

Prepared By Cameron Wohlgemuth

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 Created Date
 5/3/2022

 Quote Number
 00140573

Bill To Name Warren County SD
Bill To 6820 Market Street

6820 Market Street Russell, PA 16345

USA

Ship To Name Warren County SD

| Product Code | Product | Product Description | Quantity | Sales Price | Total Price |
|-----------------|--|--|----------|----------------|-------------|
| AAB-E-YL | Alert Beacon, Ethernet/PoE, yellow | Includes wall mounting bracket. Backup batteries and power supplies, if needed, are sold separately. | 21.00 | \$785.00 | \$16,485.00 |
| ANS-S | Alertus Notification System - Small | Alertus Server Software License and Activation Console (GUI) for alert origination. | 1.00 | \$3,470.00 | \$3,470.00 |
| ALR-RRC-WM | Alertus Rapid Response Console w/ wall mount | Simplify and streamline your Alertus System activation with the Alertus Rapid Response Console. Authorized users can access customizable preset alerts to launch critical notifications without logging into the Alertus Console or complex third-party tools, reducing the risk of user error. | 2.00 | \$2,400.00 | \$4,800.00 |
| ENS-SUP-BASIC-S | Enhanced Notification Service & Basic Support - Small | Annual Basic Tier Support for a Small Site organization. Annual License Renewal Knowledge Base Articles/Documentation Self Training Videos Access to Alertus Community site 8/5 Access to Technical Support Team (Normal Business Hour Support) 1 Annual Customer Assurance Review - Alertus System health check | 1.00 | \$4,950.00 | \$4,950.00 |
| AVN-HSI-W-AM | Horn strobe, wall mount, indoor, amber | Compact peripheral horn strobe, wall mount, white faceplate Indoor rated 24 VDC Amber | 21.00 | \$349.77 | \$7,345.17 |
| IMP-8WK | Implementation - 8 Weeks | Standard New Customer Implementation After the Implementation Period has elapsed, you may purchase additional months of implementation services as needed | 1.00 | \$4,000.00 | \$4,000.00 |
| AUD-IPAVA | IP-AVA TTS Paging Interface | IP-AVA interface module for connecting to PA/Speakers, Fire Alarm Evac, and Outdoor Giant Voice speaker arrays. Ethernet/PoE. Power adapter available separately for non-PoE installations | 1.00 | \$3,950.00 | \$3,950.00 |
| 20158 | Outdoor All Weather Heated Enclosure for Alert Beacon | Type 4X clear polycarbonate enclosure with key lock for Alert Beacon. Note: with heating plate | 1.00 | \$370.00 | \$370.00 |
| | Power supply, 24 VDC 2A, | Alertus standard peripheral device power supply. | | | |



| 20118 | with screw | 24 VDC 2A, with screw terminal output | 21.00 | \$20.00 | \$420.00 |
|-------|-----------------|---------------------------------------|-------|---------|----------|
| | terminal output | | | | |
| | | | | | |

 Subtotal
 \$45,790.17

 Total Price
 \$45,790.17

 Shipping and Handling
 \$252.00

 Grand Total
 \$46,042.17

US Dollars (USD)

Additional Notes

Terms & Conditions

- 1 Product, Service and Support. Buyer agrees to pay the total amount in the above quotation/selected price plan or accompanying purchase order upon execution of this agreement, and in exchange, Alertus agrees to provide the deliverables. Alertus usually delivers orders for product and services in the sequence purchase orders are received. Alertus will not be liable for late delivery of product or service. Buyers' Service and Support Agreement, "ENS", with Alertus, begins upon the execution of order and renews annually on the execution date.
- 2 Order Policy. Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Alertus may reject any order in its sole discretion. Acceptance of any order by Alertus is expressly limited to and made conditional upon the Terms and Conditions in the contract.
- 3 Taxes. Buyer agrees to inform Alertus if it does not hold sales tax exemption certificate. Buyer agrees to identify and remit all sales or use taxes directly to collection authorities. Buyer agrees to pay any and all import tariffs and taxes.
- 4 Installation. If ordered at separate charge, Alertus will install product for Buyer. Alertus products and services operate in conjunction with Buyers communications services and equipment. Buyer is responsible for determining the suitability of the product purchased from Alertus both for use with Buyers communication services and equipment and for the intended application.
- 5 Software. Buyer agrees that title to any software or other copyrighted materials provided to Buyer does not pass to Buyer upon sale and remains with Alertus or its licensors. Buyer agrees to use any software or other copyrighted materials provided subject to and in compliance with copyright law and any applicable license provisions. Buyer may install the server software on one server only, unless otherwise authorized by Alertus. Buyer is permitted to grant access to the frontend graphical user interface to as many staff as designated to activate system. Buyer agrees not to add, modify, or erase firmware software embedded on Alertus hardware appliances at any time, except if expressly authorized by Alertus.
- 6 Shipment. Buyer agrees to inspect the any shipped product and notify Alertus in writing of any damage within thirty (30) days after receipt of product. If Buyer does not notify Alertus in writing within thirty days, neither Alertus nor the transport company will be liable to Buyer for any damages arising out of or related to the shipment of product.
- 7 Warranty. (a) Alertus warrants that product manufactured or services rendered by Alertus will be free from defects in material or workmanship for a standard two years after delivery to Buyer. Product defects caused by misuse, mishandling, abuse, neglect,

