



davenportgroup

City of Minot, ND

Apex Backup Service - 25 SaaS Apps - Salesforce Users +
Gov Cloud - 3 Years

DG14905

your **davenport group** representative

Jackson Larson
Account Executive
jackson.larson@davenportgroup.com
cell: 763-355-2714
corporate: 877-231-9114

Quote

**Prepared For**

City of Minot, ND
10 3rd Ave SW
Minot, ND 58701

Jason McKibben
jason.mckibben@minotnd.gov

Quote Number DG14905
Quote Date 07/23/2025
Quote Expiration 07/31/2025

Contract Code
ND (Dell) NASPO 23026

Qty	Description	Unit Price	Ex. Price
25	PowerProtect Backup Service For SaaS Apps Subscription Term: 36 Months Subscription Dates: 8/1/2025 - 7/31/2028 Salesforce Archiver SaaS Apps Gov-Cloud Add-On 3 Years ProSupport Mission Critical Software Support No Installation	\$285.00	\$7,125.00
Sub-Total			\$7,125.00

Total **\$7,125.00**

Payment Terms



Payment Terms: Terms of payment for products, software, subscriptions, and maintenance are Net 15 from date of invoice, unless otherwise agreed upon. Pricing provided in this quote is valid through the expiration date stated above, after which pricing is subject to change. Davenport Group Care Services are considered maintenance for the purpose of these terms. A separate invoice for Davenport Group Professional Services will be issued upon completion of those services; the terms will be Net 15 from date of the invoice. Recurring invoices require payment upon receipt of invoice. Recurring contracts will be reconciled (i.e. "trued up") and an invoice adjustment will be made to match the preceding term's actual use. For metered products billed periodically based on usage, recurring and true-up invoices all require payment upon receipt of invoice. Cancellation of non-term and/or out-of-contract software contracts requires 30 days' written notice.

Electronic payments are accepted via ACH, bank to bank transfer, and credit card. Credit card transactions will incur a 4% processing fee.

If a software product includes the ability for the Customer to add additional services, capacity, and/or users, invoices for any added and/or altered expenses will be reconciled (i.e. "trued up") and an invoice adjustment will be made based on the preceding term's actual use. In some circumstances, subscription renewals may renew under supplier provisions that may affect pricing.

Pricing and Tariff Disclosure: All products listed on this quote may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the applicable invoice. Davenport Group reserves the right to cancel orders if payment is not received according to the terms specified above.

Block Hour Payment Terms: Payment is due in advance, upon receipt of invoice.

Return Policy: Davenport Group does not offer a return policy unless a product is confirmed defective by the manufacturer. In the event of a product defect, Davenport Group will engage the manufacturer under their terms and conditions for replacing or rectifying the defective product.

Customer Inspection of Shipment: Customer is responsible for inspecting all shipments upon receipt. If any discrepancies or damaged items are identified, the customer must notify Davenport Group within 3 business days of receipt of shipment. Failure to notify us within this specified time period will result in Davenport Group being unable to take any corrective action.

By proceeding with the purchase, the customer acknowledges and agrees to adhere to these terms regarding payment terms, returns, inspections, and notifications of discrepancies or damaged items. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed beyond Customer organization, without the express prior written consent of Davenport Group.

A handwritten signature in black ink on a white background. The signature reads "Thank you for your business!" above "Jason McKibben". A small red circular icon with a white letter "C" is positioned to the left of the "T" in "Thank".

7/31/2025

Signature

Date

Purchase Order Information



If applicable, please enter the PO Number and Shipping Address below.

By submitting a purchase order, referencing Davenport Group quote number DG14905, Client agrees to be bound by the terms and conditions referenced herein.

**These fields are optional*

PO Number

Ship to Name

City of Minot

Street

10 3rd Ave SW

City

Minot

State

ND

Postal Code

58701

**Use 2 Character Abbreviation*

Davenport Group Partner Services Subscription Agreement

This Partner Services Agreement (the “Subscription Agreement”) is entered into between City of Minot, ND, hereinafter referred to as “Client”, and Davenport Group Inc., hereinafter referred to as “Authorized Partner”.

