



Heartland Business Systems
 1700 Stephen St
 Little Chute, Wisconsin 54140
 United States
<http://www.hbs.net>

Quotation

Date	Nov 17, 2014 2:00 PM CST
Doc #	65956 - rev 1 of 1
Description	EMC Additional 3TB Hard Drives f/ SAN
SalesRep	Zoeller, Joe (P) 920-687-4254 (F) 920-788-7739
Customer Contact	Wenninger, Joe (P) (920) 886-6174 jwenninger@ci.neenah.wi.us

Customer

Neenah, City of (T7514714)
 Neenah, City of - Attn: Joe Wenninger
 211 Walnut St.
 Neenah, Wisconsin 54956
 (P) (920) 751-4714

Bill To

Neenah, City of
 Wenninger, Joe
 211 Walnut St.
 Neenah , Wisconsin 54956

Ship To

Neenah, City of
 Wenninger, Joe
 City Hall
 211 Walnut Street
 Neenah , Wisconsin 54956

Customer PO: None	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions: JWenninger@ci.neenah.wi.us		Carrier Account #: None

Item Description	Qty	Unit Price	Total
1 VNX 3TB NL SAS 15X3.5 DAE UPG	4	\$1,391.00	\$5,564.00
2 VNXB OE PER TB HI CAPACITY UPGRADE	12	\$176.00	\$2,112.00
3 PREMIUM SW SUPPORT Note: 36 months	1	\$452.00	\$452.00

Total: \$8,128.00

Acceptance of Order:

 (signature)

P.O. #: _____

Date: _____

The above prices are for Hardware/Software Only, and do not include Delivery, Setup or Installation by Heartland Business Systems unless otherwise noted.

Installation by Heartland Business Systems is available at our regular Hourly Rate, or at the reduced rate of a Pre-Paid Network Support Block.

This configuration is presented for your convenience only. Heartland Business Systems will not be responsible for typographical or other errors or omissions regarding prices or other information. Prices and configurations are subject to change without notice and may not include shipping charges or applicable taxes. A 15% restocking fee will be charged on any returned part. A \$25.00 processing fee will also be charged. No returns will be accepted by Heartland without a RMA Number - Please call your account manager, for assistance.

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., and its affiliate Avastone Technologies, LLC (Heartland or Avastone or Seller), and customer (Buyer) who purchases products and/or services from Heartland or Avastone.

- 1) ACCEPTANCE. Buyer accepts these Standard Terms and Conditions as a condition of Buyers purchase of services and/or products from Heartland and/or Avastone.
- 2) PAYMENT AND TERMS. All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of Service Block invoices. Service Block invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) TIME NOT OF THE ESSENCE. Time is not of the essence with respect to Seller's performance hereunder.
- 4) FORCE MAJEURE. Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin,

fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.

5) SHIPPING. With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.

6) WARRANTY. Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7) PROFESSIONAL SERVICES. Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid Service Block purchased by the Buyer, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless of whether the services are covered under warranty, applied to a Service Block or billed out at an hourly rate, all terms of this agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland.

A) Warranty. If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a Service Block or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a Service Block or billed out at the then-prevailing hourly rate, whichever applies.

B) Service Blocks. Buyer may choose to purchase a pre-paid Service Block from Seller. When a Service Block is purchased, labor and travel charges incurred will be applied against the service block. Buyer will receive informational invoices detailing the services as they are provided.

1) When a pre-paid Service Block is exhausted an additional Service Block may be purchased. If an additional Service Block is not purchased, then services will be billed out at the then-prevailing hourly rate.

2) Either party may terminate a pre-paid Service Block by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this agreement is terminated before the Service Block is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.

C) Hourly Rate. Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a Service Block then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.

8) PROFESSIONAL SERVICE ESTIMATES. At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.

9) FOUR-HOUR RESPONSE. For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.

10) ASSIGNABILITY. Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.

11) EXCLUDED EQUIPMENT. Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.

12) BUYER'S RESPONSIBILITY. Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.

13) BUYER'S WARRANTY AS TO PROPER LICENSING. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.

14) BUYER'S WARRANTY AS TO PROPER BACKUP. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

15) NON-SOLICITATION OF HEARTLAND PERSONNEL. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employees providing services under this agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employees providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that may bring an action for injunctive relief and/or actual damages to enforce this provision.

16) SUSPENSION OF PRODUCTS AND/OR SERVICES. Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.

17) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Sellers liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

18) ACCEPTANCE OF PRODUCTS. Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery.

19) CHOICE OF LAW; JURISDICTION. This agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin. Heartland and/or Buyer shall bring any such claim to court in Outagamie County in Wisconsin. Heartland and/or Buyer hereby submits to the jurisdiction of the court of Outagamie County in the state of Wisconsin for purposes of litigating any such claim brought by Heartland and/or Buyer arising under this agreement or related to the transaction evidenced by it.

20) ATTORNEY FEES. In the event that legal action is taken by either party upon any claim arising from this agreement or in any way related to the transaction that is evidenced by this agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.

21) SEVERABILITY. If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect to the extent permitted by law.

22) BINDING EFFECT. This agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

23) ADDITIONAL WORK. In the event that while in the process of providing the products or services covered by this agreement, Seller agrees to provide additional products or service not specifically covered by this agreement, the terms and conditions of this agreement shall govern, unless otherwise provided in writing.

24) ENTIRE AGREEMENT. This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

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*Subject to signed terms and conditions document on file.