

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
	06 / 07 / 2023
Date	Date

Order

Term Date

The Initial Term of this Agreement shall be from 06/30/2023 ("Start Date") and continue through 06/29/2026 ("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 (58,842.63) Contract: 3.00 Years					
EA Bundle					
ELA2-M	Cisco EA BUNDLE	36	1	00.00	00.00
E2F-SEC-AMP4EP	Cisco EA 2.0 Choice - Security Suites - AMP4E Essentials	36	1	00.00	00.00
E2SF-P-AMP-EP-10	Sec EA 2.0 Choice AMP Endpoints Essentials 10pk	36	100	478.80	47,880.00
SVS-EA2-AMPE-SUP-E	ENHANCED SUPPORT FOR AMP ENDPOINTS	36	1	10,059.48	10,059.48
E2F-SEC-ANYCONN	Cisco EA 2.0 Choice - Security Suites- Anyconnect	36	1	00.00	00.00
E2SF-A-AC-APEX-10	Security EA 2.0 Choice AnyConnect Apex License 10pk	36	50	67.68	3,384.00
SVS-EA2-ANYC-SUP-E	ENHANCED SUPPORT FOR ANYCONNECT WITH FTD ONLY	36	1	581.40	581.40
E2F-SEC-ISE3	Cisco EA 2.0 Choice - Security Suites- ISE 3.0	36	1	00.00	00.00
E2SF-I-ISE-ADV-10	Cisco Security EA 2.0 Choice ISE Advantage Subscription 10pk	36	13	145.44	1,890.72

E2SF-I-ISE-ESS-10	Cisco Security EA 2.0 Choice ISE Essentials Subscription 10p	36	190	30.24	5,745.60
E2SF-I-ISE-PREM-10	Cisco Security EA 2.0 Choice ISE Premier Subscription 10pk	36	80	243.36	19,468.80
SVS-EA2-ISE3-SUP-E	Cisco EA 2.0 Choice - ISE 3.0 - Enhanced SW Support	36	1	4,668.12	4,668.12
E2F-SEC-NGFW	Cisco EA 2.0 Choice - Security Suites-NGFW	36	1	00.00	00.00
E2SF-F-FPR1120T-T	Sec EA 2.0 Choice FPR1120 Threat Defense Threat	36	2	915.12	1,830.24
E2SF-F-FPR3110T	Sec EA 2.0 Choice FPR3110 Threat Defense Threat, Malware,URL	36	2	19,828.80	39,657.60
SVS-EA2-NGFW-SUP-E	ENHANCED SUPPORT FOR NEXT-GEN FIREWALL	36	1	8,712.36	8,712.36
E2F-SEC-UMBDNSA	Cisco EA 2.0 Choice - Security Suites-Umbrella DNS Advantage	36	1	00.00	00.00
E2SF-U-DNS-R-ADV	Sec EA 2.0 Choice Umbrella DNS Advantage	36	1000	53.64	53,640.00
SVS-EA2-SIG-SUPT-E	Umbrella Support for DNS/SIG Packages - Enhanced	36	1	6,395.76	6,395.76
				Total:	176,527.88

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

Customer is entitled to a 10% growth rate over the duration of the contract. 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
	06 / 07 / 2023
Date	Date

Signature Certificate

Reference number: 73DQX-A8HZJ-BEAQ9-WYPC7

Signer

Nicole Nordhougen

Email: nicole@netsync.com

Sent:

Viewed:

Signed:

Timestamp

07 Jun 2023 19:27:00 UTC

07 Jun 2023 20:40:29 UTC

07 Jun 2023 20:41:53 UTC

Signature

Nicole Nordhougen

Recipient Verification:

✓ Email verified

07 Jun 2023 20:40:29 UTC

IP address: 184.99.165.129

Location: Fargo, United States

Document completed by all parties on:

07 Jun 2023 20:41:53 UTC

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Quote #:	AAAQ393959
Date:	05/30/2023
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Killeen CBailey@killeentexas.gov 254.501.7600	Lori Endsley lendsley@netsync.com	Thomas McClanahan tmccclanahan@netsync.com 512.656.9424

Please send purchase order to: **PO@netsync.com**

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	176,527.88

EA Bundle (06/30/2023 - 06/29/2026)

