

State of Texas
Collin County
Commissioners Court

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Court Order
2019-827-09-23

An order of the Collin County Commissioners Court approving a request to award a contract for products or services to be provided to the county.

In accordance with Texas Local Government Code section 262.027, the Collin County Commissioners Court hereby approves a request to award a contract for the following products or services to be provided to the county: *Cisco Flex Maintenance (Contract No. 2019-368)* to Netsync Network Solutions, Inc. through DIR Contract DIR-TSO-4167, approves an agreement with Key Government Finance, and Software as a Subscription Agreement with Netsync Network Solutions, Inc., and further authorizes the Purchasing Agent to finalize and execute same, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, September 23, 2019.



Chris Hill, County Judge

Abstained
Susan Fletcher, Commissioner, Pct 1


Cheryl Williams, Commissioner, Pct 2




Darrell Hale, Commissioner, Pct 3


Duncan Webb, Commissioner, Pct 4


ATTEST: Stacey Kemp, County Clerk

Software as a Service (SaaS) Agreement

Software as a Service (SaaS) Agreement (Webex Terms and Conditions)

This **Software as a Service (SaaS) Agreement** (“Agreement”) between Netsync Network Solutions (“Netsync”) and Collin County - Texas (“Client”) relates to the performance of certain services (“Services”) by Netsync on behalf of Client. The details of these Services and related terms and conditions shall be documented in addendums to this Agreement in the form of “Attachments” or “Specifications.” The fundamental purpose of the main body of this Agreement is to define those terms and conditions that do not change as individual Specifications are added. In the event that terms and conditions defined in a particular Specification contradict the terms of the main body of this Agreement, the terms defined in the Specification shall control. BY SIGNING (ELECTRONICALLY OR MANUALLY) THIS AGREEMENT OR AN ORDER FOR THE SERVICES THAT REFERENCES OR INCORPORATES THIS AGREEMENT, OR BY USING THE SERVICES. IF YOU ACCEPT THIS AGREEMENT FOR AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT.

1. Definitions.

“**Affiliate**” is any entity that one of us Controls or that Controls one of us. “Control” means: (a) that entity directly or indirectly owns more than 50% of one of us; or (b) that entity has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

“**Approved Source**” means Cisco or a Cisco authorized reseller, distributor or systems integrator.

“**Beta Services**” means a “beta” or pilot version of part or all of a Service which is not a final release and which may exhibit errors or other inconsistencies.

“**Cisco**” means Cisco Systems, Inc. or its applicable Affiliate (including, but not limited to, Webex).

“**Content**” means all visual, written or audible communications, files, data documents, videos, recordings, or any other material displayed, posted, uploaded, stored, exchanged or transmitted on or through Your use of the Services or otherwise provided on a Site.

“**Documentation**” means the technical documentation describing the Services, which may be in electronic or hard copy form.

“**Feedback**” means all spoken or written communications You provide Us regarding the Services.

“**Marks**” means trade names, logos and other trademarks or service marks.

“**Order**” means an ordering document that identifies the duration, type and quantity of the Services You order under this Agreement and the associated fees. The Order will attach or include a link to the applicable Service Description and/or Documentation.

“**Personal Information**” means any information that can be used to identify an individual as described in Cisco’s Privacy Statement.



“Privacy Statement” means Cisco’s then current statement regarding its treatment, use and protection of Your Content and Submission Data, located at:

<http://www.cisco.com/web/siteassets/legal/privacy.html> and includes any applicable Service-specific supplemental privacy information.

“Services” means a Cisco software as a service (SaaS) offering that You purchase with an Order, as described in the applicable Service Description and/or any associated Documentation.

“Service Description” means a description of the business and additional terms of the applicable Service(s) that is attached to or references this Agreement (currently located at <http://www.cisco.com/go/servicedescriptions>, or at another URL designated by Cisco), which is incorporated into this Agreement. A Service Description provides an overview of the Service(s), business terms, and any additional terms related to the Service(s).

“Site” means a website or online space related to the Services.

“Software” means any software We provide You, for Your use with the Services.

“Submission Data” means certain technical data and related usage information that may be collected by certain Services or submitted by You, as set forth in the applicable Service Description. For clarity Submission data excludes Content but may include references to Content (e.g., an error submission report may reference that the User was attempting to upload a video file).

