Quote 13614



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Prepared For

Wesley Barker

Town of Black Mountain

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Quote Information

Quote#	13614
Created	07/07/2026
Expires	08/06/2026

All Mandatory

Description	Price	Qty.	Amount
Limited Technical Microsoft 365 Review Investigate: • Microsoft 365 configuration	$2,150.00 Each	1	$2,150.00

• MFA and conditional access settings
• Sign-in records
• Mailbox permissions
• Available audit logs
• Written technical summary

Looking For:
• Unusual account sign-ins
• Logins from unexpected locations
• Blocked or challenged sign-in attempts
• Mailbox access by someone other than the mailbox owner
• Unusual mailbox delegation or permission changes
• Shared mailbox access
• Unusual deletion patterns
• Relevant administrative changes

Employee Accounts in Question:
Jessica Trotman
Josh Harrold
Michelle Kennedy
Russell Cates



Subtotal	$2,150.00
Tax	$150.50
Total	**$2,300.50**

BILLING TERMS:

- 100% of products and hardware are billed upon signature and due upon receipt
- 50% of labor billed upon signature and due upon receipt
- Remaining 50% of project labor billed upon project completion, Net 30 days

If you wish to proceed, please accept the quote. By signing below, you agree to our standard Terms & Conditions and/or Managed Services Agreement and agree to pay the full amount as shown. Applicable sales tax will be added on all qualifying products. We reserve the right to cancel orders arising from pricing or other errors.

I agree to the terms and conditions of this document with an electronic signature below.

PO Number:

(Wesley Barker)

Name: Wesley Barker

Date:

Terms & Conditions

I. General

These general terms and conditions of sale (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts and repair services, collectively, the “Products”) furnished hereunder. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller’s headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller’s written specification, quotation or order acknowledgment.

II. Term Duration And Renewal:

1) INITIAL TERM: The initial term of this agreement, if applicable, is listed under the product(s) in the Order above and shall commence on the Effective Date. Not all products will have a term listed - in this case, the Initial Term concludes once the project is completed.

2) RENEWAL TERM: Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either party provides written notice of termination at least thirty (30) days prior to the end of the then-current term.

3) TERMINATION: Either party may terminate this agreement by providing written notice of termination at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

III. Payment Terms

Net thirty days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due. No payment by offset is permitted unless approved by Seller.

IV. Delivery Terms

Delivery terms are Ex Works with respect to shipping costs, risk of loss and title transfer, except that title to all intellectual property rights associated with the Products (e.g., software and firmware) remains with Seller (or its suppliers and licensors), and such Products are made available or licensed only for use by the customer pursuant to this agreement or other Seller license agreement. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the customer.

V. Warranty

THE WARRANTIES CONTAINED BELOW IN THIS ARTICLE IV ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND EXTEND ONLY TO CUSTOMERS PURCHASING FROM SELLER OR ITS APPOINTED DISTRIBUTOR.

A. Hardware

Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

B. Software and Firmware

Unless otherwise provided in a Seller or third-party license agreement, Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that standard software or firmware Products furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller’s headquarters. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer’s intended use or requirements. Software and firmware corrections are warranted for a period of three months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

C. Service

Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed-cost or time-

and-material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

D. Customer Specifications

Seller does not warrant and will not be liable for any design, materials, or construction criteria furnished or specified by Customer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.

E. Remedies

Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, reperformance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's factory, will be at Customer's expense.

F. General

Warranty satisfaction is available only if (a) Seller is promptly notified in writing; and (b) Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

VI. Limit of Liability

IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

VII. Intellectual Property

Seller will defend any suit or proceeding brought against the customer based on a claim that the design or construction of the Products sold or licensed hereunder by Seller infringe any U.S. or Canadian Patent, Copyright or Mask Work Registration, provided that the customer promptly notifies Seller of any such claim and resulting suit or proceeding in writing and further provided that, at Seller's expense, (a) the customer gives Seller the sole right to defend or control the defense of the suit or proceeding, including settlement, and (b) the customer provides all necessary information and assistance for that defense. Except for any consequential damages, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related to any such claim. In the event of a charge of infringement Seller's obligation under the Agreement will be fulfilled if Seller, at its option and expense, either (i) procures for the customer the right to continue using such Products; (ii) replaces the same with non-infringing Products; (iii) modifies the same so as to make them non-infringing; or (iv) accepts the return of any infringing Products and refunds their purchase price. Notwithstanding the foregoing, Seller will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the Products at the request of the customer, on any process application into which the Products are integrated by the customer, or on use of the Products in combination with other equipment or products not supplied by Seller. THIS PARAGRAPH SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO INTELLECTUAL PROPERTY AND INFRINGEMENT OF PATENTS BY ANY PRODUCTS (INCLUDING SOFTWARE PROGRAMS, EQUIPMENT OR PRODUCTS THEREOF) OR BY THEIR OPERATION, AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS RELATING TO INFRINGEMENT OR INTELLECTUAL PROPERTY, EITHER EXPRESS OR IMPLIED.

VIII. Licensed Software and Firmware

Products comprised of software or firmware may be subject to additional terms and conditions set forth in separate Seller's license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated herein. Such Products will not be delivered or made available until the customer also agrees to the terms and conditions of such separate license agreements.

IX. Prices

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time-and-material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

X. Changes

Customer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling, and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable, or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities.

XI. Returns

All returns of Products will be subject to prior Seller approval. Returns of unused and salable Products for credit will be subject to Seller's return policies in effect at

the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by the customer.

XII. Order Cancellation

An order may be canceled by the customer prior to shipment only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by the customer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty five (45) days after receipt of the customer's written notice specifying such cause.

XIII. Force Majeure

Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

XIV. Disputes

The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

XV. Governing Law

This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the State of North Carolina, without respect to its choice of law principles.

XVI. Assignment

This agreement may not be assigned by either party without the written consent of the other, however, consent will not be required for internal transfers and assignments as between Seller and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

END OF DOCUMENT