



CDW - Customer Service Order Form
Microsoft Online Services

This Customer Service Order (CSO) will govern Customer’s current purchase of CDW Services, Microsoft Online Services (each an “Online Service”), and any Cloud Backup Services from Seller as set forth below. This CSO will also govern any Future Orders for Online Services made in accordance with the terms set forth below.

Seller: CDW Direct, LLC
Customer: – HIDALGO COUNTY PURCHASING DEPT – Order# NQFQ374
Subscription Term Start Date: Upon Service Activation

Microsoft Office 365 Online Services	Service Tier	Minimum Licensed Unit Quantity**	Fee Per Unit***	Initial Subscription Term	Yearly Service Fee
NCE M365 BUS BASIC G	Basic	10 units	\$68.40	One (1) Year *	\$684.00

*The term will automatically renew for additional terms equal to the Initial Subscription Term (each a “Renewal Term”) at CDW’s then-current rate unless Customer cancels the Online Services as set forth below.

** Customer can only reduce the Minimum Licensed Unit quantity at the start of any Renewal Term.

*** For each additional licensed unit under a Future Order for the same Online Service, Seller will provide the Online Services to Customer at the same Fee per unit throughout the Initial Subscription Term.

Microsoft Office 365 Online Service Add-Ons	Quantity	Initial Subscription Term	Monthly Service Fee Per Unit	Total Monthly Service Fee
		One (1) Year		
		One (1) Year		

Customer Provisioning Information:	
Primary contact first name:	
Primary contact last name:	
Primary contact phone number:	
Primary contact email address:	
Primary Domain	

Initial Subscription Term Fee Total: \$684.00

Terms:

PAYMENT – Customer will pay all Fees (as defined herein) for the use of the Online Services and any Online Service Add-Ons 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 Service Fee, Customer will also be responsible for all additional



fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or other add-ons that Customer uses within the Online Services. If Customer elects to make annual payments for the Online Services, Seller will invoice Customer in advance for the Initial Term. If Customer elects to make monthly payments for the Online Services, Seller will invoice Customer on a monthly basis in advance for the Online Services and Online Service Add-Ons. Seller will also invoice Customer in arrears for any pro-rated Online Services or Online Service Add-Ons, metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Online Services, Online Service Add-Ons, and all additional fees due hereunder are collectively referred to as “Fees”.

SUBSCRIPTION TERM START DATE – The subscription term will start on the date that Microsoft activates the applicable Cloud Service. The initial subscription term will be either one month or one year as selected in writing by Customer (“Initial Subscription Term”). The subscription term for the Online Services will automatically renew for additional terms equal to the length of the Initial Subscription Term (each a “Renewal Term”) unless Customer cancels the Cloud Services as set forth below.

FUTURE ORDERS - Any purchase by Customer of additional Online Services (“Future Order(s)”) will be governed by the terms and conditions of this CSO. All Future Order(s) must include the name of the applicable Online Service, and the additional licensed unit quantity. The Initial Subscription Term for any Future Order(s) will be for either a monthly or annual commitment (as indicated in writing by Customer at the time of the Future Order) and will automatically renew thereafter for additional Renewal Terms at CDW’s then-current rate. If Customer does not want a subscription to renew automatically, Customer must request that Seller turn off the auto-renewal option on the subscription prior to the Renewal Term start date.

ONLINE SERVICE - SUBSCRIPTION UPGRADES - Customer may upgrade select subscriptions upon written notice to Seller (each a “Subscription Upgrade”). All Subscription Upgrade(s) must include the name of the quantity of upgraded licensed units, and the new upgraded Online Service. Upon Seller’s receipt of a Subscription Upgrade, Customer’s subscriptions for the originally purchased Online Service will be cancelled and new subscriptions will be created for the new Online Services. Subscription Upgrade orders will have the subscription term date of the original order. Subscription Upgrades may require the reassignment of licenses and/or reinstallation of software by the Customer. Customer understands and agrees that any new Online Services purchased pursuant to a Subscription Upgrade may have different functionality compared to the original licensed Online Services.

LICENSED UNIT DECREASE - For Online Services or Online Service Add-Ons Customer may only decrease the number of licensed units for existing Online Services on the first day of the next Renewal Term and up to the fifth calendar day after such date, and only upon written notice to Seller. Seller will calculate updated billing fees effective on the date Seller processes such request.

LICENSED UNIT INCREASE - Customer may increase the number of licensed units for existing Online Services at any time upon written notice to Seller. The Initial Term for any additional licensed units will expire on the same date as Customer’s previously licensed units for the same Online Service, and thereafter, will automatically renew at CDW’s then-current rate for the same Renewal Term applicable to the original Online Service ordered under this CSO.

