

BADGEPASS, INC.

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

SOFTWARE SERVICE AGREEMENT

Date: 3/5/2021

Bill To: Broken Arrow Public Schools
Accounts Payable
701 S Main St.
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 days	tbd	pending	proposed/pending PO	
Contract Number	Contact	Contact Phone No.	Start Date	Exp. Date	Contract Amount
C13663-05	Becky Bishop	918-259-5754	7/1/2021	6/30/2022	\$950.00
Remarks					
<i>Remote support and service for all software items listed in this agreement.</i>					

Detail:

Software Service Agreement

BadgePass Server Software s/n 82120126748
with 1 Identity Manager Device License

Location

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

- *** Exclusions:** 1) Onsite support not included in this contract
2) This contract agreement is for Software listed only and does not include any Hardware coverage

INCLUDED SERVICES:

This agreement provides one year of Phone and Remote support for all Software components listed as well as access to the latest versions of BadgePass software. BadgePass will contact customer to check for latest version of software and upgrade if necessary if no other calls are made during the contract period listed. This agreement will include all remote support calls, limited to normal business hours (Monday - Friday, 8a.m. - 5 p.m.), at no additional charge. Support includes labor to upgrade listed software, support on issues with software operation, configuration changes like adding or editing card designs, training on functionality and various other issues or needs. (Limited to terms and conditions)

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

DATE: _____

Renewal Subtotal:	\$950.00
Tax	\$0.00
Credit	\$0.00
Balance Due:	\$950.00

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.

- 1) This agreement includes all calls for tele-support, remote support if applicable, and utility and maintenance software upgrades, including revision changes to repair any identified bugs or defects in the software.
- 2) As part of the service, BadgePass will repair or provide the appropriate patches, updates, code changes to repair any identified bugs or defects in the software.
- 3) 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.
- 4) Service authorized and rendered on additional equipment not covered by this agreement will be charged for at the then current rates.
- 5) Support of software not supplied by BadgePass is not covered under the terms of this agreement. This includes operating systems and databases such as Windows, Windows Server, Microsoft SQL, Microsoft Access, or others.
- 6) 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.
- 7) 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.
- 8) 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 11-09-15