



Company Address	15 Network Drive Burlington, Massachusetts 01803 United States	Created Date	5/16/2016
		Expiration Date	6/16/2016
		Quote Number	00012451
Prepared By	Rozaida O'Neill	License Delivery Contact Name	Roger Tubbs
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Email	rozaida.oneill@netbraintech.com	Email	tubbsr@wcsdpa.org
		License Delivery Email	tubbsr@wcsdpa.org
Bill to Company Name	Warren County School District	Ship to Company Name	Warren County School District
Bill To	25 Conewango Ave. Warren, Pennsylvania 16365 United States	Ship To	25 Conewango Ave. Warren, Pennsylvania 16365 United States

Qty	Product Code	Description	Unit Price	Extended List Price	Line Discount	Line Total Price
1	EE-Starter Package	1 floating EE seat with 100 server nodes and Doc-Module for 100 nodes, restricted for first purchase only and 1 unit per company	USD 19,000.00	USD 19,000.00	USD 11,000.00	USD 8,000.00
300	NB-EE-Node	Enterprise Server License by Nodes	USD 60.00	USD 18,000.00	USD 3,750.00	USD 14,250.00
300	EE-DOC-Module	License for Document Automation up to the number of nodes purchased herein	USD 10.00	USD 3,000.00	USD 3,000.00	USD 0.00
450	NB-EE-Node-LWAP	EE LWAP licenses define the number of LWAP (Lightweight Wireless Access Point) nodes that NetBrain Servicers are enabled to support. This is an add-on for EE.	USD 12.00	USD 5,400.00	USD 1,125.00	USD 4,275.00
450	EE-DOC-Module-LWAP	An add-on module for EE to enable users to export one-click documents for LWAP nodes.	USD 2.00	USD 900.00	USD 900.00	USD 0.00
1	Training-Administrator	Instructor-led web-based Training, Administrator, 2hrs, available only for EE customers	USD 1,000.00	USD 1,000.00	USD 1,000.00	USD 0.00
1	Training-End User	Instructor-led web-based Training, End User, 2 hrs, available only for EE customers	USD 1,000.00	USD 1,000.00	USD 1,000.00	USD 0.00
1	NB-EE-Maintenance	First Year Software Upgrade and Technical Support valid for one year	USD 0.00	USD 9,260.00	USD 3,955.00	USD 5,305.00

Total List Price	USD 57,560.00
Total Discount	USD 25,730.00
Final Price	USD 31,830.00

1.) ACCEPTANCE. This Quote represents NetBrain's offer to Customer to purchase the Goods and Services specified above under the Terms and Conditions contained herein. Any Purchase Order, Statement of Work, Schedule, or any other ordering document delivered by Customer to NetBrain (the "Order") shall constitute acceptance of this Quote and the Terms and Conditions contained herein. Any Order based on this Quote must be submitted within the date specified above, or if no date is specified within 30 days hereof. Once an Order is submitted, Customer's right hereunder may not be sold or assigned to any other party without written consent by NetBrain. No changes to this Quote, the Software License and Maintenance Agreement between the Parties, or these Terms and Conditions, will be valid unless such changes are in writing and signed by both NetBrain and Customer. Notwithstanding the foregoing, NetBrain and Customer agree that the Software License and Maintenance Agreement, or any previously negotiated, mutually-agreed upon Master Agreement signed by the Parties, shall take priority and supersede any contradictory terms of these Terms and Conditions.

2.) PRICES. All pricing is specified on the first page of this Quote. Unless otherwise specified in writing, prices are quoted in USD.

3.) TAXES. Quotes are exclusive of any sales, use, or VAT taxes. Such taxes on the software and maintenance is the Customers sole responsibility. NetBrain will collect sales tax from customers with ship-to addresses in Massachusetts and New York. For all other states and all other countries, Customer is responsible to submit the appropriate tax to the tax authorities and Customer agrees to pay any such tax levied on the transaction by any local, state or federal governments.

4.) TERMS OF PAYMENT. Terms of payment are specified on the first page of this Quote, or if none is provided, Net 30 days from the date of invoice. If payment of any amount owed NetBrain is not paid when due, NetBrain reserves the right (without limitation to its other rights) to suspend further performance or delivery until such time as payment in full is made. Customer agrees to pay interest at a rate of 1.5% per month, compounded daily, on all unpaid balances.

