

# **Purchase Order**

## City of Fair Oaks Ranch

PURCHASE ORDER # 12192024CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 Phone 210-698-0900 Fax 210-698-3565 acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS PAYABLE (acctspayable@fairoaksranchtx.org)

VENDOR: Innovation Network Technologies

Corporation

5729 Lebanon Road, Suite 144

Frisco, Tx 75034

SHIP TO: City of Fair Oaks Ranch

ATTN: Brian LeJeune 7286 Dietz Elkhorn

Fair Oaks Ranch, TX 78015

210-698-0900

Firewalls, Switches and Access Points. To include one year of premium support.
\$76,348.64
Details Included in Proposal # 005922-R1 Reference DIR Contract # DIR-TSO-4332
Note: Please send registration information for hardware items to <a href="mailto:itwarranty@fairoaksranchtx.org">itwarranty@fairoaksranchtx.org</a>
Please send registration information for software items to <u>licensing@fairoaksranchtx.org</u>
Authorized By:
Date:





InNet Consultant:

Matt Dinsdale

mdinsdale@innetworktech.com

Phone: (469)939-7672

Fax:

Date: May 29, 2024 Quote Expires: 30 day(s) Payment Terms: Net 25

## Proposal # 005922-R1

Bill to:

City of Fair Oaks Ranch

7286 Dietz Elkhorn

Fair Oaks Ranch, Texas 78015

Brian LeJeune (210) 698-0900

blejeune@fairoaksranchtx.org

Ship to:

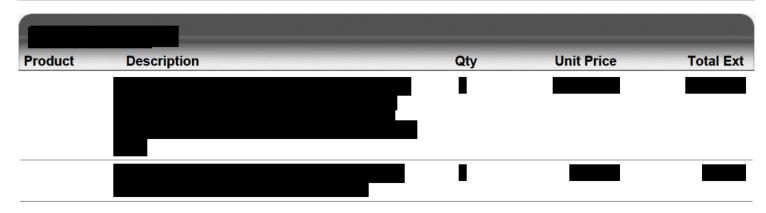
City of Fair Oaks Ranch

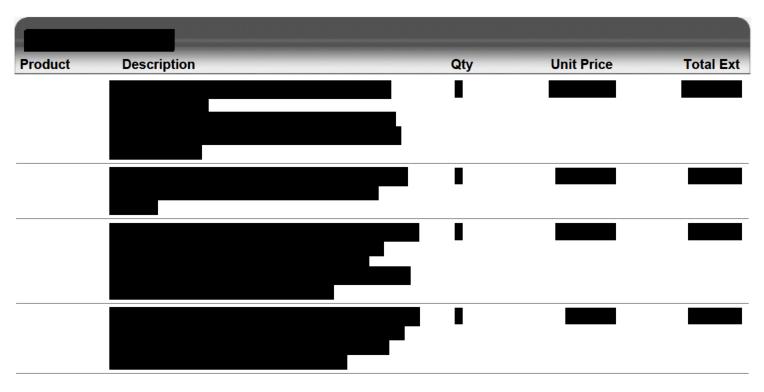
7286 Dietz Elkhorn

Fair Oaks Ranch, Texas 78015

Brian LeJeune (210) 698-0900

blejeune@fairoaksranchtx.org







Product	Description	Qty	Unit Price	Total Ext
		I		
Product	Description	Qty	Unit Price	Total Ext
110000		I		
Product	Description	Qty	Unit Price	Total Ext
Product	Description	Qty	Unit Price	Total Ext



Exhibit A

888-80-INNET (phone) 240-332-5954 (fax)

Comments: \$76,348.64

\*\*\*\*DIR-TSO-4332\*\*\*

1-Year Term (Budgetary). Total: \$76,348.64

\*PRICING DOES NOT INCLUDE TAXES, SHIPPING AND HANDLING WHICH WILL BE ADDED TO FINAL INVOICE.

SALES TAX NOT INCLUDED

#### Exhibit A



888-80-INNET (phone) 240-332-5954 (fax)

#### **TERMS OF SALE**

This agreement establishes he terms ("Terms of Sale") upon which Innovation Network Technologies Corp. and any of its subsidiaries and affiliates (""Innovation Network Technologies Corp.") will resell hardware ("Hardware") and licensed Software ("Software"), and resell maintenance and technical support services ("Maintenance") and consulting, training, and other services ("Consul ing Services") to you ("Customer"). Unless otherwise governed by a signed contract between Customer and Innovation Network Technologies Corp., only hese Terms of Sale will apply to sales made in connection with the attached quotation (the quotation, together with the Terms of Sale, hereafter referred to as the "Quote").

To accept this offer, Customer must include the Quote number on a purchase order ("Order") issued by Customer. If Customer wishes to reject or modify any terms of this Quote and propose its own terms in its Order or otherwise, it must include he words "Innovation Network Technologies Corp. Terms Rejected' in the Order issued pursuant to this Quote. Including the Quote number on any Order that does not reject Innovation Network Technologies Corp.'s terms as provided in the prior sentence constitutes Customer's express acceptance of the terms contained in this Quote. Acceptance of this Quote also constitutes Customer's confirma ion that the Product, Maintenance, and Consulting Services descriptions, quantity, term, and price set forth in the Quote accurately represent Customer's intended purchase. In addition. Maintenance and Consulting Services will be delivered pursuant Innova ion Network Technologies Corp.'s hen-applicable terms available upon request. The parties expressly agree that any o her terms, including Order terms (except for part codes, quantities, prices and addresses), whether pre-printed or otherwise, will have no effect.

