



Quotation/Offer
JMS2105055 - Village of Grayslake

Date: 4/29/2021
Expiration Date 5/29/2021

Prepared For:
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030
Zachary Smith
847.223.8515
zsmith@villageofgrayslake.com

Project Name:
NetMotion Annual Support Renewal 2021

Project Description:

From:
Aercor, Inc.
14033 Commerce Ave NE
#300-361
Prior Lake, MN 55372
www.aercor.com

Maintenance

\$1,447.04

Total:

\$1,447.04

Michelle Bassett
Phone: 651-289-4212
Fax: 651-209-7694
Email: mkbassett@aercor.com

Proposal Comments:

**** Please reference the quote number on your purchase order. Thank you. ****
*****Credit Card payments will be subject to a convenience fee where applicable and must be paid at time of order*****



Customer Name: Village of Grayslake
Quote/Offer ID: JMS2105055 - Village of Grayslake
Date: 4/29/2021

Product Number	Description	Qty	Customer Unit Sale Price	Extended Sale Price
Maintenance				
11NMX25	NM Mobility 1-Year Premium Maintenance Maintenance Covers: Mobility with 25 Devices * Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Cumulative quantity discounts on additional device licenses * Patch and point releases at no additional charge * Guaranteed response times Maintenance effective from 6/1/2021 to 5/31/2022	1	\$1,447.04	\$1,447.04
Maintenance Total:				\$1,447.04
			Customer Total:	\$1,447.04

Note: The information in this Proposal is considered PROPRIETARY and CONFIDENTIAL to Aercor.
 By review of this information, you agree to maintain its confidentiality and use it for internal business purposes only.
 Any variation in quantity, description or delivery may result in price changes.
 Prices are valid for 30 days from date of this Proposal unless otherwise stated.
 Delivery dates can, and do, change frequently and at very short notice. The estimated delivery date on this Proposal is only valid from the date of acceptance via signature. Once we receive this signed Proposal, we will confirm a new estimated delivery date. Shipping and taxes are added at the time of invoice. Shipping charges are subject to additional handling fees for specifying carriers and/or expedited shipments.
 This Proposal is subject to (a) the Terms and Conditions attached hereto and (b) credit and finance approval.
 Opened boxes are not eligible for return.

Proposal Comments:

Exhibit A
PRODUCT PURCHASE AGREEMENT
TERMS AND CONDITIONS

1. Product

Aercor Inc (Aercor) will provide to the other party hereunder ("Client"), the product or products specified in the sales proposal (the "Document") to which these Terms and Conditions are attached and made a part of (individually and collectively, the "Product"), by sale, license or sublicense, as provided under and upon the terms and conditions of this Agreement. These Terms and Conditions, along with the Document and all appendices thereto, are collectively the "Agreement".

2. Invoicing and Payment

The purchase price for the Product will be due and payable as indicated in the attached Document. If Client's account is past due and Aercor has notified Client verbally or in writing of the past due balance, it may, without advance notice, immediately cease any and all Product sales hereunder, or revoke any and all Product licenses hereunder, without any liability for breach of this Agreement. If Client's account, after default, is referred to an attorney or collection agency for collection, Client will pay all of Aercor's expenses incurred in such collection efforts including, without limitation, court costs and reasonable attorney's fees.

3. Taxes

The customer agrees that they are responsible for payment of any sales or use tax arising from its purchase of product under this agreement.

4. Limitations on Warranty

Aercor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. Aercor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Client should refer to the Product license, documentation and other information provided by the manufacturer of the Product for warranty and any other information regarding any Product.

5. Limitation of Liability

Client's exclusive remedy, and Aercor's sole liability to client, for any cause whatsoever will be limited to any purchase price or license fees, as applicable paid to Aercor by client under this agreement. The foregoing limitation will apply regardless of the form of action, whether contract or tort, including without limitation, negligence. In no event will Aercor be liable for any loss of profit, revenue, data, use, or other commercial injury, or any special, incidental, indirect or consequential damages, suffered by client or any third party, whether or not Aercor has been advised of the possibility of such loss, injury, damages or third party claim, under any cause of action arising out of or relating to this agreement.

6. Enforceability

If any provision, or any part of any provision, of this Agreement will be held void, voidable, invalid, or inoperative, no other provision of this Agreement will be affected as a result thereof and accordingly, the remaining provisions of this Agreement will remain in full force and effect as though such void, voidable, invalid or inoperative provision or part thereof had not been contained herein.

7. Relationship

This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third person or otherwise to act in a way as a representative or agent of the other.

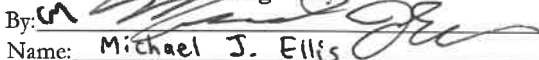
8. Entire Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. To the extent that any of the terms and conditions of the Document or any appendices thereof conflict with these Terms and Conditions, these Terms and Conditions will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties. Unless otherwise defined in the Document, all defined terms will have the definitions set forth in these Terms and Conditions.

Aercor Authorized Signatory

By: _____
Name: _____
Title: _____
Date: _____

Customer Authorized Signatory

By: 
Name: Michael J. Ellis
Title: Village Manager
Date: 4-30-21
PO#: _____