

NETSYNC

Statement of Work

Cisco Unified Communications (UC) Upgrade

June 4, 2020

Prepared for:
City of Killeen

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Contact Information

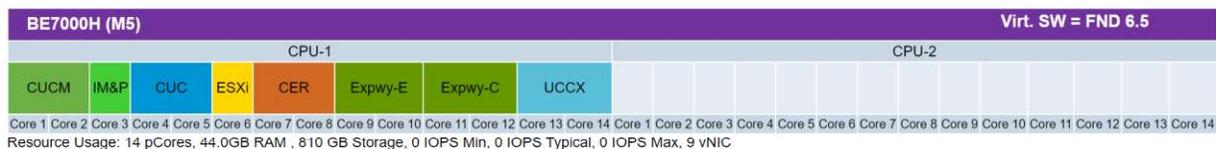
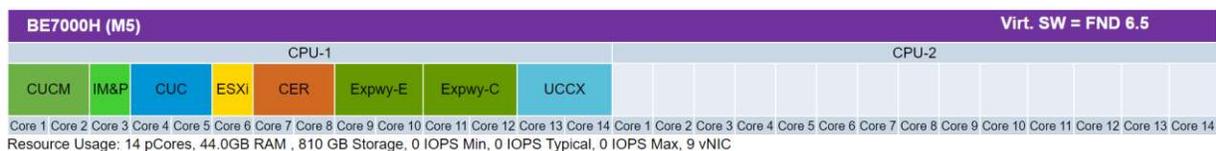
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Netsync Lead Engineer	TBD		

Project Summary

The City of Killeen (“Killeen” or “Client”), headquartered in Killeen, TX, requested that Netsync Network Solutions (“Netsync”) submit a statement of work (SOW) outlining Client’s upcoming Cisco Unified Communications (UC) Upgrade project.

As part of this project, Netsync will upgrade the existing Collaboration System applications to the latest supported versions. Netsync will deploy the system based on the latest best practices recommended by Cisco. All associated applications will be virtualized on Cisco Unified Computing System (UCS) C240 M5 servers in a physical and virtual server redundant fashion. Netsync is recommending the C240 M5 hardware to help future proof the city and to provide expansion capabilities that are limited by the C220 M5 platform. However, Netsync is providing an option for both server platforms for Client review.

A preliminary virtual machine (VM) placement is shown below. This may change during the design phase of the project when the engineering team can assess the current environment.



The current environment consists of two Cisco Unified Communications Manager (CUCM) servers with one publisher and one subscriber server running version 10.5.1.10000-7. Voicemail services are provided by Cisco Unity Connection (CUC) version 10.5.1.10000-7 in a high-availability (HA) setup. Cisco Instant Message and Presence (IM&P) Server is deployed for IM and presence services. Cisco Unified Contact Center Express (UCCX) is deployed today as an auto attendant. All call queuing services are provided by CUCM. A separate project can be quoted to deploy UCCX for its intended purpose, if Client would like this option. Cisco Emergency Responder (CER) 12.0.1.41000-1 is deployed in a redundant manner for enhanced 911 call services. Two Cisco Expressways are deployed for B2B services and are running version 8.11. Netsync will deploy the latest supported OVA templates as supported by Cisco as part of this project.

Netsync will also consolidate the communications protocol on all IP phones. For example, there are some phone models that are running both Skinny Client Control Protocol (SCCP) firmware and Session Initiation Protocol (SIP) firmware. Netsync will place all phones on the Cisco recommended, or supported, protocol. Additionally, Netsync will convert all SCCP voicemail ports to SIP trunks per Cisco best practice recommendations.

Gateways

Client has a mixture of Cisco VG202/VG248 analog voice gateways in production as well as Cisco Integrated Services Routers (ISR) 4331 voice gateways. The end of support (EOS) dates are listed below. Netsync has included a quote as part of this project to replace EOS/End of Life (EOL) gateways.

Device	End of Support	Recommended Replacement
VG202/VG204	11/30/2018	VG202XM/VG204XM/ATA191
Cisco VG 248 Analog Gateway	05/31/2015	Cisco VG 320 Analog Gateway

Gateways that will remain in production will need an IOS upgrade to a version that is compatible with version 12.x of CUCM. IOS upgrades will be the responsibility of Client. See [Cisco Collaboration Systems Release Compatibility Matrix](#) for compatibility information.

IP Phone Compatibility for Version 12.x

The table below contains phone compatibility information for CUCM version 12.

