

SALES ORDER

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Perry proTECH Representative

Brandon Griesinger

(419) 879-6391

Customer Contact

Prchlik, Joe

419-205-2099

joeprchlik@northern-buckeye.org

Customer Number: TC50

Delivery Address

Tiffin City Schools

244 South Monroe Street

Tiffin, OH 44883-2906

Bill to:

Tiffin City Schools

244 South Monroe Street

Tiffin, OH 44883-2906

Item Code	Description	Site Ship To	Quantity	Price	Total
PaperCut	PaperCut	N/A	1	\$0.00	\$0.00
PC-AMS5	PC-PR ACDI ADV M and S YEARS 1234 and 5	N/A	13060	\$0.75	\$9,795.00
PP- MFLATINSTALLFE E1	PP-Flat Installation Fee 1 Hour	N/A	8	\$220.00	\$1,760.00

Tax not included in Subtotal

Sales Order Subtotal:

\$11,555.00

Freight:

Tax:

Total Order:

Customer Acceptance

Date

Perry proTECH Representative
Brandon Griesinger

Sales Manager's Approval

Corporate Approval

Rep #

Software Installation and Services General Terms and Conditions:

1. PERRY proTECH by its acceptance hereof, agrees to furnish to the named client (hereinafter referred to as "client") the described Software Installation and Services (hereinafter referred to as "Agreement") on the following terms at the location indicated.
2. Software Installation and Services are professional services rendered on-site or through remote communication methods by PERRY proTECH for Clients requesting assistance with configuring, installing, troubleshooting, upgrading, securing, supporting the computer software and hardware systems covered under this Agreement. Client hereby authorizes the PERRY proTECH remote access to the system.
3. Professional Services hours purchased by the client expire 12 months after the date of purchase.
4. All work shall be performed in a workmanlike and professional manner.
5. PERRY proTECH shall have the right to determine the method, details, and means of performing the work to be performed for the Client. When work is performed at Client's premises, Client shall provide a work environment which is clean, safe, and conducive to providing the required services.
6. Client agrees to remit payment to PERRY proTECH promptly for all third-party products purchased by PERRY proTECH on behalf of the client as required by the terms stated on the PERRY proTECH invoice document.
7. Annual Software Maintenance Program (AMP) fee increases by third party software providers shall be passed on to Client. Annual Software support and problem resolution requires payment of Annual Software Maintenance Program. Payment of Annual Software Maintenance program will provide access to software version updates. Installation of software updates is not covered under this agreement. Fees for software update installations will be charged at the then current rates for Professional Service Hours. Failure to pay Annual Software Maintenance Program fees will result in a discontinuation of support services and access to software updates provided by software vendors.
8. Client will not withhold payment of any amounts or otherwise default under this Agreement by reason of any claim that PERRY proTECH has failed to perform its obligation hereunder, unless Client provides PERRY proTECH with written notice of the specific alleged failure and provides PERRY proTECH thirty (30) days from receipt of certified mail to PERRY proTECH's address shown on the billing invoice to substantially cure said failure.
9. Client shall pay all collection costs incurred by PERRY proTECH in the collection of any amount due hereunder, and in the recovery of any property pursuant to or in the enforcement of rights against the Client, including attorney's fees and costs, whether or not suit is brought.
10. PERRY proTECH shall not be liable to Client for any failure or delay caused by events beyond PERRY proTECH's control, including, without limitation, Client's failure to furnish necessary information; sabotage; failures or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; Clients damage to equipment; shortages or labor, fuel, raw materials, or equipment; technical or power failures or fluctuations.
11. PERRY proTECH will not be responsible for indirect, incidental, or consequential damages including but not limited to lost profits or damages arising out of use or inability to use the computer software or equipment or lost data. PERRY proTECH's aggregate maximum liability relating to services under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to PERRY proTECH for the portion of its services or work products giving rise to liability. Neither Client nor PERRY proTECH will be liable to the other for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.
12. Client will indemnify PERRY proTECH and hold PERRY proTECH harmless from and against any and all third-party claims, demands, actions, losses, liabilities, cost and expenses (including reasonable attorney's fees and costs) arising out of or resulting from the Client's use of the system, the performance or lack of performance of Client, or any of Client's activities under this Agreement except to the extent caused by PERRY proTECH's gross negligence or intentional misconduct.
13. PERRY proTECH makes no guarantee as to system uptime, nor can PERRY proTECH predict failures or events that may impact client systems. PERRY proTECH is not responsible for lost data. Client acknowledges its sole responsibility to and agrees to regularly back-up the system.
14. Client agrees not to directly solicit the employees of PERRY proTECH or its affiliates for employment. Except upon payment to PERRY proTECH of a fee of one (1) years compensation for said employee by cash or certified check, Client shall not hire or accept or retain as an employee or independent contractor any employee or representative of PERRY proTECH. The parties agree that the said sum of one (1) years compensation is paid PERRY proTECH as full and adequate consideration for the loss of services of such employee.
15. This Agreement shall be governed by the laws of the State of Ohio and constitutes the entire Agreement between PERRY proTECH and Client with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification is in the writing by the party against whom it is sought to enforce the waiver, amendment, or modification. Any action arising from the terms of this Agreement shall be brought solely in the courts of Allen County, Ohio.
16. Each party will keep confidential any financial, statistical, business, technical, copyrighted, or confidential or proprietary information of the other party which may be accessed or submitted by one party to the other (including the price paid for product and/or services, any discounts, any special payment terms, and any other negotiated terms of this Agreement). And each party agrees to keep such information confidential by using the same care and discretion that is uses with similar confidential and proprietary information of its own and will instruct its personnel to do so.
17. Prevailing labor rates are included in Agreement and are subject to change from time to time at the discretion of PERRY proTECH.
18. All PERRY proTECH services are billed on a time and materials basis at the then prevailing hourly labor rate, unless otherwise specified in a separate Statement of Work or included in the Professional Services time allocated.
19. PERRY proTECH and Client shall determine the schedule of work and will use best efforts to accommodate work schedule requests. Once work is scheduled and confirmed by Client, should Client cancel or postpone the work within three (3) business days of the start date, a cancellation fee may be charged. The cancellation fee, to be determined by PERRY proTECH.
20. For any project exceeding eight (8) hours to complete, PERRY proTECH may require that Client sign a separate Statement of Work, which shall be appended to this Agreement and incorporated herein. The Statement of Work will set forth the specific services to be provided, the deliverables, the project duration/schedule, the fee for services rendered, and any other pertinent details. Any changes to the project after the Statement of Work has been signed shall require a written Change Order signed by the parties. In executing a Statement of Work, Client understands that the Terms of this Agreement will apply, except as specifically and expressly stated in said Statement of Work.
21. PERRY proTECH shall not be obligated to perform or provide services as called for in this Agreement unless the Client is current with all payments due to PERRY proTECH under this or any other agreement with the PERRY proTECH.

Client Initials _____ Date _____