



QUOTATION

Date	Quote ID	Revision ID	Effective From	Effective To	
7/22/2024	QUO-12939-M1Y7H5	0	5/13/2024	8/21/2024	
Customer Contact		MSAB Contact			
Steve Anders Southern Virginia ICAC +1 434-534-9521 sanders@bedfordsheriff.org		Elizabeth Neal Area Sales Manager +1 856-285-0888 elizabeth.neal@msab.com			
Bill To		Ship To			
Southern Virginia ICAC		Electronic Delivery			
Part No	Item Description	Qty	Unit	Unit Price (USD USD)	Line Total (USD USD)
LR48904	XRY Logical & Physical License Renewal - POP: 5/31/2024 – 5/31/2025 - Licenses listed below*	9	1-YEAR	\$4,305.00	\$38,745.00
Sub-Total					\$38,745.00
Freight					\$0.00
Grand Total (USD)					\$38,745.00

***Licenses To Be Renewed:**

- 3-4048422
- 3-4048423
- 3-4048425
- 3-4048426
- 3-4048428
- 3-4048429
- 3-4048430
- 3-4048431
- 3-4048433

This quote is subject to the MSAB Terms & Conditions of Sale:
www.msab.com/terms

CONFIDENTIAL PROPRIETARY INFORMATION

MSAB Inc
 241 18th Street South
 Suite 202, Arlington, VA 22202
 Tel +1 703 750 0068 | Fax +1 800 371 9215
 Tax ID # 33-1211059 | Duns #831301762
www.msab.com | sales@msab.com



MSAB Terms & Conditions of Sales

Terms of Pricing and Payment

- For the license to the Software for the defined period, Customer agrees to pay MSAB the fees as outlined above. Payment is due prior to shipping unless other terms have been agreed and specified in the purchase order.
- The license fee provided to use the Software shall also include the right to make use of the Hardware needed to access the Software as provided by MSAB.
- Fees for installation and/or training courses are in addition to the license fee provided above and must be paid prior to execution of installation and/or attendance of training, as applicable.
- All prices and payments shall be in the currency stipulated in this quotation in immediately available funds and without any set-off or deduction.
- All payments are to be made to MSAB by way of wire transfer, credit card or by check made payable to MSAB with reference to the corresponding invoice.
- All invoices shall be deemed accepted and approved unless an objection is made within 8 days from the invoice date. Any amount not paid when due shall accrue interest at a rate of the lesser of (i) 10% per annum; or (ii) the greatest amount allowed by applicable law. Customer shall also be responsible for reasonable administrative, legal and court costs incurred by MSAB in collecting late payments and late payment charges.
- All prices quoted exclude transportation, insurance, VAT, and other taxes or duties now in force or hereafter enacted. Customer agrees to pay, in addition to the prices quoted or invoiced, all taxes, fees, or charges of any nature whatsoever (including but not limited to withholding taxes and business taxes, imposed by any governmental authority on, or measured by, the transaction between buyer and MSAB) excluding taxes based on MSAB's income. If MSAB is required to collect or withhold the foregoing, the buyer will pay such amounts unless the buyer has provided MSAB with a valid tax exemption certificate authorized by the appropriate taxing authority.
- All quoted prices herein are confidential and shall remain valid for 30 days from the specified submission date (above). MSAB reserves the right to adjust prices after the expiry of such 30 day period.
- Fees may be increased by MSAB (after the Initial License Period noted above). Upon notice to the Customer, fees may be increased due to inflation or for any other reason in MSAB's sole discretion.

Terms of Delivery

- Hardware and Software shall be delivered by MSAB to Customer upon execution of these Terms & Conditions of Sales and receipt of payment in full of all fees owed by Customer. All Hardware and Software shall be sent to the address designated by Customer on the Purchase Order.
- Shipment will be Incoterm FCA from the MSAB location unless other terms have been agreed between Customer and MSAB and specified in the purchase order. Shipping and handling costs are extra and will be separately itemized and invoiced to Customer.

Terms for Software and Cable Updates

- Customer shall be entitled to receive software updates and new cables released by MSAB during the License Period specified above so long as Customer is in compliance with the Terms & Conditions of Sales including the payment of all applicable license fees.

Limited Warranty

- Hardware purchased from MSAB as specified above includes a 24 month warranty from the date of purchase. In the unlikely event of an equipment defect caused by normal usage in accordance with any accompanying terms and conditions, MSAB shall either repair or replace the defective product, at its sole discretion, with the same or equivalent product without charge to the customer.
- The foregoing limited warranty for MSAB manufactured hardware may be extended for additional license periods as specified above if the customer continues to purchase a MSAB Software License without interruption. This limited warranty does not apply to computer equipment or any other components that already have a guarantee from a third party supplier.
- The warranty for computer equipment supplied by MSAB can be extended to a maximum of 36 months, provided the customer continues to purchase a MSAB Software License without interruption.

Other Applicable Terms

- All use of the Software and Hardware is subject to Customer's compliance with the terms and conditions of MSAB's End User License Agreement (the "EULA") (read here: <https://www.msab.com/terms/#toc-eula>), which is incorporated herein by this reference and may be updated from time to time at MSAB's discretion.
- All training courses purchased from MSAB either pursuant to these Terms & Conditions of Sales or separately at a future date are subject to MSAB's Terms & Conditions of Training Courses (read here: <https://www.msab.com/terms/#toc-training>), which are incorporated herein by this reference and may be updated from time to time at MSAB's discretion.

Export Restriction License regarding the XRY and XAMN software component (Declaration of End User):

- MSAB is obliged to pay particular attention to issues of re-export as XRY and XAMN are classed as a "Dual-Use" products. End users are therefore specifically prohibited from the re-export or transfer of XRY and XAMN outside of their original nation state.
- By accepting these terms Customer hereby certifies that XRY and XAMN and equipment for this license ordered and purchased by Customer from MSAB:
 - Will be exclusively used by Customer.
 - Will not be transferred or re-exported to a third party.
- Customer further certifies that any use shall be in accordance with international human rights law and not in connection with human right violations.
- Customer does not have the right to reproduce, amend, install, copy, lend or in any way make available XRY and XAMN or any part thereof to any third party without the prior written consent of MSAB.
- MSAB will not be held liable to Customer or any other third party for an action or damages claim made arising out of the use of XRY or XAMN without obtaining the proper consent or approvals. Any use or operation of XRY and XAMN shall be permitted only after the Customer has obtained any relevant consent or approval required pursuant to applicable law in the jurisdiction in which such use is made.
- Customer agrees to indemnify and hold MSAB (without any limitation whatsoever), its affiliates, its directors, shareholders and employees against any damages, claims, liabilities and expenses (including legal fees) arising as a result of using XRY and XAMN in such circumstances.
- Further, without limiting the foregoing,
 - the Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties.
 - The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties that would frustrate the purpose of paragraph (1).
 - Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and MSAB shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 300% of the total value of this Agreement or price of the goods exported, whichever is higher.
 - The Customer shall immediately inform MSAB about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to MSAB information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

This Agreement between MSAB and the entity name above (along with the EULA) shall become effective and Customer agrees and accepts the terms set forth herein by signing a copy of this document, or accepts by way of email or other written form the MSAB quote to which this document is attached, (along with credit card authorization form, or wire transfer reflecting the above terms) and returns the same to MSAB and continues for the period set forth above, unless terminated earlier as set forth herein. Thank you for choosing MSAB and for executing and delivering this Agreement.

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