Key	
Fully supported	Green
Compatible but not supported	Yellow
Not compatible or supported	Red

Device	Protocol	Count	12.x Firmware
Cisco 6921	SCCP	12	9.4(1)SR3
Cisco 6921	SIP	4	9.4(1)SR3
Cisco 6941	SCCP	8	9.4(1)SR3
Cisco 6961	SCCP	8	9.4(1)SR3
Cisco 6961	SIP	1	9.4(1)SR3
Cisco 7905	SCCP	2	N/A
Cisco 7906	SCCP	3	9.4(2)SR3
Cisco 7911	SCCP	22	9.4(2)SR3
Cisco 7935	SCCP	1	N/A
Cisco 7937	SCCP	1	1.4(5)
Cisco 7940	SCCP	257	8.1(2)SR2
Cisco 7941	SCCP	5	9.4(2)SR3
Cisco 7942	SCCP	47	9.4(2)SR3
Cisco 7960	SCCP	168	8.1(2)SR2
Cisco 7961	SCCP	16	9.4(2)SR3
Cisco 7961	SIP	2	9.4(2)SR3
Cisco 7962	SCCP	19	9.4(2)SR3
Cisco 7975	SCCP	16	9.4(2)SR3
Cisco 7975	SIP	1	9.4(2)SR3
Cisco 8831	SIP	9	10.3(1)SR5

Device	Protocol	Count	12.x Firmware
Cisco 8841	SIP	20	12.5(1)SR3
Cisco 8851	SIP	44	12.5(1)SR3
Cisco 8861	SIP	4	12.5(1)SR3
Cisco 8961	SIP	33	9.4(2)SR3
Cisco 9971	SIP	9	9.4(2)SR3
Cisco ATA 190	SIP	65	1.2.2 SR1
Cisco DX650	SIP	2	10.2(5)ES
Cisco DX80	SIP	4	CE 9.5
Cisco IP Communicator	SCCP	2	8.6(6)
Cisco TelePresence SX10	SIP	1	CE 9.5

Items in red above will not function on CUCM 12.x and must be replaced before the upgrade. Netsync can provide quotes for all models listed in red above, if requested by Client.

IP Phone Compatibility for Version 14.x

Netsync is providing the table below to the Client for budgetary purposes. Cisco Collaboration Suite 14.x has not been released to the public and the information below is subject to change. The table below is provided for planning purposes on which phones will not function on CUCM 14.x when it is released to the public. Netsync can provide a quote to replace unsupported phones, if requested by Client.

Key	
Fully supported	
Compatible but not supported	
Not compatible or supported	

Device	Protocol	Count	14.x Firmware
Cisco 6921	SCCP	12	N/A
Cisco 6921	SIP	4	N/A
Cisco 6941	SCCP	8	N/A
Cisco 6961	SCCP	8	N/A
Cisco 6961	SIP	1	N/A
Cisco 7905	SCCP	2	N/A
Cisco 7906	SCCP	3	N/A
Cisco 7911	SCCP	22	N/A
Cisco 7935	SCCP	1	N/A
Cisco 7937	SCCP	1	N/A
Cisco 7940	SCCP	257	N/A
Cisco 7941	SCCP	5	N/A
Cisco 7942	SCCP	47	Unknown
Cisco 7960	SCCP	168	N/A
Cisco 7961	SCCP	16	N/A
Cisco 7961	SIP	2	N/A
Cisco 7962	SCCP	19	Unknown
Cisco 7975	SCCP	16	Unknown
Cisco 7975	SIP	1	Unknown
Cisco 8831	SIP	9	Unknown
Cisco 8841	SIP	20	Unknown
Cisco 8851	SIP	44	Unknown

Device	Protocol	Count	14.x Firmware
Cisco 8861	SIP	4	Unknown
Cisco 8961	SIP	33	Unknown
Cisco 9971	SIP	9	Unknown
Cisco ATA 190	SIP	65	Unknown
Cisco DX650	SIP	2	Unknown
Cisco DX80	SIP	4	Unknown
Cisco IP Communicator	SCCP	2	Unknown
Cisco TelePresence SX10	SIP	1	Unknown

Items in **red** above will not function on CUCM 14.x and must be replaced prior to the upgrade. Netsync can provide a phone replacement quote for all models listed in **red** above, if requested by Client.

Project Objectives

- Install and rack mount new UCS Servers
 - Configure and upgrade VMware ESXi to latest supported version
 - Connect to network
 - Connect and configure Cisco Integrated Management Controller (CIMC)
 - Upgrade server firmware to latest Cisco recommended version
- Program new phones that will not function after the upgrade
 - Physical phone placement is the responsibility of Client
- Program and install replacement voice gateways
- Migrate and upgrade CUCM
- Migrate and upgrade CUC
- Migrate and upgrade IM&P Servers
 - Cisco Jabber upgrades and deployment on end user devices is the responsibility of Client
- Migrate and upgrade CER
- Migrate and upgrade Cisco Expressways
 - Add redundant Cisco Expressways
- Migrate and upgrade UCCX
- Perform testing and validation of successful implementation

Project Scope and Phases

Discovery

1. Netsync will conduct a project kickoff meeting.
2. Netsync will identify all required information for implementation components, including but not limited to:
 - a. Feature and functionality requirements.
 - b. Identify requirements per application.
 - c. Remove any features currently not used or needed.