“Term” means the length of time You can use the Services as specified in this Agreement or an Order.

“User” means You and Your employees, contractors, agents and/or third parties (invited by You) who use the Services.

“We,” “Our” or “Us” means Cisco.

“Webex” means Cisco Webex and/or its Affiliates.

“You” or “Your” means the individual, company or other legal entity entering into this Agreement, which may include its Affiliates, as set forth in the applicable Order.

2. Scope of Agreement.

This Agreement governs Your access to and use of the Services. We agree to provide You the Services for the Term specified in an Order.

3. Use of the Services.

We grant You a limited right to use the Services for Your internal business or personal use during the Term. You may use the Services only as permitted in this Agreement, the Service Description and the Order. You will not resell, reframe, distribute, use on a timeshare, outsourced, or service bureau basis, or otherwise directly commercialize the sale or lease of the use of the Services.

4. Orders.

Orders are incorporated into this Agreement by this reference. An Order is effective when You sign or accept (whichever happens first) and We provision the Services. Order acceptance may be subject to Our credit approval process. You may need to provide additional information in order to register for and/or use certain Services. You warrant that the information You provide during the registration process is accurate.

5. Affiliates, Approved Sources or Subcontractors.

In certain jurisdictions, We may sell the Services on behalf of a Cisco Affiliate, and/or may have a Cisco Affiliate or subcontractor provide the Services (or some portion of the Services), and/or You may purchase the Services from an Approved Source. While a Cisco Affiliate or subcontractor may provide the Services or some portion of the Services, We are responsible for their performance under this Agreement.

6. Changes to Services.

With prior written notice to You, We may enhance and/or change the features of the Services at Our discretion as long as We do not materially reduce the core functionality of the Services. We also may offer additional optional features and/or functionalities in addition to the "standard" Services at an additional cost.

7. Software and Services License and Restrictions.

You may need to download and install Software to use the Services. If so, We grant You a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software to the extent reasonably required to use the Services and only for the duration that You are entitled to use the Services. You agree that, unless this Agreement or applicable law allows it, You will not (and will not allow third parties invited by You) to:

- a. transfer, sublicense, or assign Your right under this license to any other person or entity, unless expressly authorized by Cisco in writing;
- b. modify or adapt or create derivative works of the Software or Documentation;
- c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except to the extent allowed by applicable law for interoperability purposes;
- d. use the Software to access Services other than the Services You are entitled to use;
- e. republish, frame or distribute the Software or Services to third parties, unless You are an Approved Source for the particular Services; or
- f. supply proprietary information about the Services, including but not limited to screen shots, product documentation, demonstrations, service descriptions, announcements, or feature roadmaps to unauthorized third parties.

You may engage a contractor to assist You with Your implementation or use of the Services so long as: i) the contractor uses the Services according to this Agreement; ii) the contractor acts solely for Your benefit when it uses or implements the Services, and iii) You have a written agreement in place that protects Cisco's intellectual property and proprietary rights. You will be responsible for the acts or omissions of the contractor as it relates to their use or implementation of the Services.

8. Beta Services.

We may offer You the opportunity to use and evaluate Beta Services to get Your Feedback. Beta Services may contain bugs, errors and other problems and You accept the Beta Services "AS-IS." We give You no warranty of any kind and are not responsible for any sort of problems or issues related to Your use of a Beta Services. You may be required to provide Feedback to use Beta Services. We make no representations, promises or guarantees that the Beta Services will ever be generally released. If a Beta Services is discontinued, unless otherwise provided in a separate written agreement, We will give You reasonable advanced notice that the Beta Service is being discontinued so that You can download Your Content. After that, We may suspend or terminate access to the Beta Service and delete any Content or data on the Beta Service without any liability to You.

9. Evaluation Services.

If We give You access to the Services for evaluation purposes, You can only use the Services in a non-production environment and for the period We notify You of in writing. If there is no evaluation period identified, then the Services will be available for 30 days from when You first access the Services. Regardless of any other terms in this Agreement, the Services provided for evaluation purposes are provided "AS-IS" without any express or implied support or warranty of any kind. If You violate this Section, We may charge You fees for Your use.

