



Customer Order Form

Cisco Products and Services

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|---|------------------------------|----------------|
| Seller: CDW Direct, LLC | | |
| Customer: CITY OF EL MIRAGE | | |
| Subscription Term Start Date: Align with Cisco Start Date | | |
| Initial Subscription Term: 36.00 months * | Subscription Payment: Annual | Auto Renew: No |

| Cloud Services Description | Unit Quantity | Annual Unit Fee | UOM | Annual Total Services Fee | Initial Subscription Term Total Service Fee |
|--|---------------|------------------|------|---------------------------|---|
| NU On-Premises Calling Professional | 183 | \$ 71.40 | User | \$ 13,066.20 | \$ 39,198.60 |
| NU On-Premises Calling Enhanced | 43 | \$ 48.48 | User | \$ 2,084.64 | \$ 6,253.92 |
| Total Service Fees | | \$ 119.88 | | \$ 15,150.84 | \$ 45,452.52 |
| INCLUDED ITEMS | | | | | |
| Collaboration Flex Plan 3.0 | 1 | \$ 0.00 | | \$ 0.00 | \$ 0.00 |
| Basic Support for Flex Plan | 1 | \$ 0.00 | Each | \$ 0.00 | \$ 0.00 |
| SRST Endpoints (1) | 409 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Emergency Responder Smart License (1) | 592 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Messaging Named User Entitlement (1) | 226 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Pro Pack for Cisco Control Hub Entitlement | 226 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Unity Connection Smart License (1) | 183 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Enhanced Smart License (1) | 43 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| On-Premises & Partner Hosted Calling SW Bundle v12.5 (1) | 1 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| Unified Communications Manager Smart License - Pro (1) | 183 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |
| File Storage Entitlement | 4520 | \$ 0.00 | User | \$ 0.00 | \$ 0.00 |

Initial Subscription Term Total : \$ 45,452.52

Terms:

- 1. TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
- 2. AVAILABILITY LEVEL COMMITMENT** - If Customer selects a Cisco Cloud Calling product, including but not limited to Webex Calling or UCM Cloud, Seller extends an availability level commitment of 99.99% subject to certain exclusions and qualifications, which are available upon request. The sole remedy for a failure to meet this commitment will be a prorated credit up to the price paid for the Cisco Cloud Calling

product and will be applied for future payables. This availability level commitment will be measured on a given thirty (30) day period and any request for credit must be submitted to Seller in writing within thirty (30) days of failure to meet such commitment.

3. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. Seller will collect applicable sales tax for the Webex service, and if Customer selects a Cisco Calling Plan service Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC the provider of the Cisco Calling Plan.
4. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any true-forwards, overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee on a periodic basis as set forth above unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, overage, or any other additional fees on a monthly basis. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") pursuant to the Cisco end user license agreement, which can be found at the following URL <http://www.cisco.com/go/eula> ("End User License Agreement") and any Product Specific Terms found at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. Customer further acknowledges: (1) that it has agreed to the Cisco End User License Agreement, and (2) that Cisco or its affiliates and not Seller will be responsible for performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____