CANCELLATION – Customer may terminate any Online Service or Online Service Add-On by providing written notice of cancellation to Seller at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. The cancellation would take effect on the last day of the Initial Subscription Term or Renewal Term following the thirty-day notice. If Customer’s notice of cancellation is not received in a timely manner, the Online Services and any Online Service Add-Ons will



automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred prior to cancellation.

SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Online Services and Online Service Add-Ons if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

NON-REFUNDABLE - Except for Customer's rights to cancel licensed units pursuant to a Transfer Order, a licensed unit decrease as set forth in Section 4, or as or as set forth in Section 6 above, for any Online Services and Online Service Add-Ons that are billed for on a yearly basis, Customer will be obligated to make payments through the end of the Initial Subscription Term and any Renewal Term, and all Fees prepaid to Seller are non-refundable.

PRIVACY AND CUSTOMER DATA – Customer hereby consents to and authorizes Seller and Microsoft to process Customer data as contemplated by the Microsoft Online Services. Furthermore, Customer agrees that, as and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Seller, and shall obtain the user's consent to the same.

TENANT AND SUBSCRIPTION PROVISIONING - All Online Services include tenant and subscription provisioning services, including; (a)

creation of new Customer tenant, (b) verifying Customer's ownership of existing tenant(s), (c) provisioning subscriptions into Customer's tenant, and (d) ongoing management of subscriptions provisioned by CDW, including, but not limited to, cancelling, renewing and modifying such subscriptions. Customer acknowledges and agrees that Seller will have sole authority to manage subscriptions provisioned under this CSO.

SUPPORT SERVICES – All Online Services include a Seller support team to provide Support to Customer in accordance with Seller's Support Service Terms set forth at <http://webobjects.cdw.com/webobjects/media/pdf/Administrator-Support-Scope-of-Services.pdf>.

Seller Add-On Services

The following terms and conditions govern Customer's purchase of selected Add-On services:

A. Migration Support

Seller will provide Migration Support services including (a) helping Customer to create a migration plan utilizing the SkyKick Migration Suite tool, (b) monitoring Customer's ongoing migration performed by the SkyKick Migration Suite tool, and (c) assisting Customer's efforts to resolve error and warning issues generated by the SkyKick Migration Suite tool. Customer acknowledges and agrees that Seller does not guarantee a successful or complete migration, and Seller will not perform any services other than those specified within this paragraph. Additionally, Customer hereby authorizes Seller and Seller's third-party subcontractors to access Customer's email as required to perform the Migration Support Services. Seller will be primarily responsible for all services performed by any such third-parties.



B. Email Migration

Seller will provide Email Migration services as described in the SkyKick Migration Suite tool description set forth at <http://www.skykick.com/product-descriptions/migration-1607>. By providing these Email Migration services Seller does not guarantee a successful or complete migration. If the SkyKick Migration Suite tool is unable to complete any migration, Customer’s sole and exclusive remedy will be limited to canceling or completing a Transfer Order for their Online Service as set forth in this CSO. Customer acknowledges and agrees that because migration services, by their nature, include a significant risk of data loss, it is Customer’s obligation to back up all data prior to commencement of the services.

C. Cloud Backup

Customer will have access to SkyKick Cloud Backup services as described in the SkyKick Cloud Backup services description set forth at <http://www.skykick.com/product-descriptions/backup-1607>. All Office 365 – Standard Service Tier purchases may have Cloud Backup automatically enabled at Seller’s discretion. Cloud Backup may be disabled upon Customers request by contacting Seller’s support team. In support of the Cloud Backup services Seller will help Customer to (a) configure backup options, and (b) perform data restores. Customer acknowledges and agrees that (i) Seller’s support team will perform all configuration services for Customer’s Cloud Backup, (ii) Customer is receiving the Cloud Backup Services directly from SkyKick, Inc. (“SkyKick”) pursuant to SkyKick’s Customer Service Agreement, and (iii) SkyKick and not Seller is responsible for performance of the Cloud Backup service.

BY SIGNING BELOW, Customer hereby accepts all of the above terms and conditions in its capacity as the Customer or the Customer’s authorized representative, and Customer further acknowledges and agrees that: (i) it is receiving the Online Services and any Online Service Add-Ons directly from Microsoft Corporation (“Microsoft”) pursuant and subject to the Microsoft Customer Agreement, (ii) Customer has accepted and agreed to the Microsoft Customer Agreement, a copy of which can be found at <https://www.microsoft.com/licensing/docs/customeragreement>, and (iii) Microsoft and not Seller is responsible for performance of the Online Services and any Online Service Add-Ons.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON January 23, 2024.

Agenda Item No. AI-93803

Executive Office: _____

VENDOR:
CDW Government Inc.

COUNTY:
COUNTY OF HIDALGO

Susan Lusk, Manager of Contact Negotiations

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)