



CITY OF NORTH RICHLAND HILLS COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (“**Customer Agreement**”) is entered into by and between Soccour Solutions, LLC. (“**Reseller**”), authorized reseller of EC America, Inc., a subsidiary of immixGroup, Inc. and licensed vendor of De Lage Landen Public Finance, LLC, and the **City of North Richland Hills**, (“**Customer**” or “**Authorized Customer**”), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the General Services Administration (“**Cooperative Entity**”) and Reseller, Contract No.GS-35F-0511T, as amended, (the “**Agreement**”) with an effective date of June 27, 2007. This Customer Agreement shall be governed by the terms and conditions of the Agreement, which is incorporated herein by reference and is available online at [https://www.gsaadvantage.gov/ref_text/](https://www.gsaadvantage.gov/ref_text/GS35F0511T/0W1K2L3RRX1C_GS35F0511T_GS-35F-0511T-4-2-2021-332574.PDF)

GS35F0511T/0W1K2L3RRX1C_GS35F0511T_GS-35F-0511T-4-2-2021-332574.PDF or upon request from Reseller, and the attached Quote/Purchase Order No.

NRH_6April2021_CommVaultSubscriptionPayments. Including all optional renewals, the Agreement expires on June 26, 2027. Authorized Customer is eligible and desires to purchase Commvault software licenses pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, General Services Administration will only be responsible for services provided to the General Services Administration and will not be responsible for payments for services provided to Authorized Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to General Services Administration under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer’s liability shall not exceed the amount paid under this Agreement. Further, Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer’s designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance therewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits. Payments under this Agreement shall not exceed \$ 21,250 (“**Purchase Price**”) annually for three year(s) for a total contract amount of \$63,750 through June 26, 2024. Notwithstanding any other provision in the Agreement, if the Purchase Price for goods or services under this Customer Agreement is \$3,000 or less, the Customer’s liability shall be limited to the Purchase Price.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer. This Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Signature Page to Follow:

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this ____ day _____ of 20____ .

CITY OF NORTH RICHLAND HILLS:

☐ If \$3,000 or less

APPROVED:

By: _____
Scott Kendall, Purchasing Manager

Department Director:

By: _____

Printed Name: _____

Director of: _____

RESELLER NAME:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED:

By: _____
Mark Hindman, City Manager

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney

NRH Council Action Y N

Date Approved _____

Agenda No. _____

Ord/Res No. _____