5.) DELIVERY & TITLE.

a) Delivery dates are not guaranteed, are approximate and are those available at the time of the proposal and/or quotation and are subject to revision at NetBrain's sole discretion (1) before NetBrain's acceptance of an order due to: (i) delay in receipt of Customer's signed order or final and complete specifications, or (ii) NetBrain's previous acceptance of other orders whether from Customer or any other entity; (2) at any time due to causes beyond NetBrain's control, including but not limited to fire, strikes, war, riots and any restriction imposed by authority of any government; (3) changes in specifications/requirements upon which Customer's quotation was based; (4) untimely receipt of material from Customer, if applicable; and (5) engineering changes requested by Customer after entry of order.

(b) Title to the goods remains with NetBrain unless and until full payment is made. In no event shall NetBrain be held liable for any damages (including consequential damages) or contingent expenses caused by delays in delivery.

6.) LIMITED WARRANTY. THE GOODS DELIVERED HEREUNDER ARE SUBJECT TO THE WRITTEN LIMITED WARRANTY IN THE SOFTWARE LICENSE AND MAINTENANCE END-USER LICENSE AGREEMENT PROVIDED WITH THE SOFTWARE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE SPECIFICALLY CONTAINED IN THE SOFTWARE LICENSE AND MAINTENANCE END-USER LICENSE AGREEMENT. NETBRAIN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.) CANCELLATIONS. All work in progress to fill any order that is cancelled shall be paid in full by Customer on the basis of actual costs incurred and overhead expenses determined in accordance with good accounting practice.

8.) CUSTOMER'S INSOLVENCY. If NetBrain discovers Customer to be insolvent, he may: (a) refuse to deliver any goods except in exchange for cash; (b) stop work (if applicable); (c) stop delivery (if applicable); or (d) where NetBrain discovers that Customer has received goods on credit while insolvent, NetBrain may immediately reclaim the goods. This provision shall have no effect on NetBrain's right to require assurances.

9.) NETBRAIN'S REMEDIES AND DAMAGES. If Customer refuses to accept without legal justification any delivery of goods or fails to make any payments when due under the contract or any other contract with NetBrain, the price of the goods shipped or to be shipped under the contract shall become immediately due and payable, and NetBrain shall have the right to withhold any further delivery until such payment in full has been made.

10.) LIMITATION OF NETBRAIN'S LIABILITY. IN NO EVENT, REGARDLESS OF THE BASIS OR CAUSE, SHALL NETBRAIN BE LIABLE FOR: A) LATE DELIVERY OR OTHER PENALTY OF ANY DESCRIPTION; B) INDEMNIFICATION OF CUSTOMER, CUSTOMER'S CUSTOMERS OR OTHERS FOR COSTS, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THE GOODS; OR C) LOST PROFIT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE. NETBRAIN'S MAXIMUM LIABILITY, INCLUDING DIRECT AND ALL OTHER AVAILABLE DAMAGES, SHALL NOT EXCEED THE PURCHASE ORDER PRICE. UNLESS A SHORTER TERM IS PROVIDED FOR UNDER APPLICABLE LAW, ANY ACTION AGAINST NETBRAIN MUST BE BROUGHT NO LATER THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

11.) GOVERNING LAW AND JURISDICTION. The resulting contract shall in all respects be governed and interpreted according to the laws of the Commonwealth of Massachusetts, U.S.A. All legal action commenced in connection with any transaction to which these Terms and Conditions apply or the delivery of any goods to Customer must be brought in the appropriate court in the Commonwealth of Massachusetts which shall have exclusive jurisdiction over disputes arising out of this sale transaction.

12.) INTEGRATION CLAUSE. This writing is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this transaction. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in these Terms and Conditions. Furthermore, any Terms or Conditions of Customer's Order that are in any way in conflict, inconsistent or in addition to the Terms and Conditions set forth herein shall not be added to these Terms and Conditions, nor be binding on NetBrain and shall in no way be considered applicable to the sale, unless expressly agreed to in writing by NetBrain.

By initialing here you attest that your company does

not issue Purchase Orders.

Authorized Signature:_____

Name: _____

Title: _____

By signing this quote executors represent to NetBrain Technologies Inc. that they have requisite authority to commit their employer to this purchase.

Remit To:
NetBrain Technologies, Inc.,
15 Network Drive
Burlington, MA 01803
United States

Thank you for your business! 781.221.7199