

Enterprise Products Quotation
AGREEMENT ID: L22-0527WAR_Linewize_Purchase_Agreement

CONTACT INFORMATION:

Warren County School District
6820 Market Street
Russel, PA 16345

Jennifer Dilks
weberg@wcsdpa.org

Quote Date: 5/27/2022

NOTES:

Quotation for a 1-Year NetRef Classroom and Learning Analytics Subscription

Subscription runs 7/1/22 – 6/30/23

Qty	Item	License/Term/Hardware	Description	
2600	LW-T3-NR-1Y	12 Months	NetRef Classroom Management and Learning Analytics 1YR Subscription	
				TOTAL
				\$8,580

Thank you for the opportunity to provide you with above quote. Please review the information above and below (“Agreement”), and feel free to contact me with any question, 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”.

- 1. Payment:** To be made to Andrews Network Enterprises, Inc. (“Seller”) in one installment of **TOTAL ABOVE** (“Payment”). All payments shall be by check made payable to Andrews Network Enterprises, Inc. at the address listed below.
 - 1A. 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 45 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.**
- 2. Term:** Warren County School District with address listed above (“Buyer”)’s license for the product expires on 12 months from start of service.
- 3. 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.
- 4. 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 12110 Sunset Hills Road #600 Reston, VA 20191 (“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.
- 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, it’s 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 improper or unauthorized operation use or repair of the products furnished to Buyer.



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- 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. **Miscellaneous:** This Agreement must be executed on or before 30 days after quote date above or it becomes void.
- 12. **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.
- 13. **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.
- 14. **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.

You can direct your purchase order to:

Andrews Network Enterprises, Inc
c/o FilteredNet
ATTENTION: Andy Chopek
4 Laurel Ridge Road
Ocean View, NJ 08230
Tel: 609-624-1444

You can email your purchase order to

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

Warren County School District

Signature _____
Printed Name _____
Title _____
Date _____

Andrews Network Enterprises, Inc.

Signature Andrew Chopek (signed electronically)
Printed Name ANDREW M CHOPEK
Title PRESIDENT
Date 5/27/2022

Must be signed by an authorized representative of Buyer

IN ORDER FOR ANDREWS NETWORK ENTERPRISES TO PROCESS YOUR PURCHASE ORDER, THIS ENTIRE AGREEMENT MUST BE SIGNED AND RETURNED WITH YOUR PURCHASE ORDER.