Planning

1. Netsync will meet with Client to review key design principles.
2. Netsync will create logical design for UC-related devices.
3. Netsync will adhere to manufacturers' best practices for all logical designs/configurations.
4. Netsync will meet with Client to review design and obtain acceptance.
5. Netsync will meet with Client to review testing and validation criteria.

Implementation

Note: Implementation will begin only after Discovery and Planning are 100% complete.

1. Netsync will rack mount two new Cisco UCS servers in Client- provided rack.
 - a. Client must provide proper rack space, network, power, and cooling for new equipment.
 - b. Netsync will upgrade the preinstalled VMware ESXi to the latest recommended version from Cisco.
 - c. Netsync will upgrade the server firmware to the latest recommended version from Cisco.
 - d. Netsync will connect the server to the network for standard data traffic.
 - e. Netsync will connect the server to the network for CIMC data traffic.
2. Netsync will program new IP phones:
 - a. Phones that will not function on the upgraded version of CUCM will be programmed in CUCM.
 - i. Physical deployment of replacement phones is the responsibility of Client.
3. Netsync will program and install replacement voice gateways:
 - a. Netsync will rack mount, configure, and connect replacement voice gateways to the network.
4. Netsync will migrate, upgrade, configure, and test the following applications on new UCS hardware in a VMware environment:
 - a. CUCM publisher – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - b. CUCM subscriber – qty. 1.
 - i. Build based on Cisco best practice recommendations.

- c. CUC primary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - d. CUC secondary – qty 1.
 - i. Build based on Cisco best practice recommendations.
 - e. IM&P primary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - f. IM&P secondary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - g. CER primary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - h. CER secondary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - i. Cisco Expressway Core – qty. 2.
 - i. Build based on Cisco best practice recommendations.
 - j. Cisco Expressway Edge – qty. 2.
 - i. Build based on Cisco best practice recommendations.
 - k. Cisco UCCX primary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
 - l. Cisco UCCX secondary – qty. 1.
 - i. Build based on Cisco best practice recommendations.
5. Netsync will verify CUCM objects for appropriate locations based on design documentation and best practice recommendations:
- a. CUCM group.
 - b. Date/time group.
 - c. Region.
 - d. Device pool.
 - e. Location.
 - f. Survivable Remote Site Telephony (SRST) reference.
6. Netsync will verify CUCM core objects:
- a. Annunciator.
 - b. Conference bridge.
 - c. Music on Hold (MOH).
 - d. Transcoders.
 - e. Media Resource Group (MRG).
 - f. Media Resource Group List (MRGL).
 - g. Set up user database (Active Directory [AD] integration, if applicable).
7. Netsync will verify standard CUCM phone features:
- a. Station-to-station calling.
 - b. Calling line number.

- c. Up to two call pickup groups.
 - d. Call transfer.
 - e. Multiparty conferencing.
 - f. Call forward.
 - g. Call hold/retrieval.
8. Netsync will verify CUCM call routing:
- a. Inbound Public Switched Telephone Network (PSTN) calling.
 - b. Internal calling.
 - c. Local calling.
 - d. Long distance calling.
 - e. International calling.
 - f. Service calling.
 - g. Emergency calling.
 - h. Information calling.
 - i. Global blocked number list.
9. Netsync will verify IM&P objects:
- a. Trunks.
 - b. Users.
 - c. Cisco Jabber 12.x deployment will be the responsibility of Client.
10. Netsync will verify CUC voicemail objects:
- a. Call handling.
 - b. Auto attendants.
11. Netsync will verify CER objects:
- a. LAN switch phone tracking.
 - b. ERL information.
12. Netsync will verify Expressway objects:
- a. Zones.
 - b. Routing rules.
 - c. Trunks.
 - d. Redundancy.
13. Netsync will verify UCCX objects:
- a. Call service queues (CSQs).
 - b. Resources.
 - c. Applications.

Testing and Validation

1. Netsync will test the following:
 - a. Phone registration.
 - b. Gateway registration.
 - c. Call routing.
 - d. Voicemail services.
 - e. Instant messaging services.
 - f. 911 call notifications and routing.
 - g. Expressway call routing.
 - h. Contact center auto attendants and call routing.

