

## Purchase Agreement

Bill To		Ship To	
Company Name: <b>Broken Arrow Public Schools</b>		Company Name: <b>Broken Arrow Public Schools</b>	
Address 1: <b>701 South Main Street</b>		Address 1: <b>701 South Main Street</b>	
Address 2:		Address 2:	
City, State, Zip: <b>Broken Arrow OK 74012</b>		City, State, Zip: <b>Broken Arrow OK 74012</b>	
Contact: <b>Cathy Mitchem</b>		Contact: <b>Cathy Mitchem</b>	
Phone: <b>918-259-5738</b>		Phone: <b>918-259-5738</b>	

Qty	Item #	Description	Total
1		Laserfiche Annual Software & Maintenance Support (FY2021-2022)	\$ 26,937.95
1		ImageNet Cloud Services x 158 users (FY2021-FY2022)	\$ 47,400.00
1		Laserfiche Annual Software & Maintenance Support (FY2022-2023)	\$ 26,937.95
1		ImageNet Cloud Services x 158 users (FY2022-FY2023)	\$ 47,400.00
1		Laserfiche Annual Software & Maintenance Support (FY2023-2024)	\$ 26,937.95
1		ImageNet Cloud Services x 158 users (FY2023-FY2024)	\$ 47,400.00
1		Laserfiche Annual Software & Maintenance Support (FY2024-2025)	\$ 26,937.95
1		ImageNet Cloud Services x 158 users (FY2024-FY2025)	\$ 47,400.00
1		Laserfiche Annual Software & Maintenance Support (FY2025-2026)	\$ 26,937.95
1		ImageNet Cloud Services x 158 users (FY2025-FY2026)	\$ 47,400.00
*Agreement covers all current users + HR employees coming on board*			
Purchase Amount (not including applicable sales taxes)			<b>\$ 371,689.75</b>

### Terms and Acceptance

If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount". If payment is not received within thirty days of invoice date we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default.

Customer warrants that it has funds available to pay the Purchase Amount payable under the above-identified items (the "Payments") until the end of the Customer's current appropriation periods. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions described herein and upon prior written notice to ImageNet (the "Non-Appropriation Notice"), effective sixty (60) days after the later of ImageNet's receipt of the same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Payments and be released of its obligation to make Payments due to ImageNet coming due after the Non-Appropriation Date. As a condition of exercising this right Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to ImageNet an opinion of Customer's counsel (addressed to ImageNet) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return all items subject to the Payments on or before the Non-Appropriation Date to ImageNet or a location designated by ImageNet, in the condition required by, and in accordance with the return provisions, at Customer's expense, and (4) pay ImageNet all sums payable to ImageNet up to the Non-Appropriations Date.

Nothing herein is intended to permit Customer to terminate the Agreement at will or for convenience.

Customer further represents, warrants, and covenants that:

- Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- Customer is authorized under the constitution and laws of the State and has been duly authorized to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- This Agreement constitutes a legal, valid, and binding obligation of the Customer enforceable in accordance with its terms.
- Customer has complied with sub public bidding requirements as may applicable to this Agreement.
- The items described in this Agreement are essential to the function of the Customer or to the service Customer provides to its citizens. The Customer has an immediate need for, and expects to make immediate use of, substantially all items, which need is not temporary or expected to diminish in the foreseeable future.
- Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar arrangement.

ImageNet Consulting Account Representative Signature:  <i>X David Wails</i>	Client Authorized Signature:  <i>X</i>
Date: 5/10/2021	Date: