive. Client is solely responsible for ensuring that the default retention period or any other retention policies implemented by Client within the Professional Archive comply with any applicable legal, regulatory, or Client internal requirements. Data that Client sends on removable media to Smarsh for import into the Professional Archive as Client Data will be subject to import fees and additional storage fees, as specified in the applicable Order Form. Data that is sent from Connected Capture or any other external capture service to the Professional Archive as Client Data will be subject to additional storage fees, as specified in the applicable Order Form. Following termination or expiration of the Agreement, Smarsh will retain Client Data for a minimum of six (6) months to allow time for Client to make alternative arrangements for long-term data storage. Thereafter, Smarsh may delete Client Data in its sole discretion.
- 3. Data Exports.** During the Term, Client may complete self-service exports of Client Data at no additional charge by logging into the Professional Archive. Client may also engage Smarsh to perform exports of Client Data on Client's behalf by signing a separate Order Form and paying the associated Professional Services Fees. Following termination or expiration of the Agreement, Client may maintain access to the Professional Archive and the ability to complete self-service exports by executing a separate historical access agreement. In the alternative, Client may engage Smarsh to perform an export on Client's behalf of all or a portion of the Client Data remaining in the Professional Archive by signing a separate Order Form and paying the associated Professional Services Fees.
- 3. Client Obligations.** Client is responsible for configuring applicable third-party platforms or systems to transmit Client Data to the Professional Archive. If Client wishes to ingest its historical data into the Professional Archive, Client must provide such data in a format acceptable to Smarsh. No later than the second business day of each month, Client shall submit to Smarsh usage reports for the prior month in a format specified by Smarsh.
- 4. Client-Side Software Terms.** Certain Channels may require Client to install software (“**Client-Side Software**”) to allow the Professional Archive to receive Client Data. If Client-Side Software is provided to Client by Smarsh, upon delivery of the Client-Side Software Smarsh grants Client a limited, non-exclusive, non-sublicensable license to download and install the applicable Client-Side Software onto Client's end user's computer, laptop, or mobile device (as applicable), for which Client has purchased a Connection, or on Client owned or controlled servers, plus one copy for backup or archival purposes. Smarsh, and its licensors retain all rights in and to the Client-Side Software that are not expressly granted to Client in this Section 4.



5. **Datacenters.** The Professional Archive is hosted on Smarsh-managed infrastructure in the United States.

6. **Service Level Agreement.** The Service Level Agreement applicable to the Professional Archive is available at <https://www.smarsh.com/legal/ConnectedArchiveSLA>.



Service Specific Terms – Twitter

These Service Specific Terms – Twitter apply when Client uses a Connected Archive or a Connected Capture Service to capture or archive Twitter content. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Twitter Content.** Twitter is a Third Party Service as further described in Section 5 (Third Party Providers) of the Smarsh Service Agreement – General Terms. The Services capture the following information from Twitter as Client Data: tweets created by end users, end users' comments, end users' retweets where the retweet contains new end user content, end users' direct messages, end users' blocks, end users' favorites, and end users' follows ("**Twitter Content**"). Smarsh will capture only end user content as Twitter Content, it will not capture third-party content from Twitter. Client is permitted to actively capture Twitter Content only for end users who are Client's current employees or contractors. Client is prohibited from actively capturing Twitter Content for any individual who is not a Client employee or contractor. Furthermore, Client is permitted to capture Twitter Content from only those end user accounts that the employee or contractor uses solely within the scope of its employment or contract with Client. Client will provide each employee and contractor with clear and conspicuous notice of policies regarding the receipt, transmission, storage, and use of employee's or contractor's Twitter Content. Client is responsible for ensuring that each employee and contractor has agreed to such policies and that each employee has been made aware that such employee has no reasonable expectation of privacy in such employee's Twitter Content. Client will immediately disable Twitter Content capture within the applicable Services for an employee or contractor when such employee's employment or contractor's service with Client is terminated.
- 2. Acceptable Use of Twitter Content.** Client may capture, archive, and use Twitter Content contained in Client Data for the following purposes: (a) to meet legal and regulatory obligations to store communications (e.g. SEC 17a4, MiFID 2); (b) to search and export communications in response to litigation or regulatory requests (electronic discovery); and (c) to detect and prevent misconduct by automatically flagging communications which match certain keyword policies (driven by legal and regulatory requirements, such as FINRA rule 3110).. . If Client is a government entity: (i) Client's use of the Services to capture and archive Twitter Content must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4; and (ii) Client is prohibited from using Twitter Content to conduct surveillance or gather intelligence.
- 3. Twitter TOS.** Twitter requires Smarsh to pass through certain additional terms ("**Twitter TOS**"). Smarsh is not a party to the Twitter TOS. The Twitter TOS are subject to modification by Twitter. The Twitter TOS are available at <https://twitter.com/en/tos>. Client shall at all times comply with the Twitter TOS when using the Services to capture or archive Twitter Content. Twitter may direct Smarsh to cease the capture and archive of Twitter Content if Client violates the Twitter TOS. Smarsh will have no liability for such termination of the Services pursuant to Client's or Client's end users' violation of the applicable Twitter TOS.
- 4. Twitter Content and Data Privacy.** As used in these Service Specific Terms – Twitter: (i) 'personal data' and 'controller' have the meanings assigned in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and its implementing regulations promulgated by the EU, EEA, and their individual member states ("**GDPR**"); (ii) 'process' has the meaning assigned in the GDPR or the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) and its implementing regulations ("**CCPA**"), as applicable; and 'personal information' and 'service provider' have the meaning assigned in the CCPA.

 - 4.1. Notwithstanding anything to the contrary in this Agreement or any other agreement to which Client and Smarsh are parties, with respect to personal data and personal information contained



in Twitter Content that Smarsh captures and archives as Client Data, and any processing thereof by either Client or Smarsh, the parties acknowledge and agree that:

- a) Twitter and Client are joint controllers;
 - b) Smarsh is a processor and service provider that processes such personal data and personal information on behalf of Client;
 - c) Client is solely responsible for all legal obligations of a controller or joint controller under applicable Data Protection Laws & Regulations (as defined in the data privacy agreement executed by the parties); and
 - d) in no event will Smarsh be obligated to fulfill the legal duties of a controller or a joint controller related to Client Data.
- 4.2. Client will use the Services to process Twitter Content in accordance with applicable laws, including but not limited to the GDPR, the CCPA, and all other applicable Data Protection Laws and Regulations.
- 4.3. As between the parties, Client is solely responsible for ensuring that its instructions to Smarsh to capture, archive, or otherwise process Twitter Content comply with applicable Data Protection Laws and Regulations.



Exhibit D

Service Descriptions – Professional Archive

Last updated October 2023

Professional Archive

Overview

Professional Archive (“Professional Archive”) archives electronic communications and other data from supported third-party systems (“channels”). Professional Archive’s core functionality is explained in its Documentation, but generally allows Clients to:

- I. Archive electronic communications
- II. Search and export archived electronic communications
- III. Generate reports from Professional Archive

Professional Archive includes (for additional cost) additional modules to augment the core capabilities of Professional Archive.

Professional Archive Core Functionality

Search

Users can perform searches across electronic communications archived in Professional Archive using both text and filters based on variables such as message data, User data review activities and advanced search features. Users can apply tags, retention policies, notes, and other information to (i) individual messages or (ii) in bulk to a set of messages. Professional Archive includes an audit trail that tracks and logs activity within Client’s account, including searches, messages reviewed, and notations made.

Admin dashboard

Authorized Users can add, manage, and remove Users from within the Admin Dashboard, as well as designate certain roles, groups, permissions, and access rights for Users within Professional Archive.

Self-service exports

Using Professional Archive’s self-export functionality, Client may export or download messages from Professional Archive. The number of active exports a User can have running at any given time is four (4).

