



**CDW Customer Service Order Form**  
**Cradlepoint, Inc.**

Seller: CDW Government LLC
Customer: WHATCOM TRANSPORTATION AUTHORITY
Subscription Term Start Date: Upon Service Activation

Cradlepoint Cloud Services	Licensed User Quantity	Fee Per User	Initial Subscription Term	Total Service Fee
CRADLEPOINT 1-YR RENEWAL OF NETCLOUD	33	\$139.31	1 Year	\$4597.23
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —
[N/A]	—	\$ —	N/A	\$ —

Cradlepoint Implementation Services	One-Time Service Fee
N/A	\$N/A

**Initial Subscription Term Fee Total: \$4597.23**

**Implementation Services Fee Total: \$N/A**

**Initial Total Fees: \$4597.23**

**Terms:**

1. **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".
2. **ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Cradlepoint 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 Cradlepoint 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 Cradlepoint Cloud Services on behalf of Customer.



3. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
4. **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.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from Cradlepoint, Inc. ("Cradlepoint") pursuant to Cradlepoint's standard terms and conditions or such other terms as agreed upon by Customer and Cradlepoint. Customer further acknowledges that Cradlepoint and not Seller will be responsible for performance of the Cloud Services and the Implementation Services. Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Terms and Conditions of Sales and Service Projects on Seller's website at [www.CDW.com](http://www.CDW.com), unless there is a written agreement, between Customer and Seller covering Customer's purchase of products and services from Seller, in which case Customer's obligations are subject to the terms of the written agreement.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_