



# Renewal Order Form

Q-64860

Pricing expires: 4/20/2024

t (650) 968-4018 f (610) 968-4012 1350 W. Middlefield Rd Mountain View, CA 94043

## Customer and Order Details Billing Contact Details

**Customer:** City of Fullerton

**Billing Contact:** Aaron Fry

**Primary Domain:** cityoffullerton

**Address:** 303 West Commonwealth Avenue  
Fullerton, California 92632  
United States

**Sales Representative:** Stephanie Lunt

**Billing Contact Email:** aaron.fry@cityoffullerton.com

**Order Total:** \$727,200.00

**Phone:** 7147385309

**Renewal Subscription Term:** 7/29/2024 to 7/28/2027

\*If this Order Form is countersigned after the Renewal Subscription Term start date, the Services herein shall commence upon the date of final signature, and fees for the Renewal Subscription Term shall be billed pro-rata between the Prior Agreement (at the rate in the Prior Agreement) and this Agreement.

## Payment Frequency and Terms

**Billing Period/Frequency:** Annual

**Payment Method:** Invoice

**Payment Term:** Net 30

**Payment Terms:**  
(as noted above)

An initial credit card charge, direct debit, or invoice, which is for the remainder of the current billing period, shall be issued upon Customer's signature on this Order Form. Thereafter, credit card charges, direct debits, or invoices shall be issued prior to the beginning of each billing period.

Product	Description	Qty	Sale Price	Term (Mo)	Total
Egnyte Platform Subscription – Enterprise Plan	Egnyte Platform Subscription – Enterprise Plan	800	\$21.75	36	\$626,400.00
Included Storage (TB)	Included online storage (TB)	32	\$0.00	36	\$0.00
Included Storage Sync or Turbo (Including Smart Cache)	Included Storage Sync or Turbo (Including Smart Cache)	2	\$0.00	36	\$0.00
Additional Storage Under Protection (TB)	Additional Storage Under Protection - Pricing per TB	8	\$350.00	36	\$100,800.00
Standard Support	<a href="https://www.egnyte.com/standard-support">https://www.egnyte.com/standard-support</a>	1	\$0.00	36	\$0.00
<b>TOTAL:</b>					<b>\$727,200.00</b>

Enterprise Plan – Features Per Subscription Unit	Quantity
Power Users	1
Standard Users	1

## Additional Terms & Conditions

**1. Terms of Service.** This Order Form confirms details regarding the Services provided by Egnyte to the customer identified herein (“Customer”). The Services are provided pursuant to the terms and conditions in the parties’ current services agreement for the domain listed above, which are incorporated herein by reference. These terms and conditions, plus the terms of this Order Form, constitute the complete agreement between the parties hereto regarding the purchase

of the Services ("Agreement"). To the extent these terms and conditions conflict with this Order Form, the terms of this Order Form are controlling. As of the Renewal Subscription Term start date listed above and following the execution of this Order Form by both parties, this Order Form shall supersede and replace the prior order under the parties' services agreement for the domain(s) listed herein (the "Prior Agreement"), which shall become void and of no further legal effect (other than pre-termination fees).

**a. Auto-Renewal and Renewal Pricing.** Following the Renewal Subscription Term listed above and unless either party gives timely notice of non-renewal in line with Section 11.a of the Agreement, this Order Form shall automatically renew for successive Subscription Terms of the same length as the Renewal Subscription Term listed above, with pricing for each renewal increasing by 7.00%.

**b. Pricing for Additional Services.** Except for \$0 Services, Customer may purchase additional Services for the plan listed above at the unit sale price in the fee table above. If a non-\$0 unit sale price is not defined, additional consumption will be priced in accordance with the pricing in the link in Additional Term 5. The foregoing remains subject to the renewal price increase in Additional Term 1.a

**2. Billing Contact.** Egnyte will correspond with the billing contact specified above on billing matters. Customer will promptly inform Egnyte in writing of any changes to the billing contact.

**3. Overages.** Any increase in Customer's consumption of Services above the then-current purchased Services shall set a new high-water mark in Customer's Services commitment for the remainder of the Subscription Term and constitute a commitment by Customer to pay for such increase for the remainder of the Subscription Term. Egnyte shall periodically review Customer's Account to check for overages and may bill Customer as of the date such overage occurred. Customer may not decrease its Services commitment at any point during the Subscription Term. If Customer is reducing its Services commitment under this Order Form from the prior Subscription Term, Customer must remove excess Services by the renewal start date, and if not timely removed, any such excess Services shall be added to Customer's commitment hereunder and billed under the pricing terms herein.

**4. Purchase Orders.** If Customer requires, for internal procurement purposes, a purchase order or purchase order number in conjunction with payment for a Services order, Customer shall present the purchase order or purchase order number to Egnyte at the time of such order (or within 14 days thereafter). Any terms in Customer's purchase order, in an accompanying email, or handwritten on this Order Form, shall be null and void and have no legal effect, and this section shall not derogate in any manner from Customer's payment obligations under the Agreement.

**5. Product-Specific Special Terms.** Should Customer purchase Services identified in the following link: <https://www.egnyte.com/product-specific-special-terms>, the corresponding special terms therein (including product limitations) shall apply. Any special terms listed therein for Services not purchased by Customer shall not apply. Subject to Additional Term 1.b, the following overage pricing for additional Services shall apply: <https://www.egnyte.com/overage-pricing>. Egnyte may update these links from time to time, provided that any such updates will only apply to Customer from the earlier of i. the date of signing of a new agreement with Egnyte, ii. the date of renewal of the Subscription Term of this Agreement, or, iii. solely for the purposes of overage billing, the date the overage occurs.

BY SIGNING BELOW, THE INDIVIDUALS ACCEPTING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF, AND BIND, THEIR RESPECTIVE PARTY.

**ACCEPTED AND AGREED:**

**ACCEPTED AND AGREED:**

**"Egnyte"**

**"Customer"**

**Egnyte, Inc.**

**City of Fullerton**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Yes:

No:

PO Required?  
(check one):

If yes, add PO# (if  
no, add N/A):