Purchase, Shipment and Payment. Upon receipt of an Order or other documentation acceptable to Innova ion Network Technologies Corp., Innovation Network Technologies Corp. will process Orders in accordance with this Quote. Customer is responsible for, and all prices are quoted exclusive of, any sales, use, value-added, or other taxes, and any tariffs, duties, fees, or other charges imposed on sales (except for taxes on Innova ion Network Technologies Corp's income). Innovation Network Technologies Corp. Product, Consulting Services, and Maintenance prices exclude he cost of freight, insurance, and other transport charges. All shipments wi hin the con inental U.S. shall be FOB Origin. Innovation Network Technologies Corp. will invoice Customer for (i) Product upon shipment or transmission of the Product, (ii) Maintenance annually in advance, (iii) in advance for pre-packaged Consul ing Services or upon completion for custom Consulting Services, and (iv) training upon order date. Pre-packaged Consulting Services and pre-packed training subscriptions expire one year from the invoice date; refunds are not available for purchased or expired pre-packaged Consulting Services or prepackaged training subscrip ions. Subject to Customer meeting Innovation Network Technologies Corp.'s credit terms, all invoices are due net 30 calendar days from the invoice date. Without limiing Innovation Network Technologies Corp.'s remedies, Customer shall pay interest on overdue amounts at 1.5% per month, or the maximum amount allowed by law. Innova ion Network Technologies Corp.'s obligation to deliver Products, Maintenance, and Consul ing Services subject to Customer's continued creditworthiness

License. Any license to use the Products is subject to he terms of this Quote and the then-current end user license agreement accompanying the Manufacturers Product ("EULA"). "Documentation" means installa ion guides and operation MAMis provided with the Product in printed, electronic, or online form.

Warranty. All warranties for products are provided by exclusively by he product manufacturer in accordance with the terms of he then-current manufacturers' warranty and EULA accompanying the Products.

Export. Product and Documentation is of United Stats ("U.S.") origin and subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. laws and regula ions is prohibited. Customer agrees to not direcly or indirecly export, import, or transmit the Product or Documentation to any country or end user, or for any end use, that is prohibited by any applicable U.S. law or regulation (including those countries from ime to time subject to embargo by the U.S. Government"). Customer represents that nei her the U.S. Bureau of Export Administration nor any other governmental agency has suspended, revoked, or denied Customer's export privileges. Additionally, Customer agrees to not directly or indirectly export, import, transmit, or use the Products or Documentation contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use; and not to use or transfer the Products or Documentation for any end use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license

Confidentiality. Each party agrees to maintain the confidentiality of the other party's Confidential Information, and not to disclose it to a third party, without the prior written consent of the o her party. "Confidential Informa ion" means all Product, Documentation, Maintenance, Consulting Services, trade secrets, product plans, financial information, customer lists, pricing, documents, disclosures, and written or oral statements disclosed by the disclosing party that are identified as "confidential" and all such information that, by its nature is confidential regardless of whether it is marked.

Government Use. In Government contracts or subcontract, the Product and Documentation including any technical data (collectively "Materials") are commercial as defined in Federal Acquisi ion Regulation ("FAR") 2.101 and any supplement and further is provided with RESTRICTED RIGHTS. All Materials were fully developed at private expense. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Materials is restricted by these Terms of Sale and further restricted in accordance with DFARS Section 227.7202 and FAR Section 12.212, is fur her restricted in accordance with the terms of Innovation Network Technologies Corp.'s EULA. Except as described herein, all other Use is prohibited. Limitation of Liability, INNOVATION NETWORK TECHNOLOGIES CORP.'S CUMULATIVE LIABILITY, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AMOUNTS PAID BY CUSTOMER. FOR THE PRODUCTS, IAAINTENANCE, OR CONSULTING SERVICES GIVING RISE TO THE CLAM.

General. The Quote, including any documents specifically incorporated by reference, constitutes he entire agreement between the parties with respect to he subject matter hereof. The Quote will be governed by the laws of he State of Texas without regard to any conflict of law provisions. All disputes arising under the Quote will be tried in the courts of the State of Texas. The U.N. Convention on Contracts for the International Sale of Goods will not apply. No provision will be deemed waived unless such waiver is in wri ing and signed by an authorized representative of Customer and Innovation Network Technologies Corp.. If any provision of the Quote is held invalid, the remainder of these terms shall not be affected, provided he intent of the paries is not materially impaired. Customer may not assign or transfer the Product licensed or purchased hereunder, or any rights herein, or delegate to a third person any duties or obliga ions hereunder, without Innova ion Network Technologies Corp.'s prior written consent, and any attempt to do so is void. Innovation Network Technologies Corp. is acting on behalf of its suppliers for the purpose of disclaiming, excluding and or limiting obliga ions, warranties and liability as provided in these Terms of Sale, but in no o her respects and for no other purpose. The foregoing provisions shall be enforceable to he maximum extent permitted by applicable law. This Quote may not be modified except by a written addendum which references this Quote and is issued by a duly authorized representative of Innovation Network Technologies Corp.. All of which is agreed to by the duly authorized undersigned as of the date the second of the two par ies executes this document below ("Effective Date"). INNOVATION NETWORK TECHNOLOGIES CORPORATION.

Innovation Network Technologies		City of Fair Oaks Ranch	
Signature:		Signature:	
Name:	Matt Dinsdale	Name:	Brian LeJeune
Title:		Title:	
Date:		Date:	