- 9. Transferability; Resale. Buyer agrees not to distribute, transfer, resell, or transmit any Alertus products, software, technical information, or business plan/strategic information to any third party without express written permission from Alertus. Buyer agrees not to commercially compete with Alertus or facilitate another partys ability to commercially compete with Alertus.
- 10. Limitation of Liability. IN NO EVENT WILL ALERTUS BE LIABLE TO BUYER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR THE COST OF SUBSTITUTE GOODS OR ANY INDIRECT. INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE GOODS OR SERVICE, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY DISCLAIMER OF WARRANTY OR LIMITATION OF REMEDY IS HELD UNLAWFUL OR INAPPLICABLE, OR TO HAVE FAILED ITS ESSENTIAL PURPOSE, LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE ON WHICH THE CLAIM IS BASED. UPON TAKING POSSESSION AT DELIVERY, BUYER ACCEPTS ALL LIABILITY THAT MAY ARISE FROM BUYERS USE OR MISUSE OF ALERTUS PRODUCTS AND SERVICES. IN NO EVENT WILL ALERTUS BE LIABLE FOR DAMAGE TO PERSON OR PROPERTY BECAUSE OF THE COMPLETE OR PARTIAL FAILURE OF ITS PRODUCT TO OPERATE.
- 11. Regulations. Buyer shall comply at its own expense with all applicable laws, ordinances, regulations, and codes. Buyer acknowledges and accepts full responsibility for complying with all laws and regulations when operating product, including those of the Federal Communications Commission.
- 12. Forum and Controlling Law. Buyer agrees that any claim or dispute against Alertus must be resolved in a court located in Maryland, and Buyer agrees to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or dispute. Maryland law will govern litigation of any claim or dispute.
- 13. Nondisclosure. Information disclosed pursuant to this agreement shall be used solely for the purpose of implementing and operating the product. Buyer agrees to hold the information in confidence, to use the information only for the purpose of implementing and operating the product, and not to disclose the information to any third party without express written consent from Alertus to the extent permitted by public records laws.
- 14. General. No failure or delay in exercising any provision of this contract will be construed as a waiver or release of any contract right. The contract is binding upon the assigns, executors, administrators, and other legal representatives of the parties. No modification of this contract will be effective unless signed by the Chief Executive Officer



willful physical damage, vandalism, or placement in contraindicated conditions or environments are excluded from this warranty. If notified of the defect within the warranty period, Alertus will repair or replace at its option defective product or service. Buyer must obtain authorization from Alertus prior to returning product to Alertus. Product returned to Alertus without authorization will not be accepted. (b) Product not manufactured by Alertus is covered only by the manufacturer's warranty accompanying product delivered.

8 Repair. Repair service after expiration of the warranty for product is available from Alertus. Product returned to Alertus must be sent shipment prepaid, and Buyer must obtain authorization prior to returning product. Alertus will repair product on a time and materials basis. Buyer agrees to pay for the return cost of shipping repaired product to Buyer.

| Accepted by "Buyer": | | |
|---------------------------------------|--|--|
| Signature: | | |
| Name: Paul J. Mangione | | |
| Accepted by Alertus Technologies, LLC | | |
| Signature: | | |
| Name: | | |

of Alertus. Buyer is entering into this agreement without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This agreement Buyers purchase order constitutes the entire agreement between the parties. Buyer represents and warrants that the person signing this offer on Buyers behalf is authorized to bind Buyer in contract.

15. Annual Escalation. Beginning in January of 2023, and every January thereafter, the Alertus Annual Service and Support Agreement "ENS", shall be adjusted by 100% of the change in CPI for the previous twelve months or 2.0%, whichever is greater, provided, however, that the base month shall be the month of the Effective Date for purposes of the adjustment to be made in January of 2023.

| Date:Jui | ne 13, 2022 |
|------------|-----------------|
| Title: Boa | ard President |
| ATTEST: | |
| | Board Secretary |
| Date: | |
| Title: | |