

**TO:** City of New Braunfels  
Steve Daggett  
473 S Castell Ave  
New Braunfels, TX 78130  
  
sdaggett@nbtexas.org  
(p) 830-221-4334

**FROM:** Presidio Networked Solutions Group, LLC  
Jen Eckhardt  
777 E. Sonterra Blvd.  
Suite 300  
San Antonio, TX 78258  
  
jeckhardt@presidio.com  
(p) 210.245.3804

**Customer#:** CITY0174

**Contract Vehicle:** Texas DIR-TSO-4167 Cisco

**Account Manager:** Jen Eckhardt

**Inside Sales Rep:** Linda Beaver

**Title:** City of New Braunfels - FLEX

**Comments:** Notwithstanding the foregoing, for usage-based services (Usage-Based Services) (i.e. Cisco-provided WebEx or Software as a Service (SaaS) services), the Master Agreement, or following terms and conditions as applicable, and the Cisco terms and conditions for use located at <http://contractdocuments.webex.com/webextermsconditions> shall govern CLIENT'S use of such services.

Cisco WebEx and SaaS Services. Notwithstanding anything else contained herein or in the Master Agreement, in the event of a conflict between the terms governing payment for Usage Based Services below and the Master Agreement, the terms below shall prevail. For Usage-Based services purchased by CLIENT, Presidio shall invoice CLIENT once a month. The invoice for Usage-Based services will vary from month to month based upon CLIENT's usage and shall include all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

Usage-Based Services. Term and Termination of Orders. The "Initial Term" of an order for Usage-Based Services ("Order") starts on the date the Usage-Based Services are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law or unless the Order states otherwise, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew the Usage-Based Services at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services. If CLIENT agrees with the fee changes, CLIENT 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 sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice.

Usage-Based Services/Multi-Year OEM Agreement Non-Appropriation. In the event of a non-appropriation of funds, and CLIENT's written request within at least seventy-five (75) days prior to expiration of an annual subscription term, PRESIDIO shall pass-through the applicable OEM Non-Appropriation Policies and will permit the right to terminate the remainder of the multi-year subscription without any penalties to the extent permitted by the applicable OEM, provided CLIENT complies with the applicable OEM requirements. Notwithstanding the foregoing, PRESIDIO will not refund any subscription amount paid upfront for a certain annual subscription term.

#	Part #	Description	Unit Price	Qty	Ext Price
<b>A-FLEX-3</b>		<b>Initial Term:</b> 60 months	<b>Billing Model:</b> Annual		
		<b>Auto-Renewal Term:</b> Do Not Renew	<b>Requested Start Date:</b> 03/04/2021		
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
<b>Recurring Charges</b>					
2	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 60 months	\$0.00

3	A-FLEX-EAPL	EntW On-Premises Calling	\$4.50	304 Each for 60 months	\$82,080.00
4	A-FLEX-PL-COMMON	On-Premises Common Area Add-on	\$2.25	32 Each for 60 months	\$4,320.00
5	A-FLEX-SME11	Session Manager v11 (1)	\$0.00	1 Users for 60 months	\$0.00
6	A-FLEX-SRST-E	SRST Endpoints (1)	\$0.00	397 Users for 60 months	\$0.00
7	A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	\$0.00	1 Users for 60 months	\$0.00
8	A-FLEX-P-UCM11	Unified Communications Manager v11 License (1)	\$0.00	365 Users for 60 months	\$0.00
9	A-FLEX-P-ACC-11X	Access v11 License (1)	\$0.00	61 Users for 60 months	\$0.00
10	A-FLEX-P-CA-11X	Common Area v11 License (1)	\$0.00	184 Users for 60 months	\$0.00
11	A-FLEX-P-UCXN11	Unity Connection v11 License (1)	\$0.00	365 Users for 60 months	\$0.00
12	A-FLEX-P-ER-11	Emergency Responder v11 License (1)	\$0.00	912 Users for 60 months	\$0.00
13	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	1 Users for 60 months	\$0.00
14	A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	\$0.00	1 Users for 60 months	\$0.00
15	A-FLEX-SW-11.5-K9	On-Premises & Partner Hosted Calling SW Bundle v11.5 (1)	\$0.00	1 Users for 60 months	\$0.00
16	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	365 Users for 60 months	\$0.00
17	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	365 Users for 60 months	\$0.00
18	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	7296 Users for 60 months	\$0.00
19	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	365 Users for 60 months	\$0.00
20	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	16 Users for 60 months	\$0.00
Recurring Annual Charges:					\$17,280.00
Total Recurring Charges:					\$86,400.00
Total:					\$86,400.00
			Sub Total:	\$86,400.00	
			Grand Total:	\$86,400.00	

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.  
State of Texas Vendor ID 17605152499  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
Prices may NOT include all applicable taxes and shipping charges  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions Group, LLC  
7701 Las Colinas Ridge #600,  
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:  
Texas DIR-TSO-4167  
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKD05; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date