10. Ancillary and Professional Services.

We will provide training and/or support if it is specified in the Order. If We provide training and/or support, We will provide it as described in the applicable Service Description. If Ancillary services (e.g., training or configuration of the Services) are included as a part of the Services, it will be specified in the Service Description or Order. Those ancillary services will be provided pursuant to the applicable Service Description. If You wish to order professional services (e.g., consulting, transformational services, etc.), those services will be subject to a separate written agreement.

11. Fees and Payment for the Services.

This Section 11 applies to Orders for the Services You place directly with Us. If You order the Services from an Approved Source, Your agreement with the Approved Source will provide the applicable payment terms.

- a. **Payment Terms.** The fees for the Services are described in the Order. The fees may also include overage amounts or per use charges, which will be described in the Order, and You agree to pay these amounts or charges if You incur them. You will pay invoices for the Services in accordance with Texas Government Code 2251.
- b. **Late Payment.** Late payment fees will be made in accordance with Texas Government Code 2251.
- c. **Fee Disputes.** You may withhold amounts that You reasonably and in good faith dispute as to the amounts owed. You will pay any undisputed fees. If You withhold any payment due to a dispute, You must notify Us in writing of any disputed fees within 15 days of the invoice date and provide Us with written details about why You dispute the invoice. After We receive notice of the dispute, We will work with You in good faith to resolve the dispute. If we are unable to

resolve the dispute within 30 days, Cisco may terminate the Services after giving You an additional 10 days' advance written notice.

- d. **Taxes.** You shall pay all sales, value added, general standard and similar taxes (exclusive of taxes based on Our net income), levies, duty, or charges imposed by any governmental authority, related to or arising from Our providing or Your use of the Services. Cisco reserves the right to gross up the price for the Services in any invoice if a withholding prevents Cisco from receiving the amount specified in such invoice.

12. 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 You 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 You notify Us in writing that You do not want to renew the Services at least 30 days before the end of the Initial or then current Renewal Term. If the fees will change for the Renewal Term, Cisco will notify You reasonably in advance of the Renewal, and in time for You to accept or reject renewing the Services. If You agree with the fee changes, You 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 30 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 in effect and You will pay for the Services until the end of current Initial or Renewal Term, regardless of when You provided notice.
- b. **Term and Termination of Agreement.** This Agreement starts on the date You submit Your first Order. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, with or without cause, effective when all of Your 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 30 days after receiving written notice of the breach.
- c. **Events Upon Termination.** If this Agreement is terminated for any reason, subject to the Cisco Acceptable Use Policy (described below): (i) We will make Your lawful Content available to You for a reasonable period of time and (ii) You will pay Us for the Services(s) provided up to the date of termination.
- d. **Survival.** The following provisions will survive the expiration or termination of this Agreement: Sections 7 and any payment provisions set forth in the Order (as to amounts due and owing as of this Agreement's expiration or termination date), 11, 12(c), 12(d), 14 (to the extent Cisco has such information), 15, 16, 17, 18 and 19. Upon any termination of this Agreement, You must cease any further use of the Services and destroy any copies of Software within Your control.

13. Credentials.

You agree to promptly notify Us of any unauthorized use of Your account of which You become aware. You agree to use at least reasonable means to protect Your account name, password and other login information from unauthorized disclosure or use by third parties.

14. Privacy and Data Protection.

- a. **Content.** We will not monitor Content, except: (i) as needed to provide, support or improve the provision of the Services, (ii) investigate potential or suspected fraud, (iii) where instructed or permitted by You, or (iv) as otherwise required by law or to exercise or protect Our legal rights.
- b. **Data Protection and Data Privacy.** We will collect, use and process Content and Submission Data only in accordance with Cisco's Privacy Statement (which is incorporated into this Agreement by reference) and to the extent reasonably required to provide the Services. We will also comply with all applicable data privacy laws in the performance of the Services. As a part of that compliance, We will use at least industry standard technical, procedural and physical means to protect against unauthorized access, use or disclosure of Personal Information. Unless a Service Description explicitly states otherwise, We may transfer, copy, backup and store Your Content and Submission Data in the United States or other countries or jurisdictions outside Your country as a part of the Services. We will obtain appropriate agreements with Our Affiliates, subcontractors and agents consistent with this Agreement and Our Privacy Statement. Additional information about Our privacy practices may be in the applicable Documentation and Service Description, and in Our Privacy Statement.
- c. **Consent.** You are responsible for obtaining consent from Your Users to this collection, use, processing and transfer of Content and Submission Data.
- d. **Contact.** You agree that We may contact You via e-mail or otherwise with information relevant to Your use of the Services and Your payment obligations. You also agree to have Your name and/or email address listed in the header of certain communications You initiate through the Services.

