



Enterprise Products Agreement

QUOTE ID: L24-0430WAR_Linewize_Purchase_Agreement

CONTACT INFORMATION:

Warren County School District
 6820 Market Street
 Russel, PA 16345

Quote Date: **5/10/2024** quote valid thru **6/30/24**

NOTES:

3 Year quote for Classwize
 Jennifer Dilks
dilksj@wcsdpa.org
 (814)-723-6903

Subscription period: **7/1/24 – 6/30/27**

Part #	Product	Term	Qty	Price	Extended
LW-T3-CLASS-3Y-CUF	Classwize Classroom Management Tier 3 3-YR Subscription CUF	36 months	2700	\$ 10.50	\$ 28,350.00
FZ-Connect-3Y	Linewize Community Package 3-YR Subscription	36 months	1	\$ -	\$ -
				\$ -	\$ -
	Three Year Cash Up Front Discount (\$4252.50)			\$ -	\$ (4,252.50)
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL					\$ 24,097.50

Thank you for the opportunity to provide you with the above quote. Please review the information above and the contract below ("Agreement"), and feel free to contact me with any questions, comments or suggested revisions. **A signed copy of this agreement must be included with your purchase order.**

For the purposes of this AGREEMENT, Andrews Network Enterprises, Inc. is the "SELLER", Warren County School District is the "BUYER", and Linewize by FamilyZone is the "LICENSOR".

- Payment:** To be made to Andrews Network Enterprises, Inc., dba FilteredNet ("Seller") in one installment of TOTAL ABOVE ("Payment"). All payments shall be made payable to Andrews Network Enterprises, Inc., dba FilteredNet at the address listed below.
 - BUYER AGREES AND ACKNOWLEDGES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND. **If any Payment or other amount payable in the Agreement is not paid within 75 days of its due date, Seller can demand that Buyer shall pay, as a late charge, an amount equal to 2% of the amount then due (but in no event may such late charge exceed the highest late charge permitted by applicable law). We may make a profit on any fees and charges paid under this Agreement to cover us for our operational expenses.**
- Term:** Warren County School District, with address listed above ("Buyer")'s license for the product expires on end of subscription period, as noted above in 'Notes'.
- Representations:** Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
- Warranty:** Seller shall pass through to Buyer any original manufacturers' warranties for Product acquired by Seller for Buyer, including Linewize by FamilyZone, with headquarters at 11545 West Bernardo Ct, Suite 204, San Diego, CA 92127 ("Licensor")'s warranties for Product. Except for the foregoing, Seller shall deliver the Product "as is" and makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Initial to indicate you have read page 1 of 2



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5. **Limitation of Liability:** Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use even if Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products under this Agreement.
6. **Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, its employees and agents from and against all damages, claims and liabilities of every nature whatsoever, including, but not limited to, reasonable legal expenses, arising in connection with or out of the proper or improper use of or unauthorized operation use or repair of the products furnished to Buyer.
7. **Cancellation:** Once Seller has accepted Buyer's order, Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's reimbursement to seller for all costs incurred by Seller in connection with the order up to the time of cancellation including, but not limited to, Seller's cost for cancellation.
8. **Attorneys' Fees:** In the event any cost or expense, including reasonable attorney's fees ("Costs") are incurred in the enforcement of this Agreement, the prevailing party shall be entitled, in addition to damages, to reimbursement for all such Costs.
9. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Venue for any and all actions shall be in the state of or federal courts, Cape May County, New Jersey.
10. **Software:** Buyer will negotiate all software license provisions of Product directly with the Licensor.
11. **Access to Student Data:** Seller acknowledges that the solutions and services being provided do not grant the seller any access to the buyer's **administration staff, student, or teacher data** "DATA", which otherwise may or may not be captured and/or stored by the licensor.
12. **Miscellaneous:** This Agreement must be executed on or before quote valid thru date above, or it becomes void.
13. **Waiver:** The waiver of any breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if in writing.
14. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties and may not be amended or superseded except in writing signed by the parties.

Direct purchase order and payments to:

Andrews Network Enterprises, Inc.
DBA FilteredNet
4 Laurel Ridge Road
Tel: 609-624-1444

You can email your purchase order to

achopek@filterednet.com
cc: sales@filterednet.com
cc: smorris@filterednet.com

Warren County School District

Andrews Network Enterprises, Inc. dba FilteredNet

Purch Order # _____
Signature _____
Printed Name _____
Title _____
Date _____

Signature Andrew Chopek (signed electronically)
Printed Name ANDREW M CHOPEK
Title PRESIDENT
Date 5/10/24

Must be signed by an authorized representative of Buyer and accompany your purchase order.