



Heartland Business Systems
5400 Patton Drive Unit 4B
Lisle, Illinois 60532
United States
<http://www.hbs.net>

Quotation

Date

Jan 8, 2013 11:07 AM CST

Doc #

12376 - rev 1 of 1

Description

Microsoft Subscription

SalesRep

Spampinato, Mauri
(P) 630-786-6250

Customer Contact

None

Customer

Maywood School District #89 (V4502000)
906 Walton Street
Melrose Park, Illinois 60160
(P) (708) 450-2890

Bill To

Maywood School District #89
Payable, Accounts
906 Walton Street
Melrose Park, Illinois 60160
(P) (708) 450-2890

Ship To

Maywood School District #89
Cavallone, John
Van Buren Building
1204 Van Buren Street
Maywood, Illinois 60153
(P) (708) 450-2890

Item Description	Part #	Qty	Unit Price	Total
Server Licensing				
1 Microsoft Windows Server Datacenter Edition License & software assurance - 2 processors - EDU, additional product, annual fee - MOLP: Open Value Subscription - level E - All Languages Note: Per Physical Server	P71-06905	5	\$270.00	\$1,350.00
2 Microsoft Exchange Server Enterprise Edition License & software assurance - 1 server - additional product, annual fee - MOLP: Open Value Subscription - level E - Win - All Languages	395-04412	4	\$350.00	\$1,400.00
3 Microsoft Office SharePoint Server License & software assurance - 1 server - additional product, annual fee - MOLP: Open Value Subscription - level E - Win - All Languages	76P-01359	2	\$468.00	\$936.00
4 Microsoft SQL Server Standard Core Edition License & software assurance - 2 cores - EDU, additional product, annual fee - MOLP: Open Value Subscription - level E - Win - All Languages	7NQ-00050	2	\$310.00	\$620.00
5 Microsoft Windows Server Standard Edition License & software assurance - 2 processors - EDU, additional product, annual fee - MOLP: Open Value Subscription - level E - All Languages Note: Licensing for 21 physical servers	P73-05566	63	\$42.00	\$2,646.00
6 Microsoft System Center Datacenter Edition License & software assurance - 2 processors - EDU, additional product, annual fee - MOLP: Open Value Subscription - level E - Win - All Languages	T6L-00033	1	\$208.00	\$208.00
CALs				
7 Microsoft Desktop Education w/Enterprise CAL License & software assurance - 1 license - EDU, annual fee, Enterprise - MOLP: Open Value Subscription - level E - Win - All Languages Note: Based on FTE	2UJ-00007	338	\$62.00	\$20,956.00

3 Year "Open Value Subscription" agreement with Microsoft. Renewed annually.

Subtotal: \$28,116.00

Total: \$28,116.00

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

1) ACCEPTANCE. Acceptance of these Standard Terms and Conditions is made by the Buyers purchase of services and/or products from Heartland Business Systems (legal name: Heartland Label Printers, Inc.)(Seller).

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.

3) ADDITIONAL CHARGES. If installation of products sold hereunder requires more time than was reasonably estimated at the time proposal was made, and that such additional installation time is attributable to incompatibility problems caused by upgraded hardware, and that such incompatibility problems were not known to, or reasonably foreseen or ascertainable by, Seller at the time of service, Buyer shall pay additionally an amount determined by Sellers then-prevailing hourly rates for installation, based upon the actual additional installation time.

4) BUYERS WARRANTY AS TO PROPER LICENSING. Buyer warrants and represents to Seller that it is properly licensed for all software being used by their organization and shall hold Seller harmless from any claims or suits premised upon breach of any third partys proprietary rights with respect to such software.

4a) BUYERS WARRANTY AS TO PROPER BACKUP. Buyer warrants and represents to Seller that Buyers system has been properly backed up prior to the commencement of any services provided by Seller and understands that Seller is not responsible, under any circumstance, for any liability or damages incurred due to improper backup situations.

5) TIME NOT OF THE ESSENCE. Time is not of the essence with respect to Seller's performance hereunder.

6) FORCE MAJEURE. Sellers performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Seller 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.

7) SHIPPING. With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business at Little Chute or Milwaukee, Wisconsin, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturers or distributors 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.

8) WARRANTY. The products sold hereunder may be subject to a warranty by the manufacturer 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 manufacturers warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against manufacturer, directly, and are not assertable against 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 SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

9) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Sellers liability for breach of these Standard Terms and Conditions, 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 parts of the products sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise, arising from any breach of warranty. 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.

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

11) 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. Seller and/or Buyer shall bring any such claim to court in Outagamie County in Wisconsin. Seller 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 Seller and/or Buyer arising under this agreement or related to the transaction evidenced by it.

12) SERVICE AND SUPPORT AGREEMENTS. The products sold hereunder may be covered by one or more service or support agreements between Seller and Buyer, and/or between a third party and Buyer. Buyer acknowledges that any such support agreement is a separate contract between Seller and Buyer, and is not part of this agreement. This agreement per se imposes no obligation on the part of Seller to provide service or support for the products sold hereunder; if not contracted for contemporaneously with this agreement, service and support shall be independently contracted for subsequent to this agreement. Buyer may not set off any amount owed under this agreement against any amount claimed to be owed by Seller to Buyer under any such separate service or support agreement.

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

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

representatives, beneficiaries and assigns.

15) 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.

16) 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.

17) 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 services not specifically covered by this agreement, the terms and conditions of this agreement shall govern, unless otherwise provided in writing.

18) SUSPENSION OF PRODUCTS AND/OR SERVICES. Seller 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.

Acceptance of these Standard Terms and Conditions is made by the Buyers purchase of services and/or products from Heartland Business Systems (legal name: Heartland Label Printers, Inc.).

(Revised 8/1/05)