15. Content.

- a. **Ownership of Content.** We make no claim to Your Marks and Content and We will not sell Your Content to third parties.
- b. **Responsibility for the Content and Services.** You are solely responsible for Your and Your Users' Content and Your and Your Users' use of the Services. Unless explicitly provided in a Service Description, We are not liable to You, Your Users or Your customers for any loss or damages arising from any Content. We do not endorse and have no control over what Users submit to a Site. We cannot guarantee the accuracy of any Content provided by You or by other users.
- c. **License.** You grant Us a world-wide, royalty-free, sublicensable license to use, modify, reproduce and distribute the Content, only as reasonably required to provide the Services (e.g., Cisco may encrypt Your Content which involves use, reproduction and modification of Your Content). Where the Services include a publicly accessible Site with Your Content, We may also publicly perform or publicly display Your Content. You warrant that You have sufficient, lawful non-infringing rights to the Content and to grant the license contained in this Section.
- d. **Violation.** Unless a Service Description explicitly states otherwise, We do not monitor Your Content, Sites, or Use of the Services. You will comply with the Cisco Acceptable Use Policy ("AUP") located on <http://www.cisco.com> (or as attached to this Agreement), or as otherwise specified in the applicable Service Description. We may investigate any complaints and violations or suspected violations of this Agreement regarding the Content or violations of the

AUP that comes to Our attention. If We reasonably determine there is a breach of this Agreement regarding the Content or a violation of the AUP We may take action without liability to remedy the violation (e.g., refuse to post or remove violating Content, or restricting, suspending, or terminating Your or Your User's access to a Site or Services). We will make commercially reasonable efforts to notify You before taking such actions so that You can remedy the issue. However, We reserve the right to act immediately if We reasonably believe that allowing such Content or use of the Services would expose Us to civil, regulatory or criminal liability. To the extent allowed by law, you agree to indemnify, defend and hold harmless Us from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your or Your Users' violation of the AUP.

16. Warranty and Warranty Disclaimer.

- a. Cisco warrants that the Services will materially comply with its published specifications. If We breach this warranty, We will (at Our option) repair or replace the Services within a reasonable time period or refund the fees for the period in which the Services did not materially conform to its specifications. This is Your only remedy for breach of the warranty above and cannot be used with other relief mechanisms (e.g., You cannot claim a breach of warranty and collect eligible SLA credits for the same event). In order to receive this remedy, You must promptly notify Us of a breach of this warranty. The Service Description may provide for additional or substitute warranties or performance standards if expressly provided for in the Service Description.
- b. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 16, TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE (INCLUDING APPROVED SOURCES) AND OUR SUPPLIERS AND AFFILIATES, (i) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND (ii) MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. IN ADDITION, THE SERVICES ARE NOT DESIGNED OR LICENSED FOR USE IN ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS (E.G., ENERGY FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, LIFE SUPPORT OR WEAPONS SYSTEMS).

17. Limitation of Liability.

Neither party shall be liable for the following:

- a. any indirect, incidental, exemplary, special or consequential damages;
- b. loss or corruption of data;
- c. loss of revenues, profits, goodwill or anticipated sales or savings;
- d. procurement of substitute goods and/or services; or
- e. interruption to business or wasted administrative time.

These exclusions apply regardless of the theory of liability, or whether related to Your use or inability to use the Services, or otherwise. These exclusions apply even if either party has been advised of the possibility of such damages. However, the above exclusions will not apply to Your liability for a material breach by You of Cisco's intellectual or proprietary rights.