Knowledge Transfer

1. Netsync will provide four hours of knowledge transfer for up to five Client attendees. Before the project starts, Netsync will work with Client to define the specific location, the schedule, and any additional topics for the knowledge transfer session(s). The following topics will be covered:
 - a. Features of all products and technologies deployed in the solution.
 - b. Review of the as-built documentation to familiarize Client with the overall solution and key configuration details.
 - c. Basic administration and common operational tasks.
 - d. Reinstallation and/or reconfiguration in case of failure.
 - e. Monitoring, testing, and maintaining the products deployed in the solution.
 - f. Warranty and support procedures for all products deployed in the solution.
 - g. Additional Client questions or topic requests.
2. If it is determined that the duration of knowledge transfer requested by Client will exceed the hours stated above, then Netsync can provide supplementary session(s) at an additional hourly rate.

Note: Knowledge transfer is intended to provide familiarity and conceptual understanding of the specific technologies deployed within this SOW. It is not intended to be comprehensive technical training. The included session(s) may not provide Client all of the necessary knowledge and skills to fully manage, monitor, and maintain the solution. Netsync recommends formal training from the solution vendor(s) to address those needs.

Project Prerequisites

1. Client will fulfill cabling requirements, if applicable. (Netsync will coordinate.)
2. Client will provide Netsync all necessary hardware and information on current environment.
3. Client will provide Netsync local and remote administrative credentials (root access) to all equipment to be accessed during the process of this SOW.
4. Client will make available authorized personnel during the project with a working knowledge of existing network infrastructure for facility access, questions, and clarification of issues.
5. Client will provide Netsync access to all work locations, along with safety, access, security, and emergency protocols.
6. Client will obtain all necessary work permits.
7. Client will provide a work area for Netsync to use, as needed, during on-site activities to include internet and public phone access.
8. Client will provide parking passes and adequate parking for the Netsync project team.
9. Cisco Jabber deployment will be the responsibility of Client.
10. Physical phone placement is the responsibility of Client.
11. Client will comply with all physical and environmental requirements per vendor specifications.

Project Management

Netsync approaches all projects using standard Project Management Institute (PMI) methodologies and processes. Depending on the size of the project and agreements between parties, a Project Manager (PM) is either assigned by Netsync or provided by Client.

Should a Netsync PM be assigned, a project kickoff conference call or meeting will be held with Client, the PM, the Account Manager (AM), and assigned resource(s) to ensure each party is in alignment with all aspects of this SOW. When applicable, the PM will also perform the following project management activities throughout the engagement to ensure Client expectations are consistently met and the project is delivered on time and within the established budget:

- Create the Project Plan.
- Ensure that accurate and timely status updates, action items, and scheduled tasks are received by the assigned resource(s) and uploaded as entries to the applicable Netsync SharePoint project portal. The PM will ensure status information clearly reaches Client to also include supplemental budget and milestone updates.
- Manage the Notes-Status-Issues Log portal web part and ensure timely updates.
- Lead recurring project status meetings with Client and the Netsync project team to communicate overall progress.
- Oversee a quality assurance review of documentation-based deliverables before providing to Client.

Project Updates

- Client will receive email alerts indicating an update has been made to the Notes-Status-Issues Log portal web part for the following communication entry types:
 - Meeting Notes
 - Engineering Status Update(s)
 - Issue Tracking
- If Client wishes not to use the Netsync SharePoint project portal, then Client has the option to request direct email correspondence from the Netsync PM for all communication and updates.

Project Scope Change Requests

Netsync is fully committed to completing this project on time and within the established budget. All scope changes and out-of-scope (OOS) requests must be clearly communicated to the AM or PM before those changes or requests are acted on or performed by the assigned resource(s). The following outlines the scope change or OOS request procedure:

1. Client will notify the AM or PM regarding the requested move, add, or change.
2. The PM will submit a Change Request (CR).
3. The assigned Netsync Lead Engineer will verify the technical accuracy of the CR.
4. The PM will submit the CR to Client for subsequent approval and sign-off.
5. Client will return a signed copy of the CR to either the AM or PM.

All other terms within the original SOW, in addition to the signed CR, will remain intact.

