

**CONTRACT FOR GOODS
TILLAMOOK COUNTY AND MICROCEPTION, INC.
CHILD ADVOCACY CENTER INTERVIEW
ROOM MONITORING SYSTEM**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and MICROCEPTION INC., hereafter called "contractor", for the project entitled "CHILD ADVOCACY CENTER INTERVIEW ROOM MONITORING SYSTEM", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Thirty-Eight Thousand Four Hundred Ninety-Four and 00/100 Dollars (\$38,494.00), unless otherwise adjusted in accordance with the terms of this contract. Full payment is due upon execution of agreement.
2. The time of completion for this contract is July 31, 2023.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 Public Contract Provisions;
 - 3.3 Project Proposal #032922-2;
 - 3.4 Project Proposal #032922-3H and;
 - 3.5 Microception Inc. Terms & Conditions Agreement.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to provide the goods herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.

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6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided herein and in the schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be

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awarded to the prevailing party, unless otherwise specified herein or agreed.

8.6 Notices

Any notice required or permitted under this contract shall be in writing and deemed given when:

8.6.1. Actually delivered, or

8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.

8.7 Breach

Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 24th day of April, 2023.


Contract Officer

Dated this 4th day of May, 2023.

CONTRACTOR: MICROCEPTION, INC.


Karl Parandjuk, President & CCO
624 Holcomb Bridge Road, Suite 10
Roswell, Georgia 30076
678-806-4276
kparandjuk@microception.com

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Dated this 10th day of May, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Erin D. Skaar, Chair

____ ____ ____/____

Mary Faith Bell, Vice-Chair

____ ____ ____/____

David Yamamoto, Commissioner

____ ____ ____/____

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

William K. Sargent,
County Counsel

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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases,

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contractor shall pay the employee at least time and one-half (1 and 1/2) pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
 1. Termination of this contract, in whole or in part;

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2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END OF PUBLIC CONTRACT PROVISIONS

MICROCEPTION

Microception, Inc.
624 Holcomb Bridge Road, Suite 10
Roswell, GA 30076 USA
678-80-MICRO (678-806-4276)
www.microception.com

Proposal Number: 032922-2
Proposal Date: 5/1/23
Order Date:
Owner TB/KP

Customer Billing Information	Customer Installation Address
Company: Tillamook County Child Advocacy Center Address: 201 Laurel Ave City: Tillamook State: OR Zip Code: 97141 Contact: Maria Bateman, Work Cell: (971) 341-1604	201 Laurel Ave Tillamook, OR 97141 <i>Note: This proposal is for a Stand-alone MetaScope rig. In the near term, it will not be connected to the CAC's network or MetaScope server module.</i>

Item	Description	Qty	Price	
			Unit	Extended
1	MetaScope™ Digital Forensic Examination Application for Windows PC <ul style="list-style-type: none"> • Works with select Canon digital SLR cameras • Captured images and short video clips are saved to tablet and encrypted • Media on camera is automatically deleted • Image preview shown in full screen on large tablet viewfinder • Capture high resolution images or HD short video clips • Trigger image and short video clip capture with foot pedal or tap on tablet • Touch-enabled tablet allows examiner to review media and add notes and overlays • Review captured images before saving • Transfer images/short video clips securely to MetaCase for management and archiving via the optional MetaScope Module. <i>Notes: When installed on the Meta Scope Hardware Bundle, the Meta Scope App can be used as a stand-alone system, or it can be combined with Meta Case™ and the Meta Scope™ Server Module to archive, manage and securely share images and short video clips captured with the Meta Scope system. Meta Scope Hardware Bundle, Meta Case™ and the Meta Scope™ Server Module sold separately.</i>	1	\$ 5,000.00	\$ 5,000.00
5	MetaCare1™, One (1) Year of Software Maintenance & Support , includes: Meta Application and Module software upgrades, enhancements, and point releases as they are made available to the field; Phone and online support; on-site support if deemed necessary by Microception. Annual renewal. <i>Note: Two (2) and three (3) year Software Maintenance Agreements are available at a 5% and 10% discount respectively, if purchased and paid for up front with initial system purchase.</i>	1	\$ 1,000.00	\$ 1,000.00
3	MetaScope™ Digital Forensic Examination Hardware Bundle Includes, but not limited to: <ul style="list-style-type: none"> • Microsoft Surface Pro Tablet w/ Core i5 processor, 8GB, 128 GB SSD, Winows11 • Canon EOS M-Series (M50 or later) Mirrorless Digital Camera Kit • Canon EF-S 18-55mm f/3.5-5.6 IS STM Lens, with Mount Adapter • Lens mounted LED Light Ring • Camera Protection Cage with Side Handle • AC Power Adapter for Canon Camera • Medical Grade Variable Height Roll Stand • Stand Accessories, including Articulating Arm, Tablet Enclosure w/ Handles • ABS NEMA Electrical Enclosure • USB 3.0 Powered Hub • USB Slim DVD Burner • USB Foot Control Switch Pedal • Miscellaneous Cables, Connectors, Power Strip, and Accessories <i>Note: Price includes primary systems pre-assembly, installation of Meta Scope software on tablet computer, system testing, and shipping.</i>	1	\$ 6,999.00	\$ 6,999.00
1	Installation Labor and expenses to purchase, deliver, install, configure, test and provide training at customer site for items 1 through 3.	1	\$ 3,500.00	\$ 3,500.00
See page 2 for additional terms and signatures			TOTAL	\$ 16,499.00

