



Prepared By Cameron Wohlgemuth
Email cwohlgemuth@alertus.com
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Quote Number 00155361

Bill To Name Warren County School District
Bill To 6820 Market Street
 Russell, PA 16345
 USA

Ship To Name Warren County School District

Product Code	Product	Product Description	Quantity	Sales Price	Total Price
ENS-SUP-BASIC-S	Licensing and Support Agreement (ENS) - 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	\$5,247.00	\$5,247.00
Subtotal					\$5,247.00
Total Price					\$5,247.00
Grand Total					\$5,247.00
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" or "CLD", and, if applicable, AlertAware services, will begin upon the execution of the order and shall automatically renew for a subsequent one year period unless Buyer gives Alertus written notice of termination at least 60 days prior to the expiration of the current term. Alertus shall invoice Buyer 45 days prior to the start of the new renewal term with payment terms of Net 30. Alertus will not be held liable for system shut offs due to payment delays from Buyer.

2. Order Policy. Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Purchased Implementation Services must be initiated within one calendar year from date of purchase or they will be void. 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

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 party's 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



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 acts of god, terrorism, war, military aggression, misuse, mishandling, abuse, neglect, 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.

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 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 based on current levels of Alertus products and services, 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.

Signatures

Accepted by "Buyer":

Signature: _____

Name: _____

Date: _____

Title: _____



Accepted by Alertus Technologies, LLC

Signature: _____

Date: _____

Name: _____

Title: _____