Project Documentation

Netsync will provide Client the following documentation:

Included (Yes/No)	Document Type	Owner	Description	Frequency
Project Management Documentation				
Yes	Microsoft Project Plan	PM and Senior Lead Engineer	Task list and timeline of project work activities and scoped deliverables; may or may not require a formal Gantt chart	Once
Yes	Status Entry	PM and Senior Lead Engineer	Summary of technical accomplished, outstanding, and planned activities	Log entry, as needed
Yes	Issues Log Entry	PM and Senior Lead Engineer	List of tracking issues, action items, reminders, or questions	Log entry, as needed
Yes	Meeting Notes Entry	PM	Recap directly following a meeting outlining status, issues, and events discussed	Log entry, as needed
Closeout Documentation				
Yes	As-Built	Engineer	Post-implementation technical documentation of new configuration(s) and applicable support information	Once

High-Level Design (HLD)

Based on presales discussions, preliminary walkthroughs, and data gathering sessions, an HLD is included within this document. The purpose of the HLD is to present and illustrate the overall solution from an industry best-practice and conceptual level. The HLD is subject to change.

Low-Level Design (LLD)

The LLD will replace all existing HLDs upon receipt of a purchase order and subsequent full walkthroughs and formal post-sales planning and design sessions. The LLD will be a fully executed document agreed to by both parties before implementation begins.

Deliverables Acceptance

Client will acknowledge receipt and acceptance or rejection of all deliverables associated with this SOW within 10 business days of delivery (not including federal holidays). If such acknowledgement is not received within this period, all deliverables will be deemed acknowledged and accepted.

Project Risks and Assumptions

1. Client will participate in all design and planning sessions and be prepared to sign off on all milestones.
2. Client will provide Netsync with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
3. Multiple outages may occur due to the nature of this project; however, they will all occur at scheduled and approved times.
4. Client delays to provide Netsync the necessary data to accomplish each task may result in timeline changes.
5. Netsync is not responsible for project delays caused by other vendors and/or manufacturing issues that may impede progress and/or closure of Netsync SOW deliverables.
6. This SOW assumes that the engagement will be a mixture of on-site and remote work to drive efficiency. If Client requires a 100% on-site engagement, then Client must notify Netsync before agreeing to this SOW.
7. If Client requires a copy of Netsync's standard Certificate of Insurance (COI) with Client-added endorsements, then it should allow up to 10 business days for delivery.
8. Anything not specifically stated in this document is outside the scope of this SOW.

Service Level Agreement

Hours of Operation

- Standard hours of operation are **8:00 AM to 5:00 PM local time Monday through Friday**. Netsync understands that due to the nature of the industry and work performed, after-hours and weekend availability are often required. In the event Netsync resources are required to perform work outside of the standard hours of operation, agreed-upon work windows will be discussed and subsequently documented via email. A Client project stakeholder or technical contact must be either on location or on call during the agreed-upon after-hours and/or weekend work window(s).

Fees

Fees for the work shall be assessed at the rates included in Quote AAAQ85169-04 dated May 8, 2020, which is attached hereto and incorporated herein for all purposes. Client will pay invoices for the work within 30 days of receipt of the invoice.

					QUOTE	
 2500 West Loop South ste 410/510 Houston, TX 77027 USA 1-210-887-1994 PO@netsync.com			Quote #:		AAAQ85169-04	
			Date:		May 8, 2020	
Prepared For: Michael Mendiola City of Killeen Phone Killeen, TX 76541 US			Inside Sales: DJ Huston dhuston@netsync.com 1-210-887-1994			
Please send Purchase order to: PO@netsyncnetwork.com						
Part	Description	Qty	Unit Price	Ext. Price		
1	Main Site					
2	Replacement for EOL VG248 Analog Gateways					
3	VG320 Modular 48 FXS Port VoIP Gateway with PVDM3-128	2	\$6,765.01	\$13,530.02		
4	SVG3XUK9-15603M Cisco VG3X0 UNIVERSAL	2	\$0.00	\$0.00		
5	MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2	\$0.00	\$0.00		
6	CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00	\$0.00		
7	PVDM3-128 128-channel high-density voice DSP module	2	\$0.00	\$0.00		
8	HWIC-BLANK Blank faceplate for HWIC slot on Cisco ISR	2	\$0.00	\$0.00		
9	SL-VG3X0-IPB-K9 Cisco VG3X0 IP Base License	2	\$0.00	\$0.00		
10	SL-VG3X0-UC-K9 Cisco VG3X0 Unified Communications License	2	\$0.00	\$0.00		
11	CON-SNT-VG320ICV SNTC-8X5XNBD Cisco VG320 - Modular 48 FXS Port Voice (1 years)	2	\$757.36	\$1,514.72		
12	Replacement for EOL VG202 Analog Gateways					
13	VG202XM Cisco VG202XM Analog Voice Gateway	3	\$525.25	\$1,575.75		
14	SVG2XIPV-15603M Cisco VG20X Series IOS IP VOICE	3	\$0.00	\$0.00		
15	CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	3	\$0.00	\$0.00		