MICROCEPTION

Microception, Inc.
624 Holcomb Bridge Road, Suite 10
Roswell, GA 30076 USA
678-80-MICRO (678-806-4276)
www.microception.com

Proposal Number:	032922-2
Proposal Date:	5/1/23
Order Date:	
Owner	TB/KP

Additional Terms:

- 1) **Total amount shown at bottom of page 1 due on proposal signing and before equipment will be ordered.**
- 2) **Unless an extension is requested in writing by Customer or full payment is not received by June 2nd 2023, this project will be completed, with equipment delivered and installed, and Customer personnel trained, by July 31st, 2023**
- 3) Unless otherwise specified, **all prices include standard shipping.** Overnight shipping or other custom shipping services requested by the customer in writing will be billed separately

Note: By signing below, the Authorized Representatives of Customer and Microception acknowledge: (i) that they have reviewed the Microception Proposal and Microception's Standard Terms and Conditions; and (ii) that they understand the requirements of said documents and do hereby agree to be bound by the terms and conditions embodied therein.

Tillamook County Child Advocacy Center

Company:

Signature:

Print Name:

Title:

Date:

Microception, Inc.

Company:

Signature:

Karl Parandjuk

Print Name:

President

Title:

Date:

MICROCEPTION

Microception, Inc.
624 Holcomb Bridge Road, Suite 10
Roswell, GA 30076 USA
678-80-MICRO (678-806-4276)
www.microception.com

Proposal Number: 032922-3H
Proposal Date: 5/1/23
Order Date:
Owner KP

Customer Billing Information	Customer Installation Address
Company: Tillamook County Child Advocacy Center Address: 201 Laurel Ave City: Tillamook State: OR Zip Code: 97141 Contact: Maria Bateman, Work Cell: (971) 341-1604	201 Laurel Ave Tillamook, OR 97141 <i>Note: This proposal is for a CaseCracker Onyx 1 Room Interview System, with dual cams & mics, and monitoring room PC. In the near term, it will not be connected to the CAC's network.</i>

Item	Description	Qty	Price	
			Unit	Extended
1	CaseCracker Onyx Lite Standard 1 Room Interview System, includes: <ul style="list-style-type: none"> Recording server with 2TB of storage, (1) room controller and power supply, (1) wall microphone, (1) In-wall plate camera (1080p),. 3-years of software support and hardware warranty included. 	1	\$ 13,734.00	\$ 13,734.00
2	(Optional 2nd Cam) IP 1080p HD Dome Camera: Axis M3085-V compact, mini dome camera; up to 1920x1080 resolution; Varifocal 3.1mm Lens; F2.0. fixed iris; IR corrected; Frame rate with WDR: 25/30 fps (50/60 Hz), Power-Over-Ethernet, various image settings available.	1	\$ 1,595.00	\$ 1,595.00
3	(Optional 2nd Mic) Ceiling Microphone: Louroe Verifact A microphone is in a discreet cylindrical white housing to be installed on the ceiling near the interviewee. Dimensions: 4" in dia and 1.4" hi	1	\$ 550.00	\$ 550.00
4	Monitoring/Observation Room Workstation with 12th Gen Intel Core i3 i3-12100 4-core 3.3G processor, 8GB DDR4 RAM; 1TB HD; 24x Dual Layer DVD Burner; Logitech Z-150 speakers; Microsoft Windows 11 Pro OS; 23.8" HD LED monitor; Logitech KB/mouse; 3 yr parts/labor depot wty	1	\$ 2,249.00	\$ 2,249.00
5	Installation Labor and expenses to purchase, deliver, install, configure, test and provide training at customer site for items 1 through 4. <i>Note: This proposal does not include pulling cable or installing junction boxes in walls for the mics and in-wall cameras. Customer will have that work done before Microception personnel arrive on site. Microception will however terminate cables and mount the cameras and mics.</i>	1	\$ 3,867.00	\$ 3,867.00
See page 2 for additional terms and signatures			TOTAL	\$ 21,995.00

MICROCEPTION

Microception, Inc.
624 Holcomb Bridge Road, Suite 10
Roswell, GA 30076 USA
678-80-MICRO (678-806-4276)
www.microception.com

Proposal Number:	032922-3H
Proposal Date:	5/1/23
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Additional Terms:

- 1) **Total amount shown at bottom of page 1 due on proposal signing and before equipment will be ordered.**
- 2) **Unless an extension is requested in writing by Customer or full payment is not received by June 2nd 2023, this project will be completed, with equipment delivered and installed, and Customer personnel trained, by July 31st, 2023**
- 3) Unless otherwise specified, **all prices include standard shipping.** Overnight shipping or other custom shipping services requested by the customer in writing will be billed separately.

