Prepared For
City of Princeton
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Prepared By
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Service Description

Important Note

Prior to purchasing new Microsoft licenses:

City of Princeton will be invited to subscribe to SYNNEX Corporation's cloud solutions through Computer Integration Technologies Inc.

City of Princeton will need to authorize Computer Integration Technologies Inc. as your official local reseller through a link provided by CIT.

Customers with current Microsoft 365 accounts:

A City of Princeton user with Global Admin permission will be required to accept this relationship.

Dell Servers

Description	Qty	Price	Ext. Price
PowerEdge R450 Server	1	$6,849.00	$6,849.00

Dell Servers

Description	Qty	Price	Ext. Price
2.5 Chassis SAS/SATA Backplane Trusted Platform Module 2.0 V5 8x2.5" (SAS/SATA) 2 CPU Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 Additional Processor Selected Heatsink for CPU less or equal 165W Heatsink for CPU less or equal 165W Performance Optimized 3200MT/s RDIMMs Unconfigured RAID PERC H755 SAS Front Standard Bezel Front PERC Mechanical Parts, front load Performance BIOS Settings Dell EMC Luggage Tag (x8) UEFI BIOS Boot Mode with GPT Partition Standard Fan x7 No Operating System Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac) Riser Config 1, 2x16LP PowerEdge R450 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0 iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled A11 drop-in/stab-in Combo Rails Without Cable Management Arm (A11) No Media Required No Internal Optical Drive iDRAC9, Enterprise 15G No Systems Documentation, No OpenManage DVD Kit No Quick Sync PowerEdge R450 Shipping PowerEdge R450 x8 Short Drive Shipping Material iDRAC,Factory Generated Password PowerEdge 1U CCC Marking, No CE Marking Dell/EMC label (BIS) for Chassis Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) Dell Hardware Limited Warranty Plus Onsite Service ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years ProSupport 7x24 Technical Support and Assistance 5 Years 16GB RDIMM, 3200MT/s, Dual Rank 1.92TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD			

Subtotal: $6,849.00

Perpetual Licensing

Description	Qty	Price	Ext. Price
Microsoft Windows Server 2025 Standard - 16 Core License Pack	1	$1,176.00	$1,176.00

Perpetual Licensing

Description	Qty	Price	Ext. Price
Windows Server 2022 Standard - 2 Core	4	$134.00	$536.00
		Subtotal:	$1,712.00

Quote Summary

Description	Amount
Dell Servers	$6,849.00
Perpetual Licensing	$1,712.00
Total:	$8,561.00

By signing this quote, it is assumed that CIT will proceed with placing orders for the recommended products and services. Quoted prices are based upon market pricing at the time of the quote. Due to fluctuating market conditions, pricing for third-party hardware, services, and related products are subject to change due to the market pricing in effect at the time of delivery. CIT will make commercially reasonable efforts to communicate with the customer for material price increases prior to delivery.

Beyond the standard configuration and deployment of the tool/service, additional configuration, tuning will be billed T&M.

In addition to billable travel time, customers will be responsible for reimbursing all travel-related expenses, including but not limited to transportation, accommodation, meals, and incidentals, in accordance with the agreed-upon terms outlined in the project contract.

Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.

Please do not pay from quote; taxes, shipping, handling and other fees may apply. Not all items are available for refund or exchange and must be approved by CIT prior to product return. Customers may need to work directly with manufacturers for item returns.

Computer Integration Technologies, Inc.   City of Princeton

Signature: *Nick Lesneski*   Signature: _____

Name: Nick Lesneski   Name: Edward Yost

Title: Account Manager   Date: _____

Date: 02/11/2025

CSP Services Schedule

This CSP Services Schedule ("Schedule") is entered into as of the above signed date ("Effective Date") by and between Computer Integration Technologies, Inc. ("CIT") and Customer. This Schedule is part of and hereby incorporated into the Master Service Agreement ("Agreement") executed by CIT and Customer. All terms used but not defined herein will have the meanings set forth in the Agreement.

1. **Definitions**.
1.1. "Cap" is the total monthly volume of Microsoft services which Customer is permitted to use.
1.2. "Consumption Subscriptions" are licenses billed based on actual usage in the preceding month.
1.3. "Customer Data" means information stored and/or processed through Customer's use of Online Services.
1.4. "Minimum Users" are the minimum users as provisioned from time to time.
1.5. "Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this Schedule, including, but not limited to Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, and Microsoft Intune Online Services.
1.6. "Products" means the products as they relate to Microsoft products.
1.7. "Quote" means the document attached to this Schedule describing the nature and volume of the CSP Services selected by Customer and to be provided by CIT.
1.8. "Subscription" means the purchase of a Subscription Service.
1.9. "Subscription Service" means a right to use the Product(s) for a defined term.
1.10. "Third-Party Distributor" is the third party who sells the Product(s) to CIT.