2500 West Loop South ste 410/510
 Houston, TX 77027
 USA
 1-210-887-1994
 PO@netsync.com

Quote #:	AAAQ85169-04
Date:	May 8, 2020

#	Part	Description	Qty	Unit Price	Ext. Price
16	CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	3	\$0.00	\$0.00
17	PWR 30W AC	Power Supply 30 Watt AC	3	\$0.00	\$0.00
18	CON-SNT-VG202XM	SNTC-8X5XNBD Cisco VG202XM Analog (1 years)	9	\$55.44	\$498.96
19		UCS Servers			
20	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	2	\$28,480.61	\$56,961.22
21	BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server	4	\$0.00	\$0.00
22	BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter	4	\$0.00	\$0.00
23	BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1	2	\$0.00	\$0.00
24	BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB cache	2	\$0.00	\$0.00
25	BE7K-DISK	300GB 12G SAS 10K RPM SFF HDD	48	\$0.00	\$0.00
26	R2XX-RAID5	Enable RAID 5 Setting	2	\$0.00	\$0.00
27	BE7K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	24	\$0.00	\$0.00
28	BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	4	\$0.00	\$0.00
29	VMW-VS6-CVSTD-K9	Embedded License, Cisco Collab Virt. Standard 6.x (2-socket)	2	\$1,814.45	\$3,628.90
30	CON-ECMU-VMWVS6CV	SWSS UPGRADES Embedded License, Cisco Collab Virt. Sta (1 years)	2	\$276.21	\$552.42
31	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	4	\$0.00	\$0.00
32	CON-SNT-BE79M5KH	SNTC-8X5XNBD Cisco Business Edition 7000H (M5) Applia (1 years)	2	\$369.55	\$739.10
33	UCSC-PCIE-ID10GF=	Intel X710-DA2 dual-port 10G SFP+ NIC	2	\$727.25	\$1,454.50
34		Labor			
35	NET-PRO-SRVC	Installation & Deployment per SoW. UC: Voice Migration	4	\$3,835.59	\$15,342.36



2500 West Loop South ste 410/510
 Houston, TX 77027
 USA
 1-210-887-1994
 PO@netsync.com

Quote #:	AAAQ85169-04
Date:	May 8, 2020

#	Part	Description	Qty	Unit Price	Ext. Price
36		***Cisco Systems DIR-TSO-4167***	1	\$0.00	\$0.00

Quote is valid for 60 days

SubTotal	\$95,797.95
Tax/VAT	\$0.00
Shipping	\$0.00
TOTAL	\$95,797.95

Agreed By

By signature below, Client and Netsync acknowledge and agree to this statement of work (SOW).

Karl Houston

Client Contact Signature

Netsync Contact Signature

Karl Houston

Printed Name

Printed Name

Executive Director

Title

Title

City of Killeen

Netsync Network Solutions

Company Name

Company Name

06/05/2020

Date

Date

About Netsync Network Solutions

Netsync Network Solutions is a HUB-certified (HUB), minority-owned (MBE) and women-owned small business (WOSB) value-added reseller (VAR), specializing in comprehensive IT life cycle solutions, including collaboration, data center, cloud, network infrastructure, wireless, physical and network security, end-user computing and VDI, optical/WAN, and managed services.

Based in Houston, TX, with satellite locations across the United States, Netsync uses a blended approach that is both consultative and collaborative. We work with our clients to assess their needs, architect innovative technology solutions to meet those needs, and offer 24/7 access to our team of engineering experts who exceed clients' expectations. This approach has earned Netsync numerous customer service excellence awards and recognition as a progressive partner that introduces the newest, best-of-breed products and solutions to clients.

As a Cisco Gold, Master Collaboration, and Master Security Partner; an HP and Intel Platinum Partner; and holding certifications and specializations from many of the industry's top best-of-breed manufacturers, Netsync has built its reputation serving the public sector/SLED market. We have extensive experience deploying complex IT solutions for K-12 and higher education institutions, civic organizations, municipalities, and government agencies. Enterprise focuses on large-scale implementations for corporate clients across a diverse array of industries, including financial services, energy, healthcare, retail, manufacturing, and service provider.

Regardless of vertical, Netsync is dedicated to helping clients take full advantage of their technology investments. We provide advanced end-to-end IT solutions that align with an organization's strategic objectives to enhance productivity, increase efficiency, reduce cost, and drive growth.

Corporate HQ: Netsync Network Solutions
2500 West Loop South, Suite 410
Houston, TX 77027

O: 713.218.5000 | F: 713.664.9964 | T: 866.974.5959 | W: www.netsyncnetwork.com

Signature Certificate

Document Ref.: U8XFH-MASMO-XUFVI-2EWHK

Document signed by:

	<p>Karl Houston Verified E-mail: khouston@netsync.com</p> <p>IP: 107.139.56.91 Date: 05 Jun 2020 16:19:42 UTC</p>	 
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Document completed by all parties on:

05 Jun 2020 16:19:42 UTC

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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.
- b. **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.
- c. **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.