Retention policies

Professional Archive provides Client with the ability to set up and maintain data retention policies on the electronic communications archived within Professional Archive. Retention policies will maintain electronic communications for the period of time designated by Client and purge (delete) such electronic data from Professional Archive thereafter.



Multi-factor authentication

Multi-factor authentication allows Client to enforce a second layer of authentication before permitting access to Professional Archive. To access Professional Archive, a User must provide their login credentials together with a code that is sent to the email address associated with the applicable Professional Archive account.

Supervision

Supervision allows Client to designate Users as “reviewers.” With Supervision, reviewers can review and supervise electronic communications by marking them with pre-defined tags, such as “reviewed,” “escalate,” or “violation.” Supervision allows Client to design and implement review and escalation queues based off a policy. The number of supervised users is based on how many are purchased by Client. Client’s ability to access and use Supervision will be dependent upon the package purchased by Client.

Discovery

Discovery provides Client with augmented and enhanced search capabilities. Discovery can be configured to allow Users the ability to:

- I. create cases based on search criteria or filters such by channel, participant, message tags, and other facets
- II. Implement legal hold tags on electronic data within a particulate case
- III. Share cases with other Users
- IV. Export messages from a case

The number of Discovery Users purchased by Client determines the number of users who can access Discovery cases.

Policies

Policies give Client the ability to configure lexicon rule-based policies, which when implemented, will flag and classify electronic data archived by Professional Archive. Electronic messages flagged or classified by a policy can be assigned to a User for later review. The number of policies that Client may configure, and use, is based the number of policies purchased by Client, including policies from Smarsh’s Policy Library (see below).



Reporting Dashboard

Client will have access to pre-built reports depending upon Client's specified plan. Available standard reports include Professional Archive administration, policy activity, and supervision (to the extent Supervision is included in the package purchased by Client). Administration reports include User activity, archive statistics, and content usage. Policy reports include policy activity, auditing, and actions. Supervision reports include reviewer, queue, and message activity.

Training

Smarsh offers online documentation, training courses, and certification courses to help Client and its Users understand and leverage Professional Archive's features and functionality. Smarsh Central (<https://central.smarsh.com>) includes access to user guides, technical documentation, and knowledge articles. Client may purchase Smarsh University training and certification courses for an additional fee.

Support

Professional Archive includes basic support, including web-based technical support articles, which are available at Smarsh Central. Client may purchase a premium support package to extend hours of availability, allocate designated support resources, and access to other premium support services. For more information, please review the [Smarsh Support and Service Levels document](#).

Professional Archive Add-On Modules

Client must purchase add-ons in order for such add-ons to become available in Professional Archive.

Policy Library

Policy Library is a repository of pre-built Smarsh-designed lexicon policies which can be leveraged by Client. Policies within Policy Library are updated and maintained by Smarsh's Professional Services team on a regular basis (as approved by Client). A Policy Library is purchased on a policy-by-policy basis (e.g., individually). Policy Library is independent from the number of Policy slots in Client's Professional Archive.

Personal Archive

Allows end-users of Connections to search their own archived messages through a web-based client or Microsoft Outlook plugin.

Identity and Access Management

Available identity and access management features include:

- Active Directory Sync
Enables Client to integrate their Active Directory in Professional Archive.
- LDIF
Enables Client to update Groups within Professional Archive using a LDAP Data Interchange Format ("LDIF") file process.
- Single Sign on
Enables Client to allow Users to authenticate into Professional Archive using a single set of login credentials.

Professional Archive Professional Services

Onboarding

Smarsh offers four onboarding packages. For more information, please review Smarsh's onboarding packages, [HERE](#).

Supervision Services

Policy Tuning

Policy Tuning is a service through which Smarsh experts optimize the policy performance of Smarsh Policy Libraries that are used by Client within Professional Archive. Frequency of tuning is determined by the package purchased. Policy libraries are an additional fee.