To the extent allowed by law, the maximum liability of Cisco (which includes, collectively, its Affiliates, officers, directors, employees, agents, suppliers and licensors) and any Approved Source to You shall not exceed the fees paid by You to Cisco or any Approved Source during the 12 months before the last event that gave rise to Your claim. This limitation of liability applies whether the claims are contract, tort (including negligence), or otherwise. This limitation of liability for Services is in the aggregate and not per incident. Except for Your breach of Cisco's intellectual or proprietary rights, neither party may bring a claim under this Agreement more than 24 months after the event that creates the action or claim.

18. Ownership and Proprietary Rights.

- a. **Ownership.** Cisco and its licensors own all intellectual property rights to the Services, Software and Documentation. This ownership extends to all copies and portions of these items, and all improvements, enhancements, modifications and derivative works to these items. Therefore, Your right to use the Services is a limited right to use, not a transfer of ownership or title, to the Services, Software, and Documentation. Your rights to use the Software and Documentation are limited to those rights expressly granted by this Agreement. You get no other rights to the Software, Documentation, or Services or any related intellectual property rights in the Software.
- b. **Feedback License.** You grant to Us a worldwide, non-exclusive, perpetual, irrevocable license to use or transfer any Feedback You give Us for any purpose. We can also create and distribute any product or service that incorporates Your feedback without paying You any royalties.
- c. **Use of Your Name and Logo.** The Service may allow use of Your Marks with the Service. We may use Your Marks to create a co-branded Site as part of delivery of the Services if so indicated in the Order. Nothing in this Agreement transfers to Us any rights or ownership in or to Your Marks.
- d. **Infringement Concerns.** If You believe that Your copyright or other rights have been infringed by Content on the Services, please contact Our Designated Agent for notice of claims of copyright infringement:

Office of General Counsel
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134
Attn: Copyright Agent
email: DMCAagent@cisco.com

19. General.

- a. **Assignment.** We may assign Our rights and delegate Our obligations in whole or in part to an Affiliate or subcontractor without Your consent. Other than the above, neither party may assign or delegate this Agreement.
- b. **Order of Precedence and Integration.** If any provision of this Agreement and any Service Description(s) or Order conflict, the terms of the Service Description(s) or Order shall control. If any provision of the Order and any Service Description(s) conflict, the terms of the Order shall control. This Agreement (including any documents or sites that are incorporated into the Agreement) is the entire agreement between the parties with respect to the Services and trumps any conflicting or additional terms. Neither party shall be bound by any additional or

different terms from those in this Agreement that might appear in any acknowledgements, purchase orders, quotations, proposals, or in any other communications between us, unless those terms are expressly agreed to by a written signed amendment to this Agreement. Any warranties or representations You relied on to enter into this Agreement are in this Agreement.

- c. **Updates to this Agreement.** We may update the terms of this Agreement from time to time. If We do, We will post the updated terms or will otherwise notify You. If You renew the Term, or purchase additional Services, after the updated Agreement has been posted, You agree to the updated terms unless Your existing Agreement with Us expressly prohibits updating the Agreement by this mechanism.
- d. **Force Majeure.** Except for payment obligations, neither party will be responsible for failure of performance due to causes beyond its reasonable control. Such causes include (without limitation) accidents, severe weather events, acts of God, labor disputes, actions of any government agency, epidemic, pandemic, shortage of materials, acts of terrorism, or the stability or availability of the Internet or connectivity outside of the control of a party.
- e. **Waiver.** Failure to enforce any right under this Agreement will not waive that right.
- f. **Severability.** If any particular term of this Agreement is not enforceable, this will not affect any other terms.
- g. **Legal Compliance.** You will comply with all applicable laws and regulations related to Your receipt and use of the Services. These laws include (without limitation): (a) privacy laws and regulations, (b) laws relating to the recording of communications, (c) laws relating to the use of VoIP-based services, and (d) anti-corruption laws. It is Your sole responsibility to ensure You have the right to use all features of the Services in Your jurisdiction. The Services may not be available in all countries and it may not be available for use in any particular location. We may modify or discontinue Services features to comply with applicable laws and regulations. Cisco will comply with all applicable laws in the provision of the Services to You.
- h. **Press Releases.** Any press release or publication regarding this Agreement is subject to prior written approval of the other party.
- i. **Export Compliance.** The Services and Software are subject to local and extraterritorial export control laws and regulations. You shall comply with such laws and regulations governing use, export, re-export, and transfer of Services and Software and will obtain all required local and extraterritorial authorizations, permits or licenses. You and Your Users will not use the Services from an embargoed country (currently Cuba, Iran, North Korea, Sudan and Syria). You warrant that You and Your Users are not on any U.S. Government denied party list. The export obligations under this Section shall survive the expiration or termination of this Agreement.
- j. **U.S. Government End User Purchasers.** The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause

to the contrary in any agreement into which this Agreement may be incorporated, Government end users will acquire, the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