1.0	ELA2-M	Cisco EA BUNDLE	1	0.00	0.00
1.1.0	E2F-SEC-AMP4EP	Cisco EA 2.0 Choice - Security Suites - AMP4E Essentials	1	0.00	0.00
1.1.1.0	E2SF-P-AMP-EP-10	Sec EA 2.0 Choice AMP Endpoints Essentials 10pk Unit Price: 13.30 Each per Month Duration: 3 Years, Billing Frequency: Yearly	100	478.80	47,880.00
1.1.2.0	SVS-EA2-AMPE-SUP-E	ENHANCED SUPPORT FOR AMP END POINTS Unit Price: 279.43 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	10,059.48	10,059.48
1.2.0	E2F-SEC-ANYCONN	Cisco EA 2.0 Choice - Security Suites- Anyconnect	1	0.00	0.00
1.2.1.0	E2SF-A-AC-APEX-10	Security EA 2.0 Choice AnyConnect Apex License 10pk Unit Price: 1.88 Each per Month Duration: 3 Years, Billing Frequency: Yearly	50	67.68	3,384.00
1.2.2.0	SVS-EA2-ANYC-SUP-E	ENHANCED SUPPORT FOR ANYCONNECT WITH FTD ONLY Unit Price: 16.15 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	581.40	581.40
1.3.0	E2F-SEC-ISE3	Cisco EA 2.0 Choice - Security Suites- ISE 3.0	1	0.00	0.00
1.3.1.0	E2SF-I-ISE-ADV-10	Cisco Security EA 2.0 Choice ISE Advantage Subscription 10pk Unit Price: 4.04 Each per Month Duration: 3 Years, Billing Frequency: Yearly	13	145.44	1,890.72
1.3.2.0	E2SF-I-ISE-ESS-10	Cisco Security EA 2.0 Choice ISE Essentials Subscription 10p Unit Price: 0.84 Each per Month Duration: 3 Years, Billing Frequency: Yearly	190	30.24	5,745.60
1.3.3.0	E2SF-I-ISE-PREM-10	Cisco Security EA 2.0 Choice ISE Premier Subscription 10pk Unit Price: 6.76 Each per Month Duration: 3 Years, Billing Frequency: Yearly	80	243.36	19,468.80
1.3.4.0	SVS-EA2-ISE3-SUP-E	Cisco EA 2.0 Choice - ISE 3.0 - Enhanced SW Support Unit Price: 129.67 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	4,668.12	4,668.12
1.4.0	E2F-SEC-NGFW	Cisco EA 2.0 Choice - Security Suites- NGFW	1	0.00	0.00
1.4.1.0	E2SF-F-FPR1120T-T	Sec EA 2.0 Choice FPR1120 Threat Defense Threat Unit Price: 25.42 Each per Month Duration: 3 Years, Billing Frequency: Yearly	2	915.12	1,830.24
1.4.2.0	E2SF-F-FPR3110T	Sec EA 2.0 Choice FPR3110 Threat Defense Threat, Malware,URL Unit Price: 550.80 Each per Month Duration: 3 Years, Billing Frequency: Yearly	2	19,828.80	39,657.60
1.4.3.0	SVS-EA2-NGFW-SUP-E	ENHANCED SUPPORT FOR NEXT-GEN FIREWALL Unit Price: 242.01 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	8,712.36	8,712.36
1.5.0	E2F-SEC-UMBDNSA	Cisco EA 2.0 Choice - Security Suites-Umbrella DNS Advantage	1	0.00	0.00
1.5.1.0	E2SF-U-DNS-R-ADV	Sec EA 2.0 Choice Umbrella DNS Advantage Unit Price: 1.49 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1000	53.64	53,640.00
1.5.2.0	SVS-EA2-SIG-SUPT-E	Umbrella Support for DNS/SIG Packages - Enhanced Unit Price: 177.66 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	6,395.76	6,395.76

Quote #:	AAAQ393959
Date:	05/30/2023
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
Credit					
2.0	Credit	Credit	-1	27,386.20	-27,386.20

Notes: 220047934-144810-04

Cisco EA Bundle
Cisco Systems TX DIR-TSO-4167

Total	176,527.88
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	176,527.88