Note: By signing below, the Authorized Representatives of Customer and Microception acknowledge: (i) that they have reviewed the Microception Proposal and Microception's Standard Terms and Conditions; and (ii) that they understand the requirements of said documents and do hereby agree to be bound by the terms and conditions embodied therein.

Tillamook County Child Advocacy Center
Company:

Signature:

Print Name:

Title:

Date:

Microception, Inc.
Company:

Signature:

Karl Parandjuk
Print Name:

President
Title:

5-4-23
Date:

MICROCEPTION TERMS & CONDITIONS AGREEMENT

1. **PAYMENT TERMS:** Purchase of all equipment and services listed in attached Proposal Numbers 032922-2 & 032922-3H shall be paid for up front and in-full by Customer prior to equipment being ordered. Unless an extension is requested by Customer or full payment is not received by June 2nd 2023, Scope-of-Work for Proposals listed herein shall be completed no later than July 31st 2023.
2. **PREVAILING TERMS AND CONDITIONS:** The terms and conditions of this Agreement and the Proposals, and the terms and conditions contained in any Appendices to this Agreement, together form the entire Purchase Agreement. Request for quotation, Customer's purchase order, or other purchasing documents which are inconsistent with or in addition to the terms and conditions of this Agreement are void.
3. **APPROVAL OF ORDERS:** This Agreement and all purchase orders for Products under this Agreement are subject to acceptance by Microception including, if appropriate, credit approval by Microception. Upon notice by Microception, Customer will furnish Microception such financial information as Microception may reasonably request for this approval. Microception may, at its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by Microception.
4. **DELIVERY:** Delivery times shown on the Proposal are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. Microception will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.
5. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement or the Proposal, the prices for Products indicated in this Agreement and associated Proposal exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. Microception will prepay these costs and invoice them to Purchaser.
6. **TITLE AND RISK OF LOSS:** Title and risk of loss of or damages to any Products will pass to Customer upon Microception's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Customer directly to the carrier.
7. **TAXES:** The prices for Products indicated in this Agreement and associated Proposal may be subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all requisite sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. Microception will invoice Customer for any of these taxes Microception is legally obligated to collect from Customer.
8. **FINANCE CHARGE/COSTS OF COLLECTION:** If the Customer fails to pay Microception for products when due, then in addition to any other remedies available to Microception under this Agreement or allowed by law for that default, Customer will pay Microception an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and Microception's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.
9. **INSTALLATION:** If applicable, installation will be performed during Microception's normal working hours, 8:00 a.m. - 5:00 p.m., Monday through Friday unless otherwise noted on the Proposal. Installation Schedules must be coordinated through Microception's sales department. When delivery of all required equipment is confirmed, Microception's sales department will contact Customer to schedule installation. If an installation must be re-scheduled at Customer's request, it will be moved to the next suitable opening in the sales department schedule.
10. **CHANGES/RETURNS:** Customer has no right of rescission. Customer-requested changes once equipment is on-hand or in transit, must be made in writing and approved by Microception, and may result in re-stocking charges to the Customer. Re-stocking charges will be 25% of product purchase. Any changes to the agreed-upon scope of work defined in the proposal must be authorized in writing by Microception.
11. **WARRANTY:** For equipment purchases, the manufacturers' warranties apply. Microception guarantees installation services and Microception software to be free of defects in materials and workmanship for a period of 90 days from the date of completion. Defective materials or equipment will, at Microception's option, be repaired or replaced at no cost to the Customer during the warranty period. Unless a separate service agreement has been entered into, at the expiration of the 90-day System Warranty period, the manufacturers' warranties will be honored according to their individual terms. Service Agreements are available from Microception; see your sales representative for details.
12. **WAIVER:** Either party's waiver of the other's default in any of its obligations under this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.
13. **ENTIRE AGREEMENT:** This Agreement, Proposal and Microception approved Appendices to this Agreement supersede, terminate and otherwise void any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on the associated Proposal are by this reference incorporated in this Agreement.

Please sign below to indicate acceptance of Terms and Conditions. Signature will also indicate purchase approval.

Accepted By: _____

Print Name & Title: _____ Date: _____

Standard T&Cs

Microception, Inc.

Company Confidential

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TILLAMOOK COUNTY and MICROCEPTION, INC. - CHILD ADVOCACY CENTER INTERVIEW ROOM MONITORING SYSTEM