Amazon Web Services ("AWS")
Order Form Agreement

Client Name: EL DORADO COUNTY

Client Acct#: 10279208

Address: 360 FAIR LN PLACERVILLE, CA 95667

Client Contact: U.S. Communities Contract No. 4400006644 Acct # 946000511

Insight Contact: Kari Lipman/Chris Robertson

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Client Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Client", "Customer" or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. (Additional Order Details, where applicable, may be set forth in Schedule 1.)

1. Provisioning and Use of Cloud Services

Once an account has been set up for you, AWS Cloud Services may be enabled and provisioned by you via the AWS Client Portal. Use, reporting and invoicing of AWS Cloud Services are based on a consumption or actual use model, as further described below. You will be invoiced for Cloud Services you consume in accordance with usage reports provided by Amazon.

2. Fees and Invoicing

(a) **Fees:** The unit or per seat Fees for Cloud Services payable by you will be the fee set forth in the AWS Client Portal, less a one-percent (1%) discount from Insight at invoice. The total Fees payable by you, with Insight's discount (if any), will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by Vendor to its partner/distributor program.

(b) **Invoicing/Payment:** Cloud Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of Cloud Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Vendor. Vendor's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Cloud Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Vendor. Unless otherwise agreed to in writing between the parties, Client must pay all invoices in full within thirty (30) days of the invoice date.

3. Insight's Terms of Sale

The purchase of Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale") and any applicable service setup information, including but not limited to pricing or discounts, provided by Insight. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by

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Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

4. Vendor's Terms of Use – AWS Agreements

Amazon maintains several agreements with respect to the provision of Cloud Services (collectively, the "AWS Agreements") which are available for review on AWS's website at http://aws.amazon.com/legal. The AWS Agreements are between you (and where applicable, your customers) and Amazon. To the extent the AWS Agreements relate to the provisioning of AWS Cloud Services through Insight under this Agreement, they are incorporated herein by this reference, including any future updates or additions thereto. Further, your compliance with the AWS Agreements is a material condition of this Agreement and the AWS Cloud Services provisioned through Insight. Specifically, without limiting the generality of the foregoing, by entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a separate agreement between you and AWS, current versions of which are located at: https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf and https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy+(State).pdf.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

CLIENT:

BY: _____
Authorized Representative

PRINT FIRST
& LAST NAME: _____

TITLE: _____

DATE: _____

Insight

Schedule 1
AWS Additional Order Details

Monthly Costs of Deploying this Solution on AWS: $719.19

Name: **El Dorado County**

Includes:
24TB of S3 storage

Description:
Estimate

Choose region: US-East / US Standard (Virginia)

Amazon S3 is storage for the Internet. It is designed to make web-scale

Standard Storage:

Storage:	24	TB
PUT/COPY/POST/LIST Requests:	0	Requests
GET and Other Requests:	0	Requests

Snowball:

Snowball 50 TB: $198.00 per job.