



iboss Inc.
101 Federal St
23rd Floor
Boston, MA 02110

Account Name Monroe County School District - FL
Payment Term NET_30

Quote Name Monroe County School District - 2018 - 2019
Renewal
Quote Number 00012315
Expiration Date 12/4/2018
Status Approved

Created By Riley Tobin

Created Date 9/4/2018

Bill To Name Monroe County School District - FL
Bill To 241 Trumbo Rd.
Key West, FL 33040
US

Ship To Name Monroe County School District - FL
Ship To 1105 Leon Street
Key West, FL 33040
US

Product	Sales Price	Quantity	Discount	Total Price	Contract Start	Contract End
Advanced Features Subscription K12-1Y	\$8.28	8,000.00	60.00%	\$26,496.00	10/29/2018	10/29/2019
Large Platform (In-line) Subscription K12-1Y	\$20,700.00	1.00	60.00%	\$8,280.00	10/29/2018	10/29/2019

Additional Comments / Payment Schedule (if applicable):

Execution of this quote is acknowledgement that iboss is not responsible, nor will provide support or replacement, for previously purchased appliance(s) associated with license subscription above.

Summary of Fees:

Subtotal	\$86,940.00
Discount	60.00%
Total Price	\$34,776.00
Grand Total	\$34,776.00

Legal

CLIENT AGREES TO ACCEPT THIS QUOTE AND EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THE AGREEMENT AND THE TERMS OF THIS QUOTE. THIS QUOTE MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

This Quote is entered into by and between iboss, Inc. and the entity identified below. This Quote incorporates by reference and shall be governed by the Terms of Service and End User License Agreement available at <https://www.iboss.com/terms-of-use> ("Agreement"), which customer has read and should print or save for its reference. To the extent the pre-printed terms on a purchase order or other similar document contains any terms and conditions that are in addition to, inconsistent with or conflict with the terms and conditions of the Agreement or this Quote, such terms shall be void.

School Board approved October 23, 2018

Customer-Specific Agreement

between iboss, Inc. and the School Board of Monroe County, Florida

This Customer-Specific Agreement ("CSA" or "Agreement") is entered into the 6 day of November, 2018 ("Effective Date") by and between iBoss, Inc. located at 101 Federal Street, Boston, MA, 02110 ("Supplier") and the School Board of Monroe County, Florida, with an office at 241 Trumbo Road, Key West, Florida, 33040 ("Customer"). Supplier and Customer are jointly referred to herein as "Parties."

WHEREAS, Customer desires to enter into additional terms with Supplier that are supplemental to Supplier's standard terms and conditions; and

WHEREAS, Supplier agrees to enter into the requested supplemental terms as consideration for entering into purchase agreement with Customer;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the Parties agree is as follows:

1. Term. The term of this Agreement shall begin as of the Effective Date and its term shall be concurrent with the term of the Contract unless otherwise terminated as provided herein. Termination rights are as set forth in the Contract.

2. DISPUTE RESOLUTION. Excluding any claims arising from or related to the infringement or misappropriation of Supplier Property, the parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement, Supplier advertising or marketing materials, or any Supplier Property (a "**Dispute**") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. Notwithstanding any provision in this Agreement to the contrary, Supplier agrees that if Supplier makes any future material change to this dispute resolution provision, it will not apply to any individual claim(s) for which you had already provided notice of to Supplier. The existence or results of any negotiation, mediation will be treated as confidential.

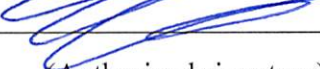
This Agreement is governed by the laws of the State of Florida. If the mediation described in this section provision is unable to resolve a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in Monroe County, Florida.

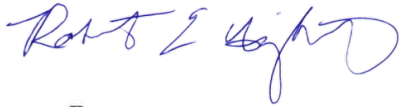

3. Order of Precedence: Any conflict between the terms and conditions of the Contract or Supplier's standard terms and conditions and the terms of this Agreement shall be governed by the terms of this Agreement. Those terms that are not otherwise in conflict shall continue in full force and effect.

In WITNESS WHEREOF, the Parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

iboss, Inc.

Monroe County School Board

By: 
(Authorized signature)

By:  
(Authorized Signature)

Eddie Kim
Printed Name

Robert E. Highsmith / Mark T. Porter
Printed Name

Title: Operations Manager

Title: School Board Chairman / School Superintendent

Date: 11 / 6 / 18

Date: October 23, 2018