1. Managed Services:

The Client hereby subscribes to the Managed Services described in Table 1.1 below.

Table 1.1

Subscription Term (Months)	Description	Billing Cycle	# of Payments	Payment Amount	Total Subscription Amount
36	PowerProtect Backup Service For SaaS Apps Subscription Dates: 8/1/2025 - 7/31/2028	Once	1	\$7,125.00	\$7,125.00

2. Payment Terms:

Table 1.1 outlines the subscription term, products, billing cycle, number of payments and total subscription amount. Perpetual licenses require upfront payment in full and are billed once. Subscription services are invoiced according to the payment terms listed below:

Payment Terms: Net 15

3. Subscription Term and Billing Cycle:

The subscription term’s estimated commencement date will begin on **August 1, 2025**. Payment Amount will be billed on a one-time basis for the subscription term.

4. Renewal and Pricing Terms:

- 4.1 This subscription agreement does not contain an automatic renewal provision for successive terms. Davenport Group agrees to provide Client with written notification sixty (60) days prior to the current term expiration date requesting Client’s intent to renew.
- 4.2 Renewal or Pricing Changes: Any changes to pricing will be communicated to the Client at least 30 days prior to the commencement of the renewed term.

5. Microsoft Specific Terms:

Notwithstanding any other provisions in this Agreement, Microsoft subscriptions are subject to the following specific terms:

5.1 Billing and Auto-Renewal:

Microsoft subscriptions are billed based on the billing cycle listed in Table 1.1.

Despite any provisions to the contrary in Section 4, Microsoft subscriptions will automatically renew upon completion of the initial term unless Client indicates non-renewal through the Davenport Group MyCloud Portal, or by providing notice of non-renewal to Davenport Group thirty (30) days prior to expiration term.

5.2 License Quantities:

Client may increase license quantities anytime through the Davenport Group MyCloud Portal. Increases are billed immediately on a pro-rated basis. License quantity decreases will only take effect at the start of the subscription's next renewal date.

5.3 Pricing Changes:

Microsoft subscription prices are established by Microsoft and are subject to change. Client acknowledges that pricing for Microsoft subscriptions may be adjusted upon renewal without prior notification.

6. Early Termination:

In the event of early termination by the Client, the Client shall be responsible for the guaranteed term of engagement listed in Table 1.1 and the balance of fees shall be due immediately.

7. Acknowledgment of Third-Party Vendor Terms and Conditions:

Client acknowledges and understands that their use of the services or user licenses provided by Davenport Group is contingent upon acceptance and compliance set forth by the third-party vendor's terms and conditions supplying the services or licenses. Client acknowledges that Davenport Group shall not be liable for any breach of these terms and conditions by Client. Client agrees to review and comply with the applicable third-party vendor terms and conditions governing their use of the services or user licenses. The EULAs (End-User License Agreements) pertaining to our Third-Party vendors are located at <https://davenportgroup.com/eula>.

8. Authorized Partner Responsibilities:

Davenport Group is an authorized reseller partner of the Vendors and acting on its own behalf to resell the Services or User Licenses listed in Table 1.1. Davenport Group is not

an agent or fiduciary of the Vendor(s). Davenport Group shall coordinate with the Vendor to ensure Client receives the Services listed in Table 1.1 but is not responsible for any Vendor's failure to provide or support the Services in accordance with the applicable Vendor terms.

9. Acceptance and Authorization:

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Subscription Agreement effective as of the date of last signature below.

City of Minot, ND

 *Jason McKibben*

Signature

Jason McKibben

Name

IT Manager - Systems and Support

Title

7/31/2025

Date

Dav





Signature

BJ Bradley

Name

Chief Operating Officer

Title

7/31/2025

Date