

Phone: 419-376-0948

Email: ccary@inspiredt3ch.com

Web: www.inspiredt3ch.com

We have prepared a quote for you

Allen County Schools Milestone Video Management Installation

Quote # 002540
Version 1

Prepared for:

Allen County Schools

Prepared by:

Cleve Cary

Phone: 419-376-0948

Email: ccary@inspiredt3ch.com

Web: www.inspiredt3ch.com

Friday, May 13, 2022

Allen County Schools
Brian Carter
570 Oliver Street
Scottsville, KY 42164
brian.carter@allen.kyschools.us

Dear Brian ,

We are pleased to provide the following quote for your review. Please let us know if you have any questions.

Thank you!

Cleve Cary
President
Inspired Technologies

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Software/Licensing

Description	Qty	Price	Total Amount
Milestone XProtect Professional + Base License	1	\$336.20	\$336.20
XProtect Professional+ Device License	359	\$113.86	\$40,875.74
Subtotal:			\$41,211.94

Care Plus Software Maintenance

Description	Qty	Price	Total Amount
Five years Care Plus for XProtect Professional+ Device License	359	\$68.72	\$24,670.48
3 Years Care Plus for XProtect Professional+ DL	1	\$44.46	\$44.46
Subtotal:			\$24,714.94

Professional Installation Services

Description	Qty	Price	Total Amount
Installation of 34 customer provided cameras, including line termination, device mounting/angle/focus, setup and configuration, testing and verification.	1	\$4,250.00	\$4,250.00
Configuration and Programming of Existing Cameras into Milestone VMS Configuration and Programming to include the integration with Active Directory and Site Mapping. Customer to provide a Virtual Server for all Milestone recording and management.	1	\$8,750.00	\$8,750.00
Subtotal:			\$13,000.00

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ccary@inspiredt3ch.com

Prepared for:

Allen County Schools

570 Oliver Street
Scottsville, KY 42164
Brian Carter
(270) 618-3181
brian.carter@allen.kyschools.us

Quote Information:

Quote #: 002540

Version: 1
Delivery Date: 05/13/2022
Expiration Date: 06/30/2022

Quote Summary	Amount
Software/Licensing	\$41,211.94
Care Plus Software Maintenance	\$24,714.94
Professional Installation Services	\$13,000.00
Total:	\$78,926.88

Summary of Selected Payment Options	Amount
Down Payment: Down Payment of 50%	
Total of Payments	\$39,463.44

A down payment of 50% is due upon quote acceptance. The balance is due upon project completion.

Final Payment: Remaining Balance	
Total of Payments	\$39,463.44

Remaining Project Balance

I agree with all listed and attached terms and conditions. We reserve the right to cancel orders arising from pricing or other errors. Additional charges apply for credit card payments. Due to potential adverse impacts COVID-19 may have, product delivery time cannot be guaranteed.

Inspired Technologies

Allen County Schools

Signature: _____

Name: Cleve Cary

Title: President

Date: 05/13/2022

Signature: _____

Name: Brian Carter

Date: _____

Terms and Conditions

INSPIRED TECHNOLOGIES, LLC (hereinafter referred to as "INSPIRED TECHNOLOGIES") by its acceptance hereof, agrees to furnish to the named client (hereinafter referred to as "client") the described Professional Services (hereinafter referred to as "Agreement") on the following terms.

Professional Services are services rendered on-site or through remote communication methods by INSPIRED TECHNOLOGIES for Clients requesting assistance with configuring, installing, troubleshooting, upgrading, securing, supporting their computer or physical security networks inclusive of the hardware, software, and interconnected systems.

All work shall be performed in a workmanlike and professional manner.

INSPIRED TECHNOLOGIES shall have the right to determine the method, details, and means of performing the work to be performed for Client. When work is performed at Client's premises, Client shall provide a work environment which is clean, safe and conducive to the conduct of business. An onsite dedicated staging and work area will be needed at the client's facility for the duration of the project installation at the facility.

Client will not withhold payment of any amounts or otherwise default under this Agreement by reason of any claim that INSPIRED TECHNOLOGIES has failed to perform its obligation hereunder, unless Client provides INSPIRED TECHNOLOGIES with written notice within 15 days of the specific alleged failure and provides INSPIRED TECHNOLOGIES thirty (30) days from certified mail to INSPIRED TECHNOLOGIES's address shown on the billing invoice to substantially cure said failure. After fifteen (15) days of completion the installation shall be deemed accepted by Client.

Client shall pay reasonable collection costs incurred by INSPIRED TECHNOLOGIES in the collection of any amount due hereunder, and in the recovery of any property pursuant to or in the enforcement of rights against the Client, including attorney's fees and costs, whether or not suit is brought.

INSPIRED TECHNOLOGIES shall not be liable to Client for any failure or delay caused by events beyond INSPIRED TECHNOLOGIES's control, including, without limitation, Client's failure to furnish necessary information; sabotage; failures or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; riots; floods; fires; acts of God; shortages or labor, fuel, raw materials, or equipment; technical or power failures.

INSPIRED TECHNOLOGIES will not be responsible for indirect, incidental, or consequential damages including but not limited to lost profits or damages arising out of use or inability to use the computer or physical security equipment. INSPIRED TECHNOLOGIES's aggregate maximum liability relating to services under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to INSPIRED TECHNOLOGIES for the portion of its services or work products giving rise to liability. Neither Client nor INSPIRED TECHNOLOGIES will be liable to the other for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.

