

TO: City of New Haven
Malinda Figueroa
200 Orange Street
New Haven, CT 06510

purchasing@newhavenct.gov
(p) 203-946-8201
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FROM: Presidio Networked Solutions Group, LLC
Fatima Khan
200 Glastonbury Blvd.
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Glastonbury, CT 06033

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Customer#: CITYO497

Contract Vehicle: Usage-Based Services

Account Manager: Vinnie Graziano

Inside Sales Rep: Fatima Khan

Title: City of New Haven-Zoom Voice

Comments: 60 Month Term
Annual Billing: \$11,701.41 per year
Auto Renewal: 12 Months
City of New Haven must inform Presidio at least 60 days ahead of renewal if wishing to cancel

Zoom Terms (<https://explore.zoom.us/en/terms/>)

#	Part #	Description	Unit Price	Qty	Ext Price
Year 1					
1	ZP-USCA-UN-10-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 2 (10-99 Users). Comments: Qty: 60	\$150.88	60.00	\$9,052.80
2	PAR2-ZP-COMM-1YR	Zoom Phone Common Area Annual Tier 2 (10-99 Users) Comments: Qty: 36	\$40.24	36	\$1,448.64
3	ZP-PRO-PAYG-USG-1-1YP	Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay Comments: Qty: 1	\$1,200.00	1	\$1,200.00
4	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage Comments: Qty: 1	\$0.00	1	\$0.00
5	ZP-PAYG-USG-OVG	Zoom Phone Pay As You Go Usage - Overage Fee Comments: Qty: 1	\$0.00	1	\$0.00
Total (Year 1):					\$11,701.44
Year 2					
6	ZP-USCA-UN-10-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 2 (10-99 Users). Comments: Qty: 60	\$150.88	60.00	\$9,052.80
7	PAR2-ZP-COMM-1YR	Zoom Phone Common Area Annual Tier 2 (10-99 Users) Comments: Qty: 36	\$40.24	36	\$1,448.64
8	ZP-PRO-PAYG-USG-1-1YP	Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay Comments: Qty: 1	\$1,200.00	1	\$1,200.00
9	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage Comments: Qty: 1	\$0.00	1	\$0.00
10	ZP-PAYG-USG-OVG	Zoom Phone Pay As You Go Usage - Overage Fee Comments: Qty: 1	\$0.00	1	\$0.00
Total (Year 2):					\$11,701.44
Year 3					

11	ZP-USCA-UN-10-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 2 (10-99 Users).	\$150.88	60.00	\$9,052.80
		Comments: Qty: 60			
12	PAR2-ZP-COMM-1YR	Zoom Phone Common Area Annual Tier 2 (10-99 Users)	\$40.24	36	\$1,448.64
		Comments: Qty: 36			
13	ZP-PRO-PAYG-USG-1-1YP	Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay	\$1,200.00	1	\$1,200.00
		Comments: Qty: 1			
14	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	\$0.00	1	\$0.00
		Comments: Qty: 1			
15	ZP-PAYG-USG-OVG	Zoom Phone Pay As You Go Usage - Overage Fee	\$0.00	1	\$0.00
		Comments: Qty: 1			
Total (Year 3):					\$11,701.44
Year 4					
16	ZP-USCA-UN-10-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 2 (10-99 Users).	\$150.88	60.00	\$9,052.80
		Comments: Qty: 60			
17	PAR2-ZP-COMM-1YR	Zoom Phone Common Area Annual Tier 2 (10-99 Users)	\$40.24	36	\$1,448.64
		Comments: Qty: 36			
18	ZP-PRO-PAYG-USG-1-1YP	Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay	\$1,200.00	1	\$1,200.00
		Comments: Qty: 1			
19	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	\$0.00	1	\$0.00
		Comments: Qty: 1			
20	ZP-PAYG-USG-OVG	Zoom Phone Pay As You Go Usage - Overage Fee	\$0.00	1	\$0.00
		Comments: Qty: 1			
Total (Year 4):					\$11,701.44
Year 5					
21	ZP-USCA-UN-10-1YP	Zoom Phone Pro with Phone Number and US/Canada Unlimited Calling Plan Annual Tier 2 (10-99 Users).	\$150.88	60.00	\$9,052.80
		Comments: Qty: 60			
22	PAR2-ZP-COMM-1YR	Zoom Phone Common Area Annual Tier 2 (10-99 Users)	\$40.24	36	\$1,448.64
		Comments: Qty: 36			
23	ZP-PRO-PAYG-USG-1-1YP	Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay	\$1,200.00	1	\$1,200.00
		Comments: Qty: 1			
24	ZP-PAYG-USG	Zoom Phone Pay As You Go Usage	\$0.00	1	\$0.00
		Comments: Qty: 1			
25	ZP-PAYG-USG-OVG	Zoom Phone Pay As You Go Usage - Overage Fee	\$0.00	1	\$0.00
		Comments: Qty: 1			
Total (Year 5):					\$11,701.44
			Sub Total:		\$58,507.20
			Grand Total:		\$58,507.20

TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

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 https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio.

Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment. Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement. 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 indemnify and 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.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.

3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.

4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.

8. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

9. 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.

10. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

11. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.

12. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

14. Quote is valid for 30 days from the date shown on quotation.

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

Customer Signature

Date