



Updated 02/24/21

TOOELE COUNTY CORPORATON
CONTRACT # 21-02-15

CDW Customer Service Order Form
iland Internet Solutions Corporation

orig contract # 21-02-10

Seller: CDW- Government
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: Tooele County
Initial Subscription Term Length: 34 Months
Subscription Term Start Date: Upon Service Activation

*The subscription term for the Cloud Services will automatically renew for additional terms equal to the Initial Subscription Term (each a "Renewal Term") unless Customer cancels the Cloud Services as set forth below.

Secure Cloud Backup

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
ECS-R-S-VCCWAN	iland Secure Cloud Backup Bundle with Veeam	1.00	USD 0.00000	USD 0.00
ECS-R-S-VCC	iland Secure Cloud Backup with Veeam Cloud Connect (Per GB protected)	50,000.00	USD 0.02693	USD 1,346.67
TOTAL				USD 1,346.67

Total Monthly Recurring Charges: \$1,346.67

Total Annual Billing Charges: \$16,160.04

twelve(12) months after the Service Commencement Date of this Order, the Customer shall have a thirty(30) day window in which time the Customer may terminate this Order without penalty by providing a thirty (30) day advance written notice to the Provider at cancellations@iland.com. Unless this Order is terminated or amended to increase the length of its Initial Term prior to the end of its Initial Term, the Initial Term of this Order shall end on December 30th, 2023

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
2. **PAYMENT** - Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the Implementation Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as "Fees". Billing of the Monthly Fee shall be on a monthly basis and shall begin as soon as iland provides Customer the URL and authentication credentials to log into the ECS Portal(s) which gives the Customer access to the DRaaS service. On a monthly basis throughout the term of each CSO, the Seller will bill for Reserved Resources in advance and for Burst Resources in arrears. Burst resources include, but are not limited to overages for DRaaS replication and usage on CPU, RAM, Storage, Storage performance, and network bandwidth on Cloud Resources. Fees for Burst Resources are calculated by reference to (1) sampling conducted by iland in intervals of no longer than five minutes over the relevant billing period to determine the amount of Burst Resources used by the Customer, and (2) the rate for Burst Resources set out in this CSO. Storage



then-current i-Tech rates according to the i-Tech Schedule for the following: (i) Any work that is requested by the Customer to be performed after iland's usual business hours; and (ii) Any additional services provided by iland relating to Implementation or not specified on the CSO.

3. **ADD-ON ORDERS** – Any orders submitted by Customer to Seller for iland Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable iland Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new iland Cloud Services on behalf of Customer.
4. **TERMINATION** – Customer may terminate a CSO upon 30 days’ advanced written notice to the Seller; provided, however, that if the Customer terminates a CSO pursuant to this Section, the Customer shall pay to the Seller concurrently with such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated. The Seller may terminate a CSO by providing 30 days’ advanced written notice to the Customer. If the Seller terminates a CSO pursuant to this Section following a breach of the Agreement by the Customer, the Customer shall pay to the Seller promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated.
5. **CANCELLATION** – If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer’s notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.
6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
7. **NON-CANCELLABLE/NON-REFUNDABLE** – Subject to Termination section above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from iland Internet Solutions Corporation (“iland”) pursuant to iland’s standard terms and conditions or such other terms as agreed upon by Customer and iland. Customer further acknowledges that iland and not Seller will be responsible for performance of the Cloud Services and the Implementation Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: 

Name: Brittany Lopez

Title: Interim - County Manager

Date: 2-25-2021