- k. **Governing Law and Jurisdiction.** The table below identifies the governing law that governs this Agreement (ignoring any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this Agreement based on the service delivery address in the Order. In addition, no person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of Texas, United States of America	State and Federal Courts of Texas
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe, Middle East, Africa, Asia or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	English Courts
All other countries or territories	State of Texas	State and Federal Courts of Texas

Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

- l. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- m. **Governing Language.** This Agreement has been written in the English language, and the parties agree that the English version will govern.
- n. **Third Party Products.** Sometimes when you use the Services, You may also use a service or purchase goods which are provided by another person or company. Your use of these other services or goods may be subject to separate terms between You and the company or person concerned, and You agree that We shall have no liability or obligation relating to those services or goods.
- o. **Notices.** We may provide You with notice via email, regular mail and/or postings on Our website. Notices to Us should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, 95134 unless this Agreement, Service Description or Order specifically allow other means of notice.

Acceptable Use Policy

1. Use of the Software, services web portal, platform, services, applications, (collectively, "Services") provided by Cisco Systems, Inc. or its direct or indirect affiliates ("Cisco") is subject to this Acceptable Use Policy ("Policy"). If there is a conflict between this Policy and the applicable agreement You have with Cisco to obtain the Services ("Agreement"), the Agreement will prevail.
2. This Policy applies to anyone who uses the Services, including without limitation the legal entity or individual doing business with Cisco ("Customer"), and any third party permitted by the Customer to use or access the Services ("End Users"). Customers are required to inform End Users of this Policy. Customers and End Users are referred to in this Policy as "You."
3. Cisco reserves the right to amend or modify this Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on You. By using or accessing the Services, You are agreeing to this Policy.
4. You agree not to use, or encourage, promote, facilitate or instruct others to use the Services to:
 - a. Commit or encourage fraudulent or other illegal activities in violation of any applicable law, regulation, legal agreement or Cisco's published policies
 - b. Infringe or misappropriate any copyright, trademark or other intellectual property, proprietary right, license right, or legal content protections
 - c. Use, store, share, host, copy, distribute, display, publish, transmit or send content that is or may be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable
 - d. Access or probe any network, computer or communications system, software application, or network or
 - e. computing device systems ("Systems") without authorization, including but not limited to breaches, vulnerability scans or penetration testing
 - f. Attack, abuse, interfere with, surreptitiously intercept, or disrupt any users, Systems or services, including but not limited to Denial of Service (DoS), unauthorized monitoring or crawling, distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots)
 - g. Distribute unwanted, unsolicited or harassing mass e-mail or other messages, promotions, advertising, or solicitations ("Spam")
 - h. Alter, forge or obscure mail headers or assume a sender's identity without the sender's express permission, nor collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider
 - i. Disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate the security of the Services

5. Cisco has the right, but does not assume the obligation, to monitor and investigate violations of this Policy. Failure to comply with or breach of this Policy constitutes a material breach of the terms and conditions upon which You are permitted to use the Services, and at any time, may result in Cisco taking any and all actions in its sole discretion and with immediate effect (in its reasonable discretion), up to and including:
 - a. warnings;
 - b. suspending or terminating access to the Services;
 - c. removing or prohibiting access to content that violates this Policy;
 - d. legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - e. further legal action against You; and/or
 - f. disclosure of such information to law enforcement authorities as Cisco reasonably feels is necessary or appropriate.

Cisco excludes and disclaims all liability for actions taken in response to breaches of this Policy. The responses described in this Policy are not limited, and Cisco may take any other action it reasonably deems appropriate.

6. For Customers and End Users under the jurisdiction of the United States Digital Millennium Copyright Act, if You believe that the Services is being used to violate your copyright, please follow our DMCA policy located at http://www.cisco.com/web/siteassets/legal/terms_condition.html. If Your Content has been removed, please see our DMCA policy for the counter-notice process.

