





**PREPARED FOR**

Broken Arrow Public Schools ("Customer")

**PREPARED BY**

Brightly Software Inc

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Broken Arrow Public Schools

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Broken Arrow Public Schools:

**Service Term: 36 months (07/01/2025 - 06/30/2028)**

<b>Cloud Services</b>			
Item	Start Date	End Date	Investment
TechnologyEssentials Help Desk	7/1/2025	6/30/2026	\$8,166.83
ConnectAuthenticate	7/1/2025	6/30/2026	\$0.00
<b>Annual Renewal:</b>			<b>\$8,166.83 USD</b>

\*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.



## Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2026	Investment Year 3 Start Date: 07/01/2027
TechnologyEssentials Help Desk	8,166.83 USD	8,166.83 USD
- ConnectAuthenticate	Included	Included
Total:	8,166.83 USD	8,166.83 USD



# Help Desk – Standard Implementation

## Summary:

Company will provide specified implementation services to Customer to implement Help Desk, an IT ticket management system. This implementation service is intended to be completed in 30-days and includes access to Company's on-line Learning Management System (LMS), interactive project plan, dedicated implementation specialist, train-the-trainer best practices, and go-live support and guidance as Customer configures their account and trains end users.

## In Scope:

The items below will be considered in scope of this SOW:

1. Help Desk Standard Implementation

## Deliverables:

- Project Kickoff Call with a Company Project Coordinator
- 30-day access to our interactive project collaboration tool
- Up to four calls with a dedicated Implementation Specialist
- Go-Live Support for additional assistance during roll-out
- Provide train-the-trainer best practices
- Unlimited access to Help Site, LMS, and Company webinars – during and after implementation

## Acceptance Process:

The Tasks in the project plan represent the individual activities that constitute Standard Implementation for Help Desk. Upon completion of the required Tasks, the Standard Implementation Service will be deemed delivered and the project will be closed. Some Tasks may not be applicable to the Customer's needs and may be waived from the project upon agreement between the Customer and Implementation Specialist. Some Tasks (data importing, for example) are considered optional and may or may not be completed depending on the availability of data to be imported. Completion of optional Tasks is not required to complete delivery of Standard Implementation and close the project.

## Assumptions:

### Customer Assumptions

The success of this project is dependent on the attendance and full engagement of the key stakeholders.

- Customer will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, Customer will be responsible for reaching out to their implementation specialist within the 30-day project duration window and will be subject to the implementation specialist's availability.



- Customer shall be primarily responsible for providing access and training on Help Desk to end-users.
- Customer will provide user data to be imported in a timely manner and in the template format provided so the Implementation Specialist has an opportunity to import the data during the 30-day project period.
- If there is no existing data, the Implementation Specialist will guide the Customer on how they can manually create Buildings, Users, Hardware, and Software in their account.

**Company Assumptions:**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Customer to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Company is not responsible for delays caused by missed scheduled engagements and low engagement preventing Customer from being able to successfully implement.

- Standard Implementation is designed and resourced to be completed within 30 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.
- Without an extension, the implementation project will be closed after 30 days and the Implementation Specialist redirected, but the Customer will retain full access to Help Desk along with LMS content, online Help Documentation, and our Legendary Support Team
- Company can import the following data types: locations, buildings/areas, and users.
- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the Standard Implementation service. Having the requested data and configuration information available prior to implementation may minimize delays so progress can be made quickly.

For the avoidance of doubt, the following services are not included:

- Evaluation of your current practices, policies, and procedures for the purposes of performance improvements.
- Import of Help Tickets
- Troubleshooting any issues related to your IT infrastructure or mobile devices.
- Migration of data from other systems or locations
- Export of data to any other systems or third parties
- Role-based end-user trainings

**Project Schedule:**

Below is a sample project schedule of activities, actual project timeline may vary.

Task	Length
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<b>Project Kick-Off Call – Day 1</b>	
Project Kick off Call: <ul style="list-style-type: none"><li>• Call to discuss goals/timeline/login and digital course access.</li></ul>	45 minutes
<b>Week 1</b>	
Online Learning Course <ul style="list-style-type: none"><li>• Customer completes Brightly Academy course.</li></ul>	
Administrator Training Call #1: <ul style="list-style-type: none"><li>• Account configuration discussion (Work Types, Locations, Buildings, Statuses etc) and best practices/Q&amp;A</li></ul>	1 hour
User Import <ul style="list-style-type: none"><li>• Users are populated on import template and provided by Customer and Company imports user list.</li></ul>	
<b>Week 2</b>	
Administrator Training #2: <ul style="list-style-type: none"><li>• Workflow demonstration to review additional functionality and requirements.</li></ul>	1 hour
Begin Help Desk Roll Out <ul style="list-style-type: none"><li>• Customer begins to introduce Insight to internal staff and trains end users.</li></ul>	
<b>Week 3 -4</b>	
Two-week support period. <ul style="list-style-type: none"><li>• Two additional meetings at customer request</li></ul>	Up to two, 30 minutes calls
User Acceptance Testing <ul style="list-style-type: none"><li>• Customer begins using the system and the implementation specialist makes configurations and changes based on Customer needs.</li></ul>	
End User Training <ul style="list-style-type: none"><li>• Customer conducts end user training.</li></ul>	



## Implementation Complete – Day 30

Implementation Complete and Project Close

- Customer transitions from implementation to support.

### **Change Management:**

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

### **Invoicing:**

At the conclusion of the two-week support period, the implementation project will be completed and trigger billing for the full implementation service.





## **Order terms**

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice



Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

#### **Cloud Services**

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of



Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

#### **Professional Services:**

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

#### **Additional information**

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com](mailto:accountsreceivable@brightlysoftware.com) (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-431183 on any applicable



purchase order and email to [Purchaseorders@Brightlysoftware.com](mailto:Purchaseorders@Brightlysoftware.com)  
(mailto:Purchaseorders@Brightlysoftware.com)

D. Brightly Software, Inc. can provide evidence of insurance upon request.



# Signature

Presented to:

Q-431183

February 09, 2025, 11:57:23 PM

Accepted by:

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**Printed Name**

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**Signed Name**

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**Title**

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**Date**