

# 1 PRICING

## 1.1 CONFIDENTIAL QUOTATION

<b>ATTN:</b>	Richard Duckworth	<b>DATE:</b>	March 18, 2020
<b>COMPANY:</b>	City of Fort Collins (Transfort)	<b>FAX:</b>	
<b>EMAIL:</b>	rduckworth@fcgov.com	<b>OPP ID #</b>	0063s00000DrIY6 RevB
		<b>QR # in CRM</b>	4317
<b>ADDRESS:</b>	970-224-6196	<b>RE:</b>	Server Migration Services for Enghouse IVR
<b>PHONE:</b>			

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
1	1	Server Migration Services for Enghouse IVR <u><b>Includes:</b></u> - Decommission Loquendo Ports - 4 CP VXML Ports - Nuance Vocalizer Text to Speech Ports (English) - Nuance Vocalizer Text to Speech Ports (Spanish) - Migrate Busline IVR Application to Windows Sever - Migrate Busline Database to SQL Server - Software Configuration, Localization and Installation - Quality Assurance - Design and Testing - Maintenance Year 1	\$45,121.00	\$45,121.00
<b>Management Discount</b>				<b>(\$12,580.00)</b>
<b>Total</b>				<b>\$32,541.00</b>
2	1	Maintenance Year 2	\$2,515.00	\$2,515.00
3	1	Maintenance year 3	\$2,641.00	\$2,641.00

### Payment Milestones:

- Project milestones will be defined and agreed upon prior to acceptance of purchase order

## 1.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

### 1.2.1 SOFTWARE LICENSE

#### Requirement for End-User License Agreement

- Any entity procuring Clever Devices Ltd ("Clever Devices") licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this

quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices End-User License Agreement to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

#### Obligations of Non End-User Procuring Entities

- Non End-Users are granted the right to install the licensed products and to test their functionality in the End-User designated space or equipment. Non End-Users do not have licenses to otherwise use or operate Clever Devices' products and no other licenses or rights to use are provided or implied by this Agreement

#### **1.2.2 GENERAL**

- All Purchase Orders must be sent to the following email address:  
customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include shipping, sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2020
- Clever Devices shall be paid for the items quoted above as follows:
  - Payment terms are Net 30 days, subject to prior approval of our Credit Department
  - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
  - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
  - Clever Devices' General Terms and Limits of Liability apply
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and if available will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair

#### **1.2.3 CLEVER DEVICES' WARRANTY POLICY**

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
  - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
  - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge.
  - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
  - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
  - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician (d) to a product or a part that has been modified without the written permission of Clever Devices or (e) if any of Clever Devices' serial number has been removed or defaced, or (f) expendable or consumable parts, such as batteries and flashcards.
  - f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.
- 2) Warranty Repair Policy
  - a) A replacement or repaired product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property and the replaced product becomes Clever Devices' property.
- 3) Obtaining Warranty Service
  - a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
  - b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
  - c) The original purchaser assumes all cost in shipping the defective product to Clever Devices and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

**Ship to:**

Clever Devices Ltd.  
Attn: Service Department RMA # \_\_\_\_\_  
300 Crossways Park Drive  
Woodbury, NY 11797

**1.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY**

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable.

Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

### 1.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

1) Non-Warranty Repair Policy

Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

2) Field Service

Field service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, hotel/motel rooms and Per Diem rates. Contact Clever Devices for current Per Diem rates.

<b>GENERAL FIELD SERVICE RATES:</b>	
Transportation	Actual cost* using commercial coach or business class air, first class rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport.
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	150.00** per hour for actual time in customer's plant, plus a flat rate for round-trip travel time.
Miscellaneous	Actual charges for other necessary items such as tolls, parking and freight charges*.
* Charges may be subject to a 12% administrative fee.	
** Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved.	

3) Non-Clever Devices Product Received for Repair

Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

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Tony Kendall  
 Strategic Accounts Manager  
 516-949-6316

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