

CDW Cloud Service Order Form Lightspeed Systems

Seller: CDW Government LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: PERRIS UNION HIGH SCHOOL DISTRICT
Subscription Term Start Date: Upon Service Activation

Lightspeed Systems Cloud Services	Licensed User Quantity	Fee Per user	Initial Subscription Term	Total Service Fee
LIGHTSPEED WEB FILT W/ADV REP 3Y	11,500	\$6.49	3 years	\$74,635.00

Terms:

- 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 <u>Third Party Cloud Services Terms and Conditions</u>, 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 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, Customer will also be responsible for all additional fees for any 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 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 all additional fees due hereunder are collectively referred to as "Fees".
- 3. <u>ADD-ON ORDERS</u> Any orders submitted by Customer to Seller for Lightspeed Cloud 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 Lightspeed Cloud Service, 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 Lightspeed Cloud Services on behalf of Customer.
- 4. <u>NON-CANCELLABLE/NON-REFUNDABLE</u> The Cloud Services purchased under this Cloud Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
- 5. <u>SERVICE SUSPENSION</u> 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.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services directly from Lightspeed Systems. ("Lightspeed") pursuant to Lightspeed's standard terms and conditions or such other terms as agreed upon by Customer and Lightspeed. Customer further acknowledges that Lightspeed and not Seller will be responsible for performance of the Cloud Services.

Signature: _______ Name: ______

CUSTOMER AUTHORIZED REPRESENTATIVE