



CDW Customer Service Order Form

Cisco Services

Seller: CDW Direct, LLC		
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061		
Customer: City of Duluth		
Term Start Date: 08/06/2018		
Subscription Term: 60 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
Spark Control Hub Pro - Active User	115	\$ 36.00	User	\$ 4,140.00	\$ 20,700.00
On-Premise Public Space License	1	\$ 40.56	Each	\$ 40.56	\$ 202.80
Cloud Meetings	115	\$ 123.72	User	\$ 14,227.80	\$ 71,139.00
On-Premises Calling	771	\$ 71.28	Each	\$ 54,956.88	\$ 274,784.40
One-time Cisco Credit	--			\$ -12,336.00	\$ -61,680.00
Total Service Fees		\$ 271.56		\$ 61,029.24	\$ 305,146.20
INCLUDED ITEMS					
Spark Active User (1)	1	\$ 0.00	User	\$ 0.00	\$ 0.00
Basic Support for Cisco Spark	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Training Center 200 (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00
Event Center Capacity 1000 (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00
Restricted-use registration license-migration from on-prem	771	\$ 0.00	User	\$ 0.00	\$ 0.00
New Flex On Prem specific term based billing PID for UC Mana	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Flex On Prem specific term-based billing PID for Session	309	\$ 0.00	Each	\$ 0.00	\$ 0.00
Flex On Prem specific term-based billing PID for CME	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Flex On Prem specific term-based billing PID for CUE-VM	78	\$ 0.00	Each	\$ 0.00	\$ 0.00
Flex On Prem specific term-based billing PID for CUE-IVR	2	\$ 0.00	Each	\$ 0.00	\$ 0.00
Flex On Prem term-based billing PID for SRST Endpoints	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Enable Expressway-E Feature Set - License Subscription	4	\$ 0.00	Each	\$ 0.00	\$ 0.00
Cloud Meetings	115	\$ 0.00	User	\$ 0.00	\$ 0.00
1800 TURN Relay Option - License Subscription	4	\$ 0.00	Each	\$ 0.00	\$ 0.00
Cisco Software Subscription - Software delivery	7	\$ 0.00	Each	\$ 0.00	\$ 0.00
Enable Advanced Networking Option - License Subscription	4	\$ 0.00	Each	\$ 0.00	\$ 0.00
Enable Expressway Series Feature Set - License Subscription	7	\$ 0.00	Each	\$ 0.00	\$ 0.00
Expressway Deskphone Registration	771	\$ 0.00	Each	\$ 0.00	\$ 0.00
Expressway Room Registration	8	\$ 0.00	Each	\$ 0.00	\$ 0.00
CUCILYNC Client - License Subscription	93	\$ 0.00	Each	\$ 0.00	\$ 0.00
Jabber - License Subscription	386	\$ 0.00	Each	\$ 0.00	\$ 0.00
TMS 250 System License	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
TMS Integration API with Microsoft Exchange	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Included Business Messaging (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00
TMS Base Software License	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
TMS License PAK	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Collab Subscription UCM PAK SKU	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Collab Subscription TP PAK SKU	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Cisco Software Subscription - Software delivery	1	\$ 0.00	Each	\$ 0.00	\$ 0.00

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Business Messaging & Cloud Advanced Meetings)	926	\$ 0.00	User	\$ 0.00	\$ 0.00
Spark Cloud Connected Audio SP integration	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Audio Broadcast (1)	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Included Pro Pack ()	771	\$ 0.00	User	\$ 0.00	\$ 0.00
Included Cisco Spark Storage (1)	3855	\$ 0.00	GB	\$ 0.00	\$ 0.00
On-Premise Calling v10	771	\$ 0.00	User	\$ 0.00	\$ 0.00
UC Manager 10.x - User License Subscription	926	\$ 0.00	Each	\$ 0.00	\$ 0.00
TelePresence Room License for EA 10x - License Subscription	8	\$ 0.00	Each	\$ 0.00	\$ 0.00
Essential 10.x - License Subscription	78	\$ 0.00	Each	\$ 0.00	\$ 0.00
Public Space License for 10X - License Subscription	156	\$ 0.00	Each	\$ 0.00	\$ 0.00
Unity Connection 10.x - User License Subscription	926	\$ 0.00	Each	\$ 0.00	\$ 0.00
ER 10x 911 - User License Subscription	926	\$ 0.00	Each	\$ 0.00	\$ 0.00
Included Basic Meetings (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00
Expressway Rich Media Session - License Subscription	39	\$ 0.00	Each	\$ 0.00	\$ 0.00
Enable GW Feature (H323-SIP) - License Subscription	7	\$ 0.00	Each	\$ 0.00	\$ 0.00
Included VoIP (1)	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Included Cisco WebEx Storage	50	\$ 0.00	GB	\$ 0.00	\$ 0.00
Included Collaboration Meeting Rooms (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00
Included Cisco WebEx Meeting Center (1)	771	\$ 0.00	User	\$ 0.00	\$ 0.00

Initial Subscription Term Total : \$ 305,146.20D

Terms:

- TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#) 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.
- PAYMENT** – Customer will pay all Fees (as defined herein) for the use of the Cloud 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 Service Fee, for the Cloud Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and all additional fees due hereunder are collectively referred to as "Fees".
- ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Cisco Cloud Services over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Cisco Cloud Service, the Licensed Unit Quantity and the corresponding Licensed Unit Fee. The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Cisco Cloud Services on behalf of Customer and will coterminate with the initial Licensed Units.
- NON-CANCELLABLE/NON-REFUNDABLE** - The Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
- NON-APPROPRIATION** - Seller hereby acknowledges that the existing City Council of Customer cannot legally bind any subsequent City Council to appropriate funds to make the payments required under this Agreement. Customer's Staff agree to request funds for making such payments in each of its annual budget requests sent to Customer's City Council, but, if any subsequent City Council fails to appropriate funds to make any payments due under this Agreement when due and payable thereunder, the Agreement shall be deemed to be terminated as of the date when all funds appropriated for the payment of such payments have been exhausted. Upon any such termination, the Agreement shall be deemed to be of no further force and effect and neither Customer nor Seller shall have any further liability thereunder.
- SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud 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 Cloud Services directly from either Cisco Systems, Inc. or its applicable Affiliate (including, but not limited to, Cisco WebEx LLC) ("Cisco") pursuant to the Cisco Universal Cloud Terms, which can be found at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-terms.pdf, and the applicable Offer Description(s) located at <http://www.cisco.com/go/terms> ("Terms of Service"). Customer further acknowledges: (1) that it has agreed to the applicable Terms of Service, and (2) that Cisco and not Seller will be responsible for performance of the Cloud Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Version Date: 2017-10-20