Other Terms and Provisions

The parties are and shall be independent entities and nothing in this agreement shall be deemed to cause the creation of an agency, partnership, or joint venture between the parties. No party may assign its rights or obligations under this Agreement without prior written consent of the other party.

Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

Upon request and authorization, Netsync shall act as Client's representative with other third parties to maintain, design, develop, and implement solutions that support Client's technology infrastructure.

No party may assign its rights or obligations under this agreement without prior written consent of the other party.

Any dispute arising from this Agreement shall be governed by the laws of, and determined by the courts of Collin County in the state of Texas.

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

Accepted by:

Michael Rain
Client Contact Signature

Michaelyn Rains
Printed Name

Purchasing Agent
Title

Collin County - Texas
Company Name

10/2/19
Date

PER CO # 2019-827-09-23

Nicole Nordhogen
Netsync Contact Signature

Digitally signed by Nicole Nordhogen
DN: cn=Nicole Nordhogen, o=Netsync Network Solutions,
ou,email=nicolen@netsyncnetwork.com, c=US
Date: 2019.09.26 10:34:20 -0500

Nicole Nordhogen
Printed Name

General Counsel
Title

Netsync Network Solutions
Company Name

9/26/2019
Date

Attachments/Specifications

Term

The term of this Agreement shall be from 7/1/2019 ("Start Date") and continue through 6/30/2022 ("End Date"). This Agreement shall terminate on the End Date and upon fulfillment of all outstanding obligations under the Agreement and associated Specifications. Client's obligations shall include, but not be limited to, complete payment for all Equipment and Services provided or defined in any Specifications and/or Rate Table below. Netsync's obligation shall include, but not be limited to, providing the Product and Services set forth in any Specification and/or Rate Table below.

Payment Terms

Amounts owed to Netsync shall be as indicated below in the "Rate Table." Amounts owed to Netsync shall accrue interest beginning on the thirty-first (31st) day following the receipt of the invoice by Client at the lesser of (i) a simple per annum rate equal to twelve percent (12%) or (ii) the maximum rate permitted by applicable law.

** Late Payment will be made to Key Government Finance.*

Written notice of any disputed charge must be received by Netsync at accounting@netsyncnetwork.com within thirty (30) days of the date of issuance of the invoice in question or Client waives the right to dispute the charge. This notice must include the invoice number in dispute, the items and amounts disputed, and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, Netsync will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in Netsync's favor shall be liable to accrue interest as described above.

Other Terms and Provisions

The parties are and shall be independent entities and nothing in this agreement shall be deemed to cause the creation of an agency, partnership, or joint venture between the parties. No party may assign its rights or obligations under this Agreement without prior written consent of the other party.

Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

Upon request and authorization, Netsync shall act as Client's representative with other third parties to maintain, design, develop, and implement solutions that support Client's technology infrastructure.

Any dispute arising from this Agreement shall be governed by the laws of, and determined by the courts of, the state of Texas.

Rate Table

Manufacturer Part #	Description	Qty.	Unit Price	Extended Cost
A-FLEX-AUCM1-EAL	AU Cloud Meetings Tier 1 purchased with EntW Calling (1)	170	\$733.34	\$124,667.80
A-FLEX-EAPL1-AUM	EntW On-Premises Calling Tier 1 purchased with AU Meetings (1)	1700	\$237.22	\$403,274.00
	Credits	1	\$(386,907.20)	\$(386,907.20)
	Total			\$141,034.60*

*payment made to Key Government Finance

Accepted by:

Michal Klein

Client Contact Signature

Michalyn Rains

Printed Name

Purchasing Agent

Title

Collin County - Texas

Company Name

10/2/19

Date

per court order NO. 2019-827-09-23

Nicole Nordhogen
Digitally signed by Nicole Nordhogen
DN: cn=Nicole Nordhogen, o=Netsync Network Solutions,
ou=Email/colleen@netsyncnetwork.com, c=US
Date: 2019.09.26 10:33:59 -0500

Netsync Contact Signature

Nicole Nordhogen

Printed Name

General Counsel

Title

Netsync Network Solutions

Company Name

9/26/2019

Date