2. **Deliverables**.
2.1. *CSP Services*. CIT is a reseller of Microsoft Cloud Solution Provider ("CSP") products ("CSP Services"). CSP Services shall be provided in accordance with the Quote and governed by this Schedule.
2.2. *Support*. CIT shall provide Customer with initial technical, pre-sales, billing, and subscription support ("Support") for CSP Services. In the event CIT cannot resolve Customer issues or questions, Support shall be escalated to Microsoft, subject to Microsoft's Service Level Agreement ("SLA").

3. **Fees.**
3.1. *Fixed Term Subscriptions*:
(i) Products purchased as fixed term Subscriptions are licensed for the term specified in the Quote. Customer shall be billed for such Subscriptions pursuant to the billing arrangement set forth in the Quote.
(ii) Any subsequent adjustments to annual Subscriptions (e.g., adding users) made mid-billing cycle will be invoiced and paid at the time of adjustment.
(iii) Any subsequent adjustments to monthly Subscriptions (e.g., adding users) made mid-billing cycle will be calculated and post-billed on the subsequent invoice.
(iv) Adjustments may only be made to increase the Minimum Users. Decreases below any current Minimum User provisioned, as set forth in the Quote or subsequent Change Order, shall not be permitted during the term of the Subscription, unless specifically allowed by Microsoft.
(v) Customer shall not be permitted to transfer Subscriptions to another provider during the term of the Subscription, unless specifically allowed by Microsoft.
(vi) CIT may increase any fees related to the Subscription Services in accordance with any increases imposed upon CIT by Microsoft and in accordance with the terms of the CSP Agreement.
3.2. *Consumption Subscriptions*. For all Consumption Subscriptions, the Customer agrees and acknowledges that:
(i) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled in accordance with the CSP Agreement and any usage before a transfer to another provider is in effect will be billed on the next scheduled invoice date;
(ii) Consumption Subscriptions will be billed at the next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease

or increase. The unit price for an Online Service sold on a consumption basis may change during the subscription period;

(iii) it shall pay all such usage and is responsible for monitoring its consumption needs; and

(iv) for the avoidance of doubt, if Customer utilizes a Product in excess of the Cap, Customer shall pay to CIT fees and other expenses in accordance with its actual use. CIT has no responsibilities with regards to preventing Customer from utilization in excess of the Cap.

3.3. *Microsoft Fees*. Customer shall be responsible for any fees imposed by Microsoft related to CSP Services, including without limitation, support fees, late payment fees, and audit fees.

3.4. *CIT Support*. Customer agrees to pay CIT for Support on a time and materials basis at Customer's prevailing hourly rate, notwithstanding coverage provided by Customer's Managed Service Schedule in effect at the time Support is provided, if applicable.

4. **Term and Termination.**

4.1. *Schedule Term*. This Schedule shall commence on the Effective Date and shall remain in full force for the term specified in the Quote (the "Initial Term") unless earlier terminated in accordance with this Section 4. Thereafter, this Schedule shall automatically renew for additional successive terms of the same duration as the Initial Term (each renewal a "Renewal Term") unless either party gives written notice to the other party sixty (60) days prior to the end of the Initial Term or the relevant Renewal Term, to terminate this Schedule.

4.2. *Subscription Term*. Customer's perpetual licenses and licenses granted on a subscription basis will continue for the duration of the subscription period(s), as more fully set out in clause 3.1 of this Schedule. Customer shall remain liable for any and all payments due in respect of the licenses until the end of the respective subscription period.

4.3. *Termination*. CIT may terminate this Schedule immediately on giving written notice to Customer:

(i) if payment of any amount due from Customer under this Schedule is overdue by ten (10) business days or more, provided that CIT has given Customer ten (10) days' written notice of such failure to pay; and/or

(ii) upon termination by Microsoft of the license(s); and/or

(iii) in accordance with the CSP Agreement.

