



Extension Order Form
Q-37526

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

Customer and Order Details

Customer: County of Hidalgo
Primary Domain: hidalgocountytax

Sales Representative: Laura Hammons

New Monthly Total: \$100.00

Prior Subscription Term: 4/26/2022 to 4/25/2023

Plan Upgrade Start Date: 2/27/2023

*If this Order Form is countersigned after the listed Plan Upgrade Start Date, the upgrade shall commence upon the date of final signature.

**Fees shall be charged on a pro-rata basis for the remainder of the current billing period.

Extended Subscription Term: 4/26/2022 to 4/25/2024

Billing Contact Details

Billing Contact: Pablo Villarreal Jr
Address: 100 E Cano St Ste 302
Edinburg, Texas 78539-4548
United States
Billing Contact Email:
propertytax@hidalgocountytax.org
Phone:

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.
Credits will be issued for amounts billed and paid under the Prior Agreement related to a period included within the above Extended Subscription Term.

***As of the Plan Upgrade Start Date and following the execution of this Order Form by both parties, the Services listed in the table below shall fully replace the Egnyte Services ordered under the Prior Agreement for the remainder of the Extended Subscription Term.**

Plan Details	Description	Qty	Sale Price per Month	Monthly Fees
Egnyte Platform Subscription – Business Plan	Egnyte Platform Subscription – Business Plan	10	\$10.00	\$100.00
Standard User - 5 Pack	Standard User - 5 Pack	18	\$0.00	\$0.00
Included Storage (TB)	Included online storage (TB)	1	\$0.00	\$0.00
Standard Support	https://www.egnyte.com/standard-support	1	\$0.00	\$0.00
TOTAL:				\$100.00

Business Plan – Features Per Subscription Unit	Quantity
Power Users	1
Standard Users	1
Storage (GB)	10

Additional Terms & Conditions

1. Terms of Service. This Order Form confirms details regarding the Services provided to the customer identified above (“Customer”) by Egnyte. The Services are provided pursuant to the terms and conditions contained in the following link: <https://www.egnyte.com/terms-and-conditions/10-2022>, 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 a subscription to the subject Services (“Agreement”). As of the Plan Upgrade Start Date and following the execution of this Order Form by both parties, this Agreement shall supersede and replace the parties’ existing services agreement for the domain(s) listed above [plus any Egnyte Protect contract if moving to an Enterprise Platform plan hereunder] (the “Prior Agreement”), which shall become void and of no further legal effect as of such date. To the extent that the linked terms and conditions conflict with the terms of this Order Form, the terms of this Order Form are controlling. Customer represents and warrants that the information provided above is accurate and complies with Customer’s business practices in making this purchase, including obtaining all necessary approvals to remit funds for this purchase.

a. Auto-Renewal and Renewal Pricing. Notwithstanding anything to the contrary in the above-linked terms and conditions, this Order Form shall, following the Extended Subscription Term listed above and unless either party gives timely notice of non-renewal in line with Section 11.a of such linked terms, automatically renew for successive annual Subscription Terms, with pricing for each renewal increasing by 7.00%.

b. Pricing for Additional Services/Overages. Except for any Services included at no charge, Customer may purchase additional Services for the plan listed above at the per-unit sale price listed in the fee table above. Storage overages will be billed in 0.5 TB increments and half of any non-\$0 per-TB sale price above shall apply. If a per-unit sale price is not defined for a Service or if a Service is listed at no charge, any overage or additional purchase will be priced in accordance with the per-unit pricing specified in the link in Section 5 below. The foregoing remains subject to the renewal price increase described in Section 1.a above.

2. Billing Contact. Egnyte will provide all invoices to the billing contact as specified above. Customer will promptly inform Egnyte in writing of any changes to the billing contact.

3. Overage Commitment/Billing. Any identified 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 shall bill Customer for any overage, with billing effective as of the date such overage occurred. Customer is not entitled to decrease its Services commitment at any point during the Subscription Term.

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 in the space provided below. 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, via this Order Form or subsequent purchase, any Services identified in the following link: <https://www.egnyte.com/product-specific-special-terms>, the corresponding special terms and/or overage pricing listed on such link (including product limitations) shall apply to this Agreement. Any special terms listed therein for Services not purchased by Customer shall not apply. Egnyte may update this link 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.

The signature below affirms Customer’s commitment to pay for the Services ordered in accordance with the terms of the Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

“Egnyte”

“Customer”

Egnyte, Inc.

County of Hidalgo

By: Raghu Gangavathi

By: _____

Name: Raghu Gangavathi


Name: Pablo Villarreal Jr

Title: Corporate Controller

Title: _____

Date: 2/27/2023

Date: _____

 _____

Deal Desk: _____

PO Required?
(check one):

Yes: No:

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