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.

- b. **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:

	<i>Nicole Nordhougen</i>
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
	06/05/2020
Date	Date

Order

Term Date

The Initial Term of this Agreement shall be from 07/01/2020 (“Start Date”) and continue through 06/30/2023 (“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 (28,532.00) Contract: 3.00 Years					
FLEX					
A-FLEX-PUBLICSECT	Flex Public Sector	36	01	00.00	00.00
A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	36	600	142.66	85,596.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	36	01	00.00	00.00
A-FLEX-TMS-250USR	TMS 250 System License (1)	36	02	00.00	00.00
A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	36	01	00.00	00.00
A-FLEX-TMS-SN	TMS Serial Number (1)	36	01	00.00	00.00
A-FLEX-SME-10X	Session Manager v10 (1)	36	240	00.00	00.00
A-FLEX-SRSTEP	SRST Endpoints (1)	36	720	00.00	00.00
A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	36	08	00.00	00.00
A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	36	04	00.00	00.00
A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	36	04	00.00	00.00
A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	36	04	00.00	00.00
A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	36	08	00.00	00.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	36	30	00.00	00.00
A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	36	840	00.00	00.00
A-FLEX-EXP-ROOM	Expressway Room Registration (1)	36	06	00.00	00.00
A-FLEX-CUCILYNC	CUCILYNC (1)	36	72	00.00	00.00
A-FLEX-JABBER	Jabber (1)	36	300	00.00	00.00
A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	36	01	00.00	00.00
A-FLEX-P-UCM-10X	Unified Communications Manager v10 License (1)	36	720	00.00	00.00
A-FLEX-P-TPRM-10X	Telepresence Room v10 License (1)	36	06	00.00	00.00
A-FLEX-P-ESS-10X	Essential v10 License (1)	36	60	00.00	00.00
A-FLEX-P-COMMON10X	Common Area v10 License (1)	36	120	00.00	00.00
A-FLEX-P-UCXN-10X	Unity Connection v10 License (1)	36	720	00.00	00.00
A-FLEX-P-ER-10X	Emergency Responder v10 License (1)	36	1,800	00.00	00.00
A-FLEX-MSG-ENT	Messaging Entitlement	36	720	00.00	00.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36	14,400	00.00	00.00
A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	36	720	00.00	00.00
A-FLEX-TMS-PAK	TMS Product Authorization Key (1)	36	01	00.00	00.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	36	01	00.00	00.00
A-FLEX-EXP-KEY	Expressway Release Key (1)	36	08	00.00	00.00

A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	36	01	00.00	00.00
A-FLEX-SW-10X-K9	On-Premises & Partner Hosted Calling SW Bundle v10 (1)	36	01	00.00	00.00
A-FLEX-ER-10X-K9	Emergency Responder SW Bundle v10 (1)	36	01	00.00	00.00
Billing Terms: Annually (2,204.75) Contract: 3.00 Years					
FLEX CC					
A-FLEX-CC	Flex Contact Center	36	01	00.00	00.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	36	01	00.00	00.00
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	36	01	00.00	00.00
A-FLEX-JX-AGT-PAK	CCX Agent Product Authorization Key	36	01	00.00	00.00
A-FLEX-05-12X-K9	On-Premises UCCX Standard & Premium Media Kit v12.0	36	01	00.00	00.00
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent	36	10	583.61	5,836.10
A-FLEX-PJXS-AGT12X	On-Premises UCCX Standard Agent License v12.0	36	10	00.00	00.00
A-FLEX-PJX-SVR12.0	On-Premises UCCX Standard & Premium Server v12.0	36	01	00.00	00.00
A-FLEX-PJXP-AGT12X	On-Premises UCCX Premium Agent License v12.0	36	01	00.00	00.00
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	36	01	778.14	778.14
				Total:	92,210.24

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

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

06/05/2020

Date

Date

Signature Certificate

Document Ref.: BP3ZG-EMCUX-HAZYU-SWF8A

Document signed by:

	<p>Nicole N Verified E-mail: nicole@netsync.com</p> <p>IP: 174.236.138.176 Date: 05 Jun 2020 20:05:12 UTC</p>	<p><i>Nicole Nordhougen</i></p> 
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Document completed by all parties on:
05 Jun 2020 20:05:12 UTC

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End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) or Active User (“AU”) buying models for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

“**Participating Affiliates**” means Your Affiliates whose Meter counts are included on the EUIF.