Client will indemnify INSPIRED TECHNOLOGIES and hold INSPIRED TECHNOLOGIES harmless from and against any and all third party claims, demands, actions, losses, liabilities, cost and expenses (including reasonable attorney's fees and costs) arising out of or resulting from the performance or lack of performance, of Client's activities under this Agreement except to the extent caused by INSPIRED TECHNOLOGIES's gross negligence or intentional misconduct.

INSPIRED TECHNOLOGIES and Client are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either INSPIRED TECHNOLOGIES or any employee or agent of INSPIRED TECHNOLOGIES.

INSPIRED TECHNOLOGIES makes no guarantee as to system uptime, nor can INSPIRED TECHNOLOGIES predict all failures or events that may impact client systems. INSPIRED TECHNOLOGIES is not responsible for lost data. Client acknowledges its responsibility to and agrees to regularly back-up the system. In absence of a Support Agreement, all service response time is best effort.

Client agrees not to directly solicit the employees of INSPIRED TECHNOLOGIES for employment. Except upon payment to INSPIRED TECHNOLOGIES of a fee of \$20,000.00 by cash or certified check, Client shall not hire or accept or retain as an employee or independent contractor any employee or representative of INSPIRED TECHNOLOGIES who works in any capacity on any matter arising in any respect from the services provided under this Agreement. The parties agree that the said sum of \$20,000.00 is paid for INSPIRED TECHNOLOGIES as full and adequate consideration for the loss of services of such employ. For the purposes hereof, an employee shall include any person engaged at any time within the 180 days preceding the day that such person begins employment with Client provided that such person worked on a project under this Agreement during such 180-day period.

This Agreement shall be governed by the laws of the State of Ohio and constitutes the entire Agreement between INSPIRED TECHNOLOGIES and Client with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in the writing by the party against whom it is sought to enforce the waiver, amendment or modification.

Each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party to the other (including the price paid for product and/or services, any discounts, any special payment terms, and any other negotiated terms of this Agreement). And each party agrees to keep such information confidential by using the same care and discretion that is uses with similar confidential and proprietary information of its own and will instruct its personnel to do so.

All INSPIRED TECHNOLOGIES services are billed on a time and materials basis at the then prevailing hourly labor rate, unless otherwise specified in a separate Statement of Work.

INSPIRED TECHNOLOGIES and Client shall determine the schedule of work and will use best efforts to accommodate work schedule requests as soon as possible. The installation services are based on the assumption our team can work Monday – Friday 7am – 7pm. Any requirements to work days or hours outside these parameters may result in additional charges.

Projects are planned to be installed within a set number working days. If any conditions or circumstances arise outside the control of Inspired Technologies which extend the planned installation schedule, additional charges may apply.

Any project that has started and becomes delayed more than one week outside the control of Inspired Technologies will be invoiced at the percentage completed up to that point of delay. Once the project is ready to commence again, it will be added in to our existing schedule.

Any required setup or configuration of products supplied by Client to Inspired Technologies must be specified in a scope of work prior to quoting. If these services are requested after a quote is approved or a purchase order has been issued then additional charges will be assessed.

The Client will provide all approved Inspired Technologies personnel with uninterrupted access into designated site work areas.

All electrical power needs will be provided by others.

UNLESS OTHERWISE STATED OR AGREED UPON, INSPIRED TECHNOLOGIES IS NOT RESPONSIBLE FOR OBTAINING ANY PERMITS OR PERMIT COSTS.

A Statement of Work will set forth the specific services to be provided, the deliverables, the project duration/schedule, the fee for services rendered, if different from the hourly rate and charges as set forth in Appendix A, and any other pertinent details. Any changes to the project after the Statement of Work has been signed shall require a written Change Order signed by the parties. In executing a Statement of Work, Client understands that the Terms of this Agreement will apply, except as specifically and expressly stated in said Statement of Work.

The system design or Statement of Work content may contain typographical errors or other errors or inaccuracies that may be not complete or current. INSPIRED TECHNOLOGIES therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the content at any time without prior notice. INSPIRED TECHNOLOGIES does not guarantee that any errors, inaccuracies or omissions will be corrected.

INSPIRED TECHNOLOGIES shall not be obligated to perform or provide services as called for in this Agreement unless the

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Client is current with all payments due to INSPIRED TECHNOLOGIES under this or any agreement.

Risk of loss passes to Client when equipment is delivered to either Client or INSPIRED TECHNOLOGIES for installation, configuration, repair, or modification. Customer assumes full risk of loss and Customer's insurance shall be the solely responsible for any loss regardless of cause or location of equipment.

Warranty:

Professional installation services are warranted for any defects in workmanship under normal use for a period of 1 year. All product warranties are set by the manufacturer and apply to the hardware only and does not include labor for removal or installation. Returned products may be repaired or replaced at the discretion of the manufacturer. Warranty periods for specific products can be provided upon request. Extended warranties may be available for some products but must be purchased within 30 days from the original order. Warranties may be voided for products that are modified, altered or adapted without INSPIRED TECHNOLOGIES written consent; maltreated or used in a manner other than in accordance with that hardware or software products manual; repaired by any third party in a manner which fails to meet INSPIRED TECHNOLOGIES quality standards; improperly installed to the extent that installation causes the unit to malfunction; used with equipment or software not covered by this warranty, to the extent that problems are attributable to such use; not purchased from INSPIRED TECHNOLOGIES; acts of nature; unprotected electrical surges; or used in an environment that would by nature ultimately cause the unit to stop functioning.

Severance:

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

Law and Jurisdiction:

Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of Lucas County, Ohio.