4.4. *Effect of Termination*. Upon termination of this Schedule for any reason:

(i) Customer shall pay all outstanding sums owing to CIT, up to and including the date of termination, including any remaining fixed term Subscription fees; and

(ii) all licenses granted under the Schedule will terminate immediately except for fully-paid, perpetual licenses; and

(iii) for metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

5. **Customer Responsibilities.**

5.1. Customer shall comply with all applicable Microsoft terms and conditions, including without limitation the CSP customer agreement ("CSP Agreement"), which is a direct agreement between Customer and Microsoft. It is a condition of Microsoft CSP that Customer enters into this agreement, the terms of which are found at https://www.microsoft.com/licensing/docs/customeragreement, as may be modified from time to time. The CSP Agreement is part of and hereby incorporated into this Schedule.

5.2. Customer shall remain liable for any and all payments owed to CIT throughout this Schedule from the point of acquisition of the license and until the end of the respective license terms.

5.3. Customer will not use CSP Services: i) for any purpose other than that for which it is intended or in violation of any law or regulation or in aid of any unlawful act; ii) so as to interfere with the use of the network by other customers or authorized users of the network; and iii) for transmission of any unsolicited distribution lists or other unsolicited electronic mailing.

5.5. Upon termination of this Schedule by either party, Customer shall remove Third-Party Distributor access from its Microsoft tenancy once a new distributor has been selected by Customer.

6. **Customer Data**.

6.1. Customer acknowledges that Third-Party Distributor or CIT may access or use Customer Data if required to ensure proper functioning of CSP Services.

6.2. Customer acknowledges that Third-Party Distributor and/or CIT may access, use, or disclose Customer Data as required by law or court order.

6.3. Customer acknowledges that Customer Data may be processed by Third-Party Distributor and/or CIT in the United States or other countries that may have fewer protective data protection laws than the region in which it is situated (including the European Economic Area).

6.4. Customer shall retain all right, title, and interest in and to Customer Data.

6.5. Customer shall ensure that end users are informed about how their data will be used, pursuant to this Schedule.

6.6. Customer shall inform relevant end users that communication transmitted through systems covered by this Schedule may be intercepted or monitored by Third-Party Distributor or Microsoft for purposes related to CSP Services.

6.7. Customer represents and warrants that it has all appropriate consents required for the transfer and use of Customer Data by Third-Party Distributor and CIT.

6.8. IN NO EVENT WILL CIT BE LIABLE TO CUSTOMER, CUSTOMER'S AGENTS, CUSTOMER'S OFFICERS, CUSTOMER'S OWNERS, CUSTOMER'S SUCCESSORS IN INTEREST, OR ANY THIRD PARTY FOR ANY CLAIMS OF ANY TYPE ARISING OUT OF OR RELATED TO LOSS OF OR DAMAGE TO CUSTOMER DATA, UNLESS SUCH LOSS OR DAMAGE WAS CAUSED BY CIT CONDUCT CONSTITUTING GREATER THAN ORDINARY NEGLIGENCE.

7. **Intellectual Property**.

7.1. Customer acquires only such limited rights to use the Products as is explicitly described in the CSP Agreement. Any use by Customer of these rights beyond the scope permitted by the CSP Agreement shall constitute a material breach of this Schedule.

7.2. CIT is not liable for defects in, or delays related to, the Products.

7.3. For the avoidance of doubt, if a claim for infringement concerns the Product, the terms and conditions of the CSP Agreement shall apply and shall be a separate action between Customer and Microsoft.

8. **Indemnification and Limitation of Liability**.

8.1. Customer shall defend, indemnify, and hold CIT, its affiliates, officers, directors, employees, agents, and representatives harmless against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) arising out of or related to: i) any breach of this Schedule by Customer, including without limitation, violation of Section 5; and ii) any claims regarding the contents of Customer Data, including without limitation, claims related to the unauthorized disclosure or exposure of personally identifiable information or other private information, directly or indirectly, by Customer or any third-party.

8.2. The terms set out in the CSP Agreement govern the rights and responsibilities of Customer and Microsoft in relation to the use of the Subscription Services and Online Services and CIT shall have no liability in relation to the use of the Products.

9. **Service Level Agreements**. CIT Support shall be provided to Customer pursuant to Customer's Managed Service Schedule SLA in effect at the time support is provided, if applicable. In the event support is escalated to Microsoft, support shall be provided by Microsoft subject to its SLA, available at https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services, as may be modified from time to time.

10. **Third-Party Rights**. No one other than a party to this Schedule and Microsoft, in respect of enforcing the terms of the CSP Agreement, shall have any right to enforce any of its terms.

11. **Conflicts**. In the event of a direct conflict between the language of this Schedule and the Agreement, the language of this Schedule shall control, but only with respect to the subject matter of this Schedule and the specific item in question.