

**Cloud Services Order Form – Cisco**

**Workflow # 4010052678**

Client Name:	Webb County Texas	Request Date:	June 28, 2022
Sold To:	10470358	Sales Rep:	Christine Ricker
Address:	1110 WASHINGTON ST STE 203	Billing Terms:	Annual
City, State, Zip	LAREDO, Texas78040-4470	Term Length:	5 Years
Contact:	GUS ORNELAS	State/Fed Contract:	Texas DIR-Cisco Agent-DIR-TSO-4167-61001631
Deal ID:	54742859	Auto-Renewal:	No

Part Number	Product Description	MSRP	Discount %	Quantity	Unit Price	Total Annual Price
A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	0.00	1	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	0.00	1	\$0.00	\$0.00
A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	0.00	5	\$0.00	\$0.00
A-FLEX-MTGC-ENT	Meetings Entitlement	\$0.00	0.00	5	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	0.00	1205	\$0.00	\$0.00
A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	0.00	1005	\$0.00	\$0.00
A-AUD-VOIP	Included VoIP (1)	\$0.00	0.00	1	\$0.00	\$0.00

A-FLEX- NUM-MC	NU Webex Meetings - Meetings	\$240.00	44.00%	5	\$134.40	\$ 672.00
A-FLEX- SME-S	Session Manager (1)	\$0.00	0.00	1	\$0.00	\$0.00
A-FLEX-C- DEV-ENT	Cloud Device Registration Entitlement	\$0.00	0.00	1200	\$0.00	\$0.00
A-FLEX-P- UCXN	Unity Connection Smart License (1)	\$0.00	0.00	1200	\$0.00	\$0.00
A-FLEX- PROPACK- ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	0.00	1205	\$0.00	\$0.00
A-FLEX- SRST-E	SRST Endpoints (1)	\$0.00	0.00	2000	\$0.00	\$0.00
A-FLEX-P- ER	Emergency Responder Smart License (1)	\$0.00	0.00	3000	\$0.00	\$0.00
A-FLEX- EAPL	EntW On- Premises Calling	\$90.00	35.00%	1000	\$58.50	\$58,500.00
A-FLEX-P- ACC	Access Smart License (1)	\$0.00	0.00	200	\$0.00	\$0.00
A-FLEX- SW-12.5- K9	On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	\$0.00	0.00	1	\$0.00	\$0.00
A-FLEX-P- CA	Common Area Smart License (1)	\$0.00	0.00	500	\$0.00	\$0.00
A-FLEX- FILESTG- ENT	File Storage Entitlement	\$0.00	0.00	24000	\$0.00	\$0.00
A-FLEX-P- EA	On-Premises Smart License - EA (1)	\$0.00	0.00	1200	\$0.00	\$0.00

A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	0.00	5	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	0.00	1	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	0.00	200	\$0.00	\$0.00
A-FLEX-NBR-500GB	Addon Storage - 500GB (1)	\$1,500.00	35.00%	2	\$975.00	\$1,950.00
<b>Total Annual Cost</b>						\$61,122.00
<b>Total Term Cost</b>						\$305,610.00

The purchase of Cisco Cloud Services described in this Cloud Services Order Form is subject to and will be governed by the terms and conditions set forth in the Texas DIR Contract #DIR-TSO-4167.

By signing this Agreement (or issuing a PO in lieu of signature), you agree to an annual charge of \$61,122.00 for your Cisco Flex subscription.

This agreement will not auto renew under a new 12-month term. You must notify Insight via email at [ciscosaas@insight.com](mailto:ciscosaas@insight.com) 45 days prior to the end of the term should you choose to renew the agreement.

Upon issuance of a PO specific to the mentioned billing term cost or total term cost, the overages (if included) will not be deducted from your PO. Rather they are billed without a PO.

By signing this Agreement (or issuing a PO in lieu of signature), you hereby certify the following:

That (1) you are duly authorized on behalf of Client to accept this order, (2) that you accept this order and all applicable Terms And Conditions on behalf of Client, and (3) that you agree to pay for all orders, changes, and/or increases in usage subsequently provisioned by you under your account.

### Survivability Clause

The quote is under DIR-TSO-4167. This contract is set to expire on 7/3/23. As this is a 5-year agreement, we have some verbiage that will need to be notated on each PO throughout the subscription timeframe.

Your each year's PO must include the DIR-TSO-4167 contract number. **The PO's for years 2-5 will need to reference the year 1 PO number.**

And this phrase would need to be on each PO.

**“The survival clause is being exercised for this PO as this has 4 yearly renewals after contract expiration date”**

Here is the link we have been provided, and the verbiage of the clause on the DIR website.

<https://dir.texas.gov/contracts/dir-tso-4167>

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer’s procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

Client	
By:	<hr style="border: 1px solid black;"/> <i>Authorized Representative</i>
Print Name:	
Title:	
Date:	

PO # (optional): \_\_\_\_\_