



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 10182024CH

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

### Data Backup Hardware, Licensing and Support

- Year 1: \$63,995.25
- Year 2: \$63,451.91
- Year 3: \$63,451.91

Details Included in Proposal # 005919-R1  
Reference DIR Contract # DIR-TSO-4332

Note: Please send registration information for hardware items to [itwarranty@fairoaksranchtx.org](mailto:itwarranty@fairoaksranchtx.org)

Please send registration information for software items to [licensing@fairoaksranchtx.org](mailto:licensing@fairoaksranchtx.org)

Authorized By: \_\_\_\_\_

Date: \_\_\_\_\_



**InNet Consultant:**  
Matt Dinsdale  
mdinsdale@innetworktech.com  
Phone: (469)939-7672  
Fax:

Date: September 06, 2024  
Quote Expires: 200 day(s)  
Payment Terms: Net 25

**Proposal # 005919-R1**

<b>Bill to:</b> <b>City of Fair Oaks Ranch</b> 7286 Dietz Elkhorn Fair Oaks Ranch, Texas 78015 Brian LeJeune (210) 698-0900 blejeune@fairoaksranchtx.org	<b>Ship to:</b> <b>City of Fair Oaks Ranch</b> 7286 Dietz Elkhorn  Fair Oaks Ranch, Texas 78015 Brian LeJeune (210) 698-0900 blejeune@fairoaksranchtx.org
--	--

YEAR 1				
Product	Description	Qty	Unit Price	Total Ext
	Platinum Suport Component for Recover Series Bundle	1	29,669.6200	\$29,669.62
	Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.	2	462.4400	\$924.88
	Cloud 500GB -Infinite Retention - Annual Subscription	1	1,121.1600	\$1,121.16
	Cloud 500GB -90 Days Retention - Annual Subscription	48	661.1719	\$31,736.25
	Services - Includes up to one (1) remotely delivered session of up to one (1) hour with a Services Consultant to move metadata for up to one (1) replacement appliance when backing up to the cloud.	1	543.3400	\$543.34

YEAR 2				
Product	Description	Qty	Unit Price	Total Ext
	Platinum Support Component for Recover Series Bundle	1	29,669.6200	\$29,669.62
	Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.	2	462.4400	\$924.88
	Cloud 500GB -Infinite Retention - Annual Subscription	1	1,121.1600	\$1,121.16
	Cloud 500GB -90 Days Retention - Annual Subscription	48	661.1719	\$31,736.25



<b>YEAR 3</b>				
<b>Product</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Ext</b>
	<b>Platinum Support Component for Recover Series Bundle</b>	1	29,669.6200	\$29,669.62
	<b>Platinum Support for Backup Enterprise Plus Socket License: 24/7 technical assistance and software upgrades.</b>	2	462.4400	\$924.88
	<b>Cloud 500GB -Infinite Retention - Annual Subscription</b>	1	1,121.1600	\$1,121.16
	<b>Cloud 500GB -90 Days Retention - Annual Subscription</b>	48	661.1719	\$31,736.25

Comments: \*\*\*\*DIR-TSO-4332\*\*\*\* Subtotal: **\$190,899.07**

Appliance Upgrade 3-Year Paid Annually **Total: \$190,899.07**

Year 1 Payment:\$63,995.25  
Year 2 Payment:\$63,451.91  
Year 3 Payment:\$63,451.91

Total Payment:\$ 190,899.07

Term Dates: 11-01-2024 -----10-31-2027

Pricing valid through 11/1/2024



TERMS OF SALE

This agreement establishes the 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 ("Consulting Services") to you ("Customer"). Unless otherwise governed by a signed contract between Customer and Innovation Network Technologies Corp., only these 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 the 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 confirmation 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 Innovation Network Technologies Corp.'s then-applicable terms available upon request. The parties expressly agree that any other 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 Innovation 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 Innovation Network Technologies Corp.'s income). Innovation Network Technologies Corp. Product, Consulting Services, and Maintenance prices exclude the cost of freight, insurance, and other transport charges. All shipments within the continental 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 Consulting 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 pre-packaged training subscriptions. Subject to Customer meeting Innovation Network Technologies Corp.'s credit terms, all invoices are due net 30 calendar days from the invoice date. Without limiting 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. Innovation Network Technologies Corp.'s obligation to deliver Products, Maintenance, and Consulting Services subject to Customer's continued creditworthiness.

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

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

Export. Product and Documentation is of United States ("U.S.") origin and subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. laws and regulations is prohibited. Customer agrees to not directly or indirectly 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 time to time subject to embargo by the U.S. Government ("Government")). Customer represents that neither 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 other party. "Confidential Information" 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 Acquisition 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 further 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, MAINTENANCE, OR CONSULTING SERVICES GIVING RISE TO THE CLAIM.

General. The Quote, including any documents specifically incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. The Quote will be governed by the laws of the 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 writing 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 the intent of the parties 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 obligations hereunder, without Innovation 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 obligations, warranties and liability as provided in these Terms of Sale, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the 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 parties executes this document below ("Effective Date"). INNOVATION NETWORK TECHNOLOGIES CORPORATION.

Innovation Network Technologies

Signature: \_\_\_\_\_
Name: Matt Dinsdale
Title: \_\_\_\_\_
Date: \_\_\_\_\_

City of Fair Oaks Ranch

Signature: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_