

Software as a Service (SaaS) Agreement

This **Software as a Service (SaaS) Agreement** (“Agreement”) is between Netsync Network Solutions (“Netsync”) and City of Killeen (“Customer”) in order for Netsync to facilitate the use of Software as a Service (“Services”) by Customer. By signing (Electronically or Manually) this Agreement or an Order for the Services, or by using the Services, Customer accepts this Agreement.

Scope of Agreement.

This Agreement governs Customer access to and use of the Services. Netsync agrees to facilitate the Services for the Term specified in an Order.

Order(s).

Order(s) are incorporated into this Agreement by this reference. An Order is effective when Customer signs or accept Services (whichever happens first). Order acceptance may be subject to Netsync’s credit approval process. Customer may need to provide additional information to register for and/or use certain Services. Customer warrants that the information provided during the registration process is accurate.

Changes to Services.

The Services may be enhanced and/or changed, and the features of the Services may change as long as enhancements and/or changes do not materially reduce the core functionality of the Services. Netsync also may offer additional optional features and/or functionalities in addition to the “standard” Services at an additional cost.

Fees and Payment for the Services.

- a. **Payment Terms.** The fees for the Services are described in the Order. The fees may also include additional overage amounts or per use charges, which will be described in the Order, and Customer agrees to pay these amounts or charges if Customer incurs them. Customer will pay invoices for the Services within 30 days of the invoice date unless the Order specifically states otherwise.
- a. **Late Payment.** If Customer is late in paying an invoice, any sum not paid by Customer when due shall bear interest from the due date until paid at the lesser of: (i) 10 percent per annum or (ii) the maximum rate permitted by law. In addition, if Customer is more than 60 days late in paying an invoice, Netsync may suspend the Services with an advance written notice.
- a. **Fee Disputes.** Customer may withhold amounts that Customer reasonably and in good faith disputes as to the amounts owed. Customer will pay any undisputed fees. If Customer withholds any payment due to a dispute, Customer must notify Netsync in writing of any disputed fees within 15 days of the invoice date and provide Netsync with

written details about why Customer disputes the invoice. After Netsync receives notice of the dispute, Netsync will work with Customer in good faith to resolve the dispute.

- a. **Taxes.** Customer shall pay all sales, value added, general standard, and similar taxes; levies; duty; or charges imposed by any governmental authority, related to or arising from the use of the Services. Netsync reserves the right to gross up the price for the Services in any invoice, if a withholding prevents Netsync from receiving the amount specified in such invoice.

Term and Termination.

- a. **Term and Termination of Orders.** The “Initial Term” of an Order starts on the date the Services are available for use by Customer and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law or the Order states otherwise, there will be an automatic “Renewal Term” of the same length of time unless Customer notifies Netsync in writing that Customer does not want to renew the Services at least 60 days before the end of the Initial Term or then current Renewal Term. If the fees will change for the Renewal Term, Netsync will notify Customer reasonably in advance of the Renewal Term, and in time for Customer to accept or reject renewing the Services. If Customer agrees with the fee changes, Customer may do nothing and the new fees will apply for the upcoming Renewal Term. Either party may terminate an Order by providing the other party written notice of termination at least 60 days before the end of such Initial Term or Renewal Term. The termination will be effective on the last day of the Initial Term or Renewal Term in effect, and Customer will pay for the Services until the end of current Initial Term or Renewal Term, regardless of when Customer provided notice.

- a. **Term and Termination of Agreement.** This Agreement starts on the date Customer signs its first Order. Either party may terminate this Agreement upon 60 days’ prior written notice to the other party, with or without cause, effective when all Customer’s Orders expire or are terminated. Each party may terminate this Agreement and any impacted Orders by giving written notice to the other party if the other party materially breaches this Agreement and does not cure that breach within 60 days after receiving written notice of the breach.

Accepted by:

Nicole Nordhougen

Customer Contact Signature

Netsync Contact Signature

Nicole Nordhougen

Printed Name

Printed Name

General Counsel

Title

Title

City of Killeen

Netsync Network Solutions

Company Name

Company Name

04 / 12 / 2023

Date

Date

Order

Term Date

The Initial Term of this Agreement shall be from 22/07/2023 (“Start Date”) and continue through 21/07/2026 (“End Date”). Customer’s obligations shall include, but not be limited to, complete payment for all Services outlined in this Order.

Fees and Payment for the Services

Order Schedule

Part	Description	Duration (Monthly)	Qty.	Unit Price	Total
Main Site					
Billing Terms: Annually (38,880.00) Contract: 3.00 Years					
Flex Renewal					
A-FLEX-3	Collaboration Flex Plan 3.0	36	1	00.00	00.00
A-FLEX-SW-12.5-K9	On-Premises SW Bundle v12.5 (1)	36	1	00.00	00.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	36	1	00.00	00.00
A-FLEX-P-ER	Emergency Responder Smart License (1)	36	1800	00.00	00.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	36	1	00.00	00.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	36	720	00.00	00.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	36	720	00.00	00.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	36	720	00.00	00.00
A-FLEX-P-UCXN	Unity Connection Smart License (1)	36	720	00.00	00.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36	14400	00.00	00.00
A-FLEX-P-ACC	Access Smart License (1)	36	120	00.00	00.00
A-FLEX-MSG-ENT	Messaging Entitlement	36	720	00.00	00.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	36	120	00.00	00.00

A-FLEX-SRST-E	SRST Endpoints (1)	36	1200	00.00	00.00
A-FLEX-EAPL	EntW On-Premises Calling	36	600	194.40	116,640.00
A-FLEX-P-EA	On-Premises Smart License - EA (1)	36	720	00.00	00.00
A-FLEX-P-CA	Common Area Smart License (1)	36	300	00.00	00.00
A-FLEX-SME-S	Session Manager (1)	36	1	00.00	00.00
				Total:	116,640.00

Additional Overage Amounts, True-Ups, or per Use Charges

Customer is purchasing licensing for up to 600 knowledge workers, but is entitled to a 20% growth rate over the duration of the contract for a potential growth of up to 720 knowledge workers. Any overage above this number may result in a true-forward bill generated by Cisco for payment.

Order Accepted by:

Nicole Nordhougen

Customer Contact Signature

Netsync Contact Signature

Nicole Nordhougen

Printed Name

Printed Name

General Counsel

Title

Title

City of Killeen

Netsync Network Solutions

Company Name

Company Name

04 / 12 / 2023

Date

Date
