



Boone County Schools - 5 Year Renewal + 4G (25% Discount)

Quote created: May 21, 2025 Reference: 20250521-162134285

Boone County Schools

8330 US 42
Florence, Kentucky 41042
United States

Kyle Berberich

kyle.berberich@boone.kyschools.us

Comments

5 Year White Glove Service & Support for 65 Devices: *25% Discount*

5 Year 4G NeverDown for 65 Devices: *25% Discount*

Discounts Expire: *Friday, June 20, 2025*

Ben Kuiken - Touchpoint Industries



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total	+ Applicable taxes to be determined
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Item & Description	SKU	Quantity	Unit Price	Total	+ Applicable taxes to be determined
5 Year White Glove Service & Support 5 Year White Glove Service & Support	TCWG-5YR	65	\$1,415.00	\$68,981.25 after 25% discount for 5 years	
REN-4G 5-yr renewal - NeverDown System (cellular internet backup) for SmartClock	REN-4G	65	\$625.00	\$30,468.75 after 25% discount	

One-time subtotal \$99,450.00
after \$33,150.00 discount
Total \$99,450.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kyle Berberich kyle.berberich@boone.kyschools.us	Verify to sign
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This quote expires on June 20, 2025

Purchase terms

+ Applicable taxes to be determined.

Questions? Contact me





Ben Kuiken

ben@touchpointk12.com

Touchpoint Industries

202 Bridge St,
Phoenixville, PA 19460
United States

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Touchpoint Industries LLC ("Vendor"), and is intended to amend, modify, and supplement the _____ (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 5. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

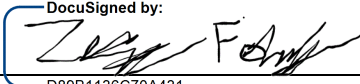
By: _____

Date: _____

Printed Name: _____

Title/Position: _____

[VENDOR NAME HERE] Touchpoint Industries LLC

By:  _____
D89B1136C70A431...

Date: 5/27/2025

Printed Name: Zach Farrands

Title/Position: Business Manager



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202 Bridge St.

Phoenixville, PA 19460

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Touchpoint White Glove Service and Remote-In Support

Scope:

Touchpoint's White Glove Service and Remote-In Support includes access to Touchpoint's technical specialists via phone, email, and/or chat support. Touchpoint technicians can troubleshoot, correct, and update your SmartClock device remotely.

Any SmartClock device defects will be repaired by Touchpoint at no cost when shipped back to the Phoenixville, PA, facility.

Service and Support may be annually renewed at the current Touchpoint price per device until the SmartClock device model is sunsetted.

Proactive support including storage monitoring, network downtime monitoring, remote patching, and management of Microsoft Windows service updates.

White Glove Service and Remote-In Support does not include:

Customizations beyond current production scope

Adding or editing additional applications

Software upgrades

Configuration of customer's network settings

Security settings on customer's network or the SmartClock device itself

Service and Support Exclusions:

Customer's improper use, management, or supervision of the SmartClock device or other failure to use the SmartClock device in accordance with Touchpoint's usage guidelines*; or

The addition of any software or hardware peripherals, and/or proximity or barcode badges that are not pre-approved by Touchpoint; or

Customer's repair, attempted repair, or modification of the SmartClock device without prior authorization from Touchpoint; or

Customer's failure to vet 4G service prior to purchase of the 4G Neverdown system; or



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Customer's use of the SmartClock device for purposes other than those for which they were designed or the use of accessories or supplies not approved by Touchpoint; or

Any accidental or willful damage to the SmartClock device including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or

Customer's failure to continually provide a suitable installation environment as specified in Touchpoint's usage guidelines*; or

The SmartClock device's void sticker has been damaged or removed from the device; or

Damage incurred to the SmartClock device due to misuse or abuse, improper handling, or insufficient packaging for returns. (Carrier mishandling notwithstanding.)

Service Coverage Period:

8:00 am - 4:00 pm Eastern Time, Monday through Friday, excluding Touchpoint holidays.

Other Requirements:

For this White Glove Service and Remote-In Support plan to be successful, timely communication/notification of issues/support tickets from the customer is required. Customer negligence may result in extended solution lead times.

To renew annual White Glove Service and Remote-In Support on non-sunsetted SmartClock devices, the customer must renew service and support for all SmartClock devices whose service coverage has expired before any service or support will be performed on the SmartClock device with expired service coverage. (This renewal is optional.)

Touchpoint's Technical Specialist must be given an opportunity to troubleshoot issues remotely before shipping devices back to Touchpoint's facility. If Touchpoint's Technical Specialists are not given this opportunity, and no issues are found upon receipt of the Smartclock, the customer may be invoiced for shipping charges from, and back to the customer.

If a Touchpoint Technical Specialist determines that a device must be returned to Touchpoint offices for repair, a replacement device will not be issued unless the returned device cannot be repaired, which would be determined after the returned device is received. Furthermore, a loaner device is not guaranteed upon request, unless our repair technician determines that the device will need to be held for an extended period of time for additional testing before return.



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When shipping the SmartClocks back to the facility, if you do not have the original box and packing materials, please make sure that the unit is packaged securely (paying special attention to the screen) to avoid any damages during the shipping process.

Expiration or Lapse in Coverage:

If the SmartClock device model is sunsetted, you will no longer be eligible to renew service and support on your existing device(s). At this time, you would be able to upgrade to our newest model SmartClock which would come with a new Service and Support Agreement and a trade in discount.

A lapse in coverage occurs when you do not renew immediately upon your agreement expiration. At that time your devices will no longer be supported until payment is received for the time period that the coverage has lapsed, and a new service and support agreement is purchased.

Return Policy:

Customers may return products within 3 days of delivery for a full refund, provided the items are unused, in original condition, and returned in the original packaging.

Returns requested beyond the 3 day period, up to a 30 day maximum, may be accepted at our discretion and are subject to a restocking fee of up to 30%

***Usage guidelines:**

Touchpoint SmartClock devices are to be:

Used with Frontline Time & Attendance software and Touchpoint-approved application.

Used indoors in a dry, safe, temperature-controlled environment (generally between 50 and 95 degrees fahrenheit) and protected from exposure to the elements.

Used solely as a dedicated digital Smartclock device for users clocking in and out.

This document is subject to change.



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White Glove Service and Remote-In Support v2025