Supervision Health Check

A supervision health check is an abbreviated assessment conducted by Smarsh of Client's use of Professional Archive. Such health check is not a fully comprehensive gap analysis but provides Client with guidance and recommendations for optimizing Client's use of Professional Archive. Deliverables of the health check include a kick-off survey, written recommendations, and final review of Smarsh's recommendations.

Supervision Architect Services

Smarsh performs configuration and optimization of Professional Archive based on recommendations approved by Client, which may include: setup of users, queues, saved searches, policies, and/or tags. Configuration may also include user and role assignment, custom role development, base policy tuning, and/or groups access assignment. Groups build, custom policy design, and policy tuning are not included but are available as additional services (subject to additional fees).

Supervision Architect includes a Statement of Work or Service Agreement governing time to complete as determined by the purchased package size. Additional hourly fees may apply for overages.

Assisted Review

Assisted Review is a service through which Smarsh completes first-pass reviews of electronic communications flagged by Smarsh's Policies used by Client. Client and Smarsh will first develop standard operating review guidelines under which Smarsh will review flagged messages within Professional Archive and escalate the messages to Client for its own review by Client's compliance team.

Assisted review includes policy tuning and policy libraries, as well as a Statement of Work or Service Agreement governing the Assisted Review Services.



Data Management Services

Data Import

Smarsh offers data import services to Client, whereby Smarsh will import electronic communications provided by Client to Smarsh into Professional Archive. In addition to import fees, additional data conversion fees and/or data storage fees may apply.

Data Migration

Smarsh offers data migration services to Client, whereby Smarsh will migrate electronic communications from Client existing service provider or Client systems into Professional Archive. In addition to migration fees, additional data conversion fees and/or data storage fees may apply.

Data Conversion

Data conversion services may be required when data provided for a Data Import or Data Migration is not in a format suitable for archiving into Professional Archive.

Audit Assist

Audit Assist provides Client with a requestable data export from Professional Archive with an expedited start date once per year. Data export size and complexity are dictated by a criteria score evaluated at the time of the request. Data export size or complexity in excess will be estimated at criteria data export rates. In the event Client requests a data export, Smarsh will confirm criteria before beginning data export and will provide updates until completed. Data exports will only be delivered via courier on a secure portable media device.

Monthly Archive DVD

Smarsh will provide Client with one or more DVDs or Blu-rays containing a copy of the data ingested by Professional Archive in the previous month. Media will be shipped to Client's delivery address as specified on Smarsh Central by Client.

Burn and Ship Media

Based on the case created by Client in Professional Archive, Smarsh will export all such data in the case from Client's Professional Archive to secure portable media device. Additional fees may apply based on the secure portable device chosen by Client and the size of data export.

Data Export – Criteria Export

Smarsh will perform a data export of Client's Professional Archive data based on Client's provided criteria. Data export will be provided to Client or a designated third party. Minimum



fees are based on archive size, with fees calculated by data export complexity dictated by a criteria score evaluated at the time of the request.

Expedited data exports are available at an additional fee. Additional fees may apply based on the secure portable device chosen by Client.

Data Export Criteria may include a Statement of Work or Service Agreement governing time to complete as determined at time of request.

Data Export – Full Export

Smarsh will perform a full data export of all message data in Client's Professional Archive to a mutually agreed upon medium and provide it to Client or a designated third party. Fees are based on archive size.

Expedited data exports are available at an additional fee. Additional fees may apply based on the secure portable device chosen by Client and the complexity of data export.

Data Export Criteria may include a Statement of Work or Service Agreement governing time to complete as determined at time of request.

Training

Smarsh University Web Access

Client will gain access to pre-recorded trainings on Smarsh University. Access to such trainings will be limited to number of seats purchased by Client. Seats may be assigned up to three times within the applicable subscription term. Assignment of Seats is managed by Client's admin support right user.