“**Affiliate**” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. “**Control**” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**End User**”, “**You**” or “**Your**” mean the final purchasing entity as identified on the EUIF.

End User Information	
End User’s full legal name	City of Killeen, Texas
Address of End User’s principal place of business	101 N. College St. Killeen, TX 76541

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
<input checked="" type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

Cisco Collaboration

Additional Defined Terms Used in This Section

“**Employees**” means full or part-time employees of You and Your Participating Affiliates.

“**Contractors**” means non-Employees who (i) work on Your or Your Participating Affiliates’ behalf, (ii) whose work is under Your or Your Participating Affiliates’ control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates’ systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

“**Knowledge Workers**” means You and Your Participating Affiliates’ Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan

Cisco requires customers purchasing Enterprise Agreement or Active User to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase and which are identified on your EUIF.

- Meetings Enterprise Agreement
- Meetings Active User
- Calling Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Flex Plan EA or AU Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a. 600
+ Total quantity of Contractors of the End User and Participating Affiliates	b. 0
= Total Employees and Contractors (add a. and b.)	c. 600
Function name and respective quantity of Employees and Contractors that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of Employees and Contractors that are not considered as Knowledge Workers	d. 0
= Knowledge Worker count (subtract d. from c.)	e. 600

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Function name and respective quantity of faculty/staff that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of faculty/staff that are not considered as Knowledge Workers	b.
= Knowledge Worker faculty/staff count (subtract b. from a.)	c.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	



End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

FOR CISCO COLLABORATION FLEX PLAN AU or CISCO COLLABORATION SPARK AU: I UNDERSTAND THAT IN THE EVENT OF PURCHASE TERMS APPLY TO THE INCLUDED SOFTWARE AND SERVICES.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	Cagle, Kent 
Title	City Manager
Date	06/02/2020
End User Authorized Representative Signature	

Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, “**EA Program Terms**”) govern any Suites that You order under the Cisco Enterprise Agreement Program (“**Purchased Suites**”). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year’s Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

- ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.
- d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:
- i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
6. **True Forward.**
- a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
 - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.

8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.
14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.

18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.
19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
- a. **“Affiliate”** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **“Control”** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **“Approved Source”** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **“Cisco”** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
 - d. **“Cloud Service”** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **“Consume”** or **“Consumption”** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **“EA Program”** has the meaning given to it in the introductory paragraph.
 - g. **“EA Program Terms”** has the meaning given to it in the introductory paragraph.
 - h. **“EA Workspace”** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **“Embedded Software”** means Software that is delivered on newly purchased Cisco hardware.
 - j. **“End User,” “You,”** or **“Your”** means the final purchasing entity as identified on the EUIF.
 - k. **“Enterprise-wide Commitment”** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
 - l. **“Entitlement”** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
 - m. **“Enrollment”** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
 - n. **“Enrollment Description”** means the supplemental program terms and description governing an Enrollment.

- o. **“EUIF”** means the End User Information Form for the Purchased Suite.
- p. **“EULA”** mean’s Cisco End User License Agreement, available at cisco.com/go/eula.
- q. **“Growth Allowance”** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
- r. **“Importation Fee”** means an import duty or tax on the purchase of Cisco hardware.
- s. **“Initial Entitlement”** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **“Initial Growth Cap”** means 105% of the Initial Entitlement.
- u. **“Licensing Documents”** means the EULA and SEULAs for the Software and UCA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **“Meter”** means the unit of measurement for Software or Cloud Services Consumption.
- w. **“OD”** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **“Participating Affiliates”** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **“Purchased Suites”** has the meaning given to it in the introductory paragraph.
- z. **“Services”** means both Cloud Services and Support Services.
- aa. **“SEULA”** means the supplemental licensing terms governing Software.
- bb. **“Software”** means the Cisco software listed in the applicable Enrollment Description.
- cc. **“Suite”** means a combination of Software and Services in an Enrollment.
- dd. **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- ee. **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ff. **“Support Services”** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- gg. **“Term”** means the duration of the EA Program Terms.
- hh. **“True Forward”** means an annual adjustment to account for exceeding the previous year’s Entitlement.
- ii. **“UCA”** means Cisco’s Universal Cloud Agreement, available at cisco.com/go/uca.

Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex Teams	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; UCA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“**Deployed Knowledge Worker**” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex Teams client, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. If at any time during the Term You change a Deployed Knowledge Worker’s deployment type, You may be required to pay additional applicable fees immediately upon such change. “**Knowledge Worker**” means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. “**Student**” means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.



No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contract is valued at \$100,000 or more to be paid wholly or partly from public funds.

“Boycott Israel” is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Angela Melone

Printed Name

6/2/2020

Date

Netsync Network Solutions

Company Name

Title