

BADGEPASS, INC.

HARDWARE SERVICE AGREEMENT

280 Trace Colony Park Dr. Ridgeland, MS 39157
P: 601-499-2131 F: 601-856-2823

Date: 3/5/2021

Bill To: Broken Arrow Public Schools
701 S Main Street
Broken Arrow, OK 74012

Customer: Broken Arrow Public Schools
1810 W Detroit
Broken Arrow, OK 74012

Account No	Payment Terms	Due Date	P.O. Number	Status		
BA00	Net 15	TBD	pending	proposed/pending PO		
Contract Number	Contact	Phone #	Start Date	Exp. Date	Contract Amount	
C14166-04	Becky Bishop	918-259-5754	7/1/2021	6/30/2022	\$1,400.00	
Remarks						
<i>Onsite service and support for hardware devices listed in this agreement. Includes coverage for parts, labor and travel associated with the hardware listed on this agreement.</i>						

Detail:

Hardware Service Agreement

NXT5000 Dual Sided Printer #10000630966

Location

Broken Arrow Public Schools
1810 W Detroit
Broken Arrow, OK 74012

- *** Exclusions: 1) Printheads and consumables such as cleaning roller, ribbons and cards are not covered under this agreement.
2) Support and Services for ID Software is not included on this agreement, and requires a separate software contract.

INCLUDED SERVICES:

This agreement provides one year onsite service for all Hardware components listed. This agreement will include all additional service calls, labor and travel, limited to normal business hours (Monday - Friday, 8a.m. - 5 p.m.), at no additional charge. (Limited to terms and conditions) BadgePass, Inc. agrees to render one onsite inspection of all hardware and equipment listed. The inspection will consist of checking Hardware listed in this agreement for proper operation and repairing or replacing parts covered in this agreement if needed. BadgePass, Inc. will repair or replace any component which fails within the covered system. This agreement includes telephone and remote access support.

AUTHORIZED SIGNATURE: _____
NAME: (PRINTED) _____
PO NUMBER (IF APPLICABLE): _____

DATE: _____

Renewal Subtotal:	\$1,400.00
Tax	\$0.00
Credit	\$0.00
Balance Due:	\$1,400.00

Steve Stidham

Date: 3/5/2021

CUSTOMER AND BADGEPASS, INC. UNDERSTAND AND AGREE THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT.

BOTH PARTIES UNDERSTAND THIS CONTRACT IS NOT VALID UNTIL PAYMENT IS RECEIVED.

HSA Terms and Conditions:

The equipment to be covered is subject to inspection by qualified BadgePass, Inc. Service Personnel prior to acceptance of this agreement.

BadgePass, Inc. agrees to render additional operator training and instruction. However, training and instruction shall be performed during scheduled service inspection calls or during special calls specifically placed for mechanical repairs or adjustments.

BadgePass, Inc.'s obligation hereunder (herein called "Service") shall be limited to providing (1) a periodic inspection and diagnostic check of the machine and (2) repair or replacement of defective or worn out parts of the machine, but not including reconditioning or replacement of complete assemblies resulting from the wearing out of numerous parts. All such services must be performed at the address listed on the Service Agreement. In the event the equipment is moved to a location other than what is listed, the customer must contact BadgePass, Inc. immediately. Future calls for service may result in an additional fee, not covered by the Service Agreement.

This agreement does not cover service and parts required as a result of fire, water, storm, negligence, misuse, power failures, vandalism, miscellaneous mischief, current fluctuations, lightning surges, changes made in system configurations, use of **unapproved supplies or supplies from other sources without official notification to BadgePass, Inc.**, computer viruses, date/time issues, or for any cause external to the equipment. Specification changes, alterations or addition of attachments may require a change in maintenance charges. External devices not provided by BadgePass, Inc. are not covered under this agreement.

Service authorized and rendered on additional equipment not covered by this agreement will be charged for at the then current rates.

Service covered by this agreement will be rendered during BadgePass, Inc.'s regular business hours. (Monday-Friday, 8 a.m. - 5 p.m.) Service, when and if available after BadgePass, Inc.'s regular business hours (Saturdays, Sundays and holidays) shall be charged at one and one-half times the then current hourly rates for labor and travel time, plus expenses, and in addition to any charges paid by Customer hereunder.

This agreement will not automatically renew but for convenience an invoice for renewal will be automatically generated each year. The rates shall be adjusted for any renewal term to BadgePass, Inc.'s then current rates. Each party shall have the right to terminate the contract at any time upon 30-days written notice to the other party.

Customer assumes all responsibility for maintaining a backup of data on computer-based systems. In no event will BadgePass, Inc. be responsible for lost data or expenses incurred for lost data. Any time spent helping customer restore data will be charged at our normal hourly rates for labor and travel.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

BADGEPASS, INC. SHALL NOT BE LIABLE IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING, AND WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES LOSS OF INCOME WHILE MACHINES ARE OUT OF ORDER.

IN CASE OF ANY BREACH OF THIS WARRANTY, BADGEPASS, INC'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE.

Agreement is not valid until paid in full.

rev 7-09-07