Smarsh University Full Access

Client will gain full access to all courses on Smarsh University, including all pre-recorded and live instructor-led remote content (i.e., public classes). Access to such trainings will be limited to number of Seats purchased by Client. Seats may be assigned up to three times within the applicable subscription term. Assignment of Seats is managed by Client's admin support right user.

Dedicated Instructor-Led Training

Smarsh will provide Client and Client's users with instructor led training based on Smarsh's pre-recorded content (i.e., non-public class). Instructor-led trainings are subject to minimum time commitments (i.e., half-day, full day, or multiple days) and can be provided virtually or on-site. On-site trainings will be subject to additional fees.

Client's individual users may also purchase on demand access to a public instructor led training without enrolling with a Smarsh University Seat.



Other Professional Services

Value Added Module - Custom Development

Custom features/applications that are not currently available in Professional Archive may be requested, and if feasible in Smarsh's sole discretion, will be at an agreed-upon rate.

Slack Data Import Capture Services

Smarsh will provide a one-time import of historical Slack data for a specified date/time range into Professional Archive. Client must provide access to their Slack environment for import to be completed. A prerequisite for this Service is that Client must be or have been using Professional Archive to archive their Slack Enterprise Workspaces.

User Group Configuration Services

Smarsh will configure groups (hierarchy) within Professional Archive for Client. Client must provide the list of users and Smarsh will perform the service once.

Exhibit E

Acceptable Use Policy

September 19, 2019

This Acceptable Use Policy ("AUP") describes the proper use of the Services and Groups available through Smarsh Central. This AUP is incorporated by reference into the Agreement.

Smarsh may suspend or terminate Client's use of the Services, any User's access to Groups on Smarsh Central, or the Agreement, if Client or any of Client's Users or Representatives violate this AUP. As between Client and Smarsh, Client is solely responsible for the data, content, messages, or other information that Client transmits, archives, distributes, displays, uploads or downloads through its use of the Services.

Prohibited Activities

Client shall not use the Services to:

- (a) commit a crime, violate any rights of a person or entity (including intellectual property rights), or violate any local, state, national, or international law, rule or regulation, as applicable.
- (b) impersonate a person or entity or to otherwise misrepresent any affiliation with a person or entity;
- (c) commit fraud or make fraudulent offers or advertisements (i.e., make money fast schemes, chain letters, pyramid schemes);
- (d) transmit harmful or potentially harmful code, including viruses, Trojan horses, worms, time bombs or any other computer programming routines that could damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal information;
- (e) transmit bank, credit card or debit card numbers or other card numbers, or other financial account information such as cardholder name, expiration date, PIN or PIN blocks, service code, or track data from a magnetic strip or chip.
- (f) create a false identity or forged email address or header, or phone number, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message or phone call;
- (g) circumvent another service offered by Smarsh, such as subscribing to email archiving for the purpose of archiving email marketing;
- (h) harvest data; or
- (i) act in a way that will subject Smarsh to any third-party liability.

Client shall not (a) reverse engineer any Service; (b) attempt to bypass or break any security mechanism on any of the Services; or, (c) use the Services in a manner that poses a security or service risk to Smarsh or other users.

Interference with Services is Prohibited

Client shall not engage in, or attempt to engage in:

- (a) unauthorized access to or use of the Services, data, or the networks or systems, including an attempt to probe, scan or overload a Smarsh system or the Services, or to breach security or authentication measures without express authorization;
- (b) unauthorized monitoring of code, data, or traffic on a system without express authorization;
- (c) deliberate attempts to overload a system and broadcast attacks;
- (d) an action that imposes an unreasonable or disproportionately large load on Smarsh's infrastructure;
- (e) performance of a program/script/command or sending messages of any kind that are designed to interfere with a user's terminal session, by any means, including locally or by the Internet;
- (f) the use of manual or electronic means to avoid any use limitations placed on the Services, such as timing out; or
- (g) any other activity that could be reasonably interpreted as unauthorized access to or interference with the Services.

Laws Specific to Communications

Clients shall comply with all laws that apply to communications, including wiretapping laws, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, CAN-SPAM Act of 2003 and any other laws or regulations applicable to communications, including any third party policies such as the applicable guidelines published by the Cellular Telecommunications Industry Association, the Mobile Marketing Association.

If Client uses the Services in connection with any bulk and commercial email practices Client shall, in accordance with applicable law:

- (a) obtain the verifiable consent of e-mail recipients via affirmative means;
- (b) obtain necessary consents in accordance with applicable law;
- (c) retain evidence of consents in a form that may be produced on request;
- (d) allow a recipient to revoke consent;
- (e) post an email address for complaints in a conspicuous place;
- (f) have a privacy policy posted for each domain associated with the mailing;
- (g) have the means to track anonymous complaints;
- (h) not obscure the source of the Client e-mail in any manner; and,
- (i) not attempt to send any message to an email address after such number of rejections as is specified by law.

Updates

Smash may revise and update this AUP from time to time.

Current Version of AUP: Version 5, Effective September 19, 2019.



Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

No

Yes – Please complete below

PO Number:

PO Amount:

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By: Name:

Title: Date:

Smarsh Inc. authorized signature

By: Name:

Title: Date:

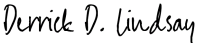
Certificate Of Completion

Envelope Id: 58DA34E25F3E4C83B2E1234D63C8481E	Status: Completed
Subject: Complete with DocuSign: SMARSH CM3640	
Source Envelope:	
Document Pages: 43	Signatures: 14
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator: Tonya Wood twood@nassaucountyfl.com
Enveloped Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


Record Tracking

Status: Original 5/20/2024 3:16:34 PM	Holder: Tonya Wood twood@nassaucountyfl.com	Location: DocuSign
------------------------------------------	------------------------------------------------	--------------------

Signer Events

Signer Events	Signature	Timestamp
Derrick D. Lindsay dlindsay@nassaucountyfl.com Chief Innovation Officer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/20/2024 3:36:11 PM Viewed: 5/20/2024 3:36:55 PM Signed: 5/20/2024 3:37:05 PM
	Signature Adoption: Pre-selected Style Using IP Address: 3.237.176.210	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/20/2024 3:37:08 PM Viewed: 5/20/2024 8:02:51 PM Signed: 5/20/2024 8:07:17 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 5/20/2024 8:07:20 PM Viewed: 5/21/2024 8:06:34 AM Signed: 5/21/2024 8:07:03 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/21/2024 8:07:07 AM Viewed: 5/21/2024 9:19:58 AM Signed: 5/21/2024 9:20:22 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/21/2024 9:20:27 AM Viewed: 5/21/2024 2:25:29 PM Signed: 5/21/2024 2:25:46 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/21/2024 2:25:49 PM Viewed: 5/21/2024 2:44:15 PM Signed: 5/21/2024 2:44:22 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/21/2024 2:44:25 PM Viewed: 5/21/2024 4:36:47 PM Signed: 5/22/2024 3:48:16 PM</p>
<p>L.BELTON boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>L.BELTON</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 5/22/2024 3:48:20 PM Viewed: 5/23/2024 4:15:02 PM Signed: 5/23/2024 4:15:13 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Clerk Admin BOCCclerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;"> COPIED </div>	<p>Sent: 5/23/2024 4:15:18 PM Viewed: 5/23/2024 4:15:52 PM</p>

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Procurement
procurement@nassaucountyfl.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/23/2024 4:15:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tonya Wood
twood@nassaucountyfl.com
Administrative Coordinator
Nassau County Board of County Commission
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/23/2024 4:15:21 PM
Resent: 5/23/2024 4:15:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	5/20/2024 3:36:11 PM
Certified Delivered	Security Checked	5/23/2024 4:15:02 PM
Signing Complete	Security Checked	5/23/2024 4:15:13 PM
Completed	Security Checked	5/23/2024 4:15:21 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.