



Order Form (#Q-104340) (Service Account Number: 313217)

Amendment - Oldham County Schools

Account Rep	Maya Arastuie	Customer	Oldham County Schools
Email	mahya.arastuie@smarsh.com	Service Address	6165 W Highway 146 Crestwood, Kentucky 40014-9531
Company	Smarsh Inc.	Billing Contact	SHI International Billing
Prepared on	11-Jul-2025	Contact Phone	
Valid until	02-Aug-2025	Contact Email	vendor_invoices@shi.com
Start Date	Upon Execution Date	Technical Contact	Trey Greenwell
Renewal Date	25-Jun-2026		
Billing Frequency	Annual		
Order Type	Amendment		

Services	Unit Price	Prorated Unit Price	Minimum Quantity	Prorated Minimum Commitment
Data Management				
Import/Migration Storage (GB) - Professional Archive	1.75	\$1.71	1300	\$2,224.82
Import Fee - Professional Archive			1300	\$13,000.00
Prorated Recurring Service Fee Subtotal				\$2,224.82
One-Time Fees Subtotal				\$13,000.00
Total				\$15,224.82

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com



Terms & Conditions

The Services ordered under this Order Form may be (1) Historical Access, (2) Data Imports, (3) Data Exports, and/or (4) Professional Services and are subject to the following terms, as applicable:

- Historical Access Services: <https://www.smarsh.com/legal/HistoricalAccessAgreement>
- Data Exports, Data Imports, and Professional Services:
 - <https://www.smarsh.com/legal/ServiceAgreement>; and
 - the Statement of Work ("SOW") attached to this Order Form.

The applicable terms specified above and this Order Form (including the SOW) are, collectively, the "**Agreement.**" For Historical Access Services, the Initial Term of the Services will begin on the date this Order Form is executed and continue for the Term of the Agreement specified above. The Historical Access Services will be subject to renewals as specified in the Agreement.

"**Historical Access Fees**" are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive) and all previously archived Client Data. Historical Access Fees are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. "**Data Export Fees**" are the one-time Fees charged for Smarsh to perform a data export from the Connected Archive on Client's behalf. "**Data Import Fees**" are the one-time Fees charged for Smarsh to convert (if applicable) and ingest data from Client's removable media into the Connected Archive. Data Export Fees and Data Import Fees are invoiced in arrears and are charged as a flat rate or on a per TB or per GB basis as specified on page 1 of this Order Form. "**Professional Services Fees**" are the Fees charged for hourly, monthly, or flat rate professional services and are invoiced in arrears unless specified otherwise in the applicable SOW.

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



Media Handling Terms

This Order Form is effective on the date last executed by a party below ("**Order Form Effective Date**"). The import, migration, or export of data services ("**Media Handling Services**") set forth in this Order Form are subject to (i) the terms and conditions set forth in this Order Form (ii) to the extent applicable, a separate Statement of Work covering the implementation of such Media Handling Services ("**SOW**"), and (iii) the terms of the Service Agreement between Smarsh Inc. and Client related to the Media Handling Services, or in the case where no Service Agreement exists between the Client and Smarsh, the terms located at www.smarsh.com/legal/ServiceAgreement (the "**Agreement**"). In the event of a conflict between the terms of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the Media Handling Services. In the event of a conflict between the terms of this Order Form and the applicable Statement of Work, the terms of the Statement of Work shall control.

Media Handling Services

Smarsh will perform the Media Handling Services set forth in this Order Form subject to the terms of this Order Form. All fees and expenses for such work are set forth in this Order Form, or the SOW.

For imports that are not subject to a separate SOW, Client authorizes and instructs Smarsh to import the data set forth on the portable media device sent to Smarsh by the Client ("**Physical Media**") (all such data as "**Covered Data**") into Client's software archive. Client hereby represents and warrants that: (i) Client is the lawful and rightful owner of the Covered Data, (ii) Client has all right, title, and interest in the Covered Data, and there are no restrictions on its use; (iii), the Physical Media sent to Smarsh by Client containing the Covered Data is protected using password protection and encryption, and (iv) Smarsh shall not be responsible or liable for any damages (direct or indirect) arising out of the Covered Data, including without limitation its use, processing, or import into Client's software archive. Smarsh will notify Client when Smarsh completes the requested import of Covered Data. Client will have 5 days to review and approve the import of Covered Data. If Client does not confirm acceptance during this five-day period, the import work will be deemed to be accepted by the Client. Any work to be performed by Smarsh for Client following this 5-day period will be considered additional professional services and will require an additional Order Form or Statement of Work.

Media Resolution by Smarsh

Upon completion of the Media Handling Services, Smarsh will send to the Client (at the email in this Order Form) a media resolution form ("**Media Resolution Form**") upon which Client may elect for its Physical Media (or such media set forth in the SOW) to be stored, returned or destroyed by Smarsh. Client agrees to complete the Media Resolution Form with undue delay, and in no event later than 30 days after Smarsh sends such Media Resolution Form to Client. **If Client fails to complete and return the Media Resolution Form within thirty (30) days**, Client authorizes Smarsh to (i) store the Physical Media for a period up to six (6) months ("**Storage Period**"), (ii) after the expiration of the Storage Period, destroy the Physical Media using commercially reasonable destruction methods. Smarsh will invoice for, and Client agrees to pay, the media storage, media return, and/or media destruction fees as set forth below.

Smarsh will not be responsible or liable to the Client or any third party for any damages that may arise from or are related to Smarsh's storage, return, or eventual destruction of Covered Data.

Storage, Return, and Destruction Fees*

Media Storage – Onetime fee of \$120 per piece of media.

Media Destruction – Onetime fee of \$100 per device

Media Return – Onetime fee of \$50 per device, plus applicable shipping fees.

**The Pricing on this order form only covers the data migration services set forth herein, and the migrated data may be subject to additional storage fees on once ingested into the applicable service platform or archive*



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

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company 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 Claudette Y. Herald Name: Claudette Y. Herald
Date: 8.4.25 Title: Superintendent