



Customer Order Form  
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: CITY OF MIAMI BEACH		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 19.83 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW Webex Calling	1200	\$108.12	Per User	\$129,744.00	\$214,438.00
CUBE Standard Trunk Session License	372	\$22.80	Per Each	\$8,481.60	\$14,018.20
EntW On-Premises Calling	1438	\$61.20	Per Each	\$88,005.60	\$145,453.70
<b>Total Service Fees</b>		<b>\$192.12</b>		<b>\$226,231.20</b>	<b>\$373,909.90</b>

**ADDITIONAL USAGE FEES**

Emergency Response Center Call fee per location search US	1	\$43.00	Per Instance	\$43.00	\$43.00
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**INCLUDED ITEMS**

Collaboration Flex Plan 3.0	1		
Unity Connection Smart License (1)	1726		Per User
Cloud Device Registration Entitlement	3166		Per User
Emergency Responder Smart License (1)	4314		Per User
Common Area Smart License (1)	719		Per User
Session Manager (1)	1		Per User
Prem to Webex Calling / UCM Cloud	1200		Per User
Expressway Product Authorization Key (1)	1		Per User
Messaging Entitlement	3166		Per User
Webex Calling Entitlement	1440		Per User

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
Pro Pack for Cisco Control Hub Entitlement	3166		Per User		
Basic Support for Flex Plan	3010		Per Each		
On-Premises SW Bundle v12.5 (1)	1		Per User		
Expressway Rich Media Session included with Flex (1)	288		Per Units		
Access Smart License (1)	288		Per User		
File Storage Entitlement	63312		Per User		
On-Premises Smart License - EA (1)	1726		Per User		
SRST Endpoints (1)	2876		Per User		
Webex Calling Common Area Entitlement	600		Per User		

**Initial Subscription Term Total : \$373,909.90**

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](http://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: \_\_\_\_\_

Version Date: 7/3/2024