

Quote Expiration Date 1st Jul 2021

Prepared By: Justin Clanton	Customer Contact: Wade Jarlsberg
Customer Name: Mid America Technology Center	Title: BIS Director
Number of Campuses: 1	Address: Not on File
Location: Rural	City/State: Not on File
Contract Term: 1 year	Zip: Not on File
Start Date: 1st Jul 2021	Phone: 405-449-3391
End Date: 30th Jun 2022	Email: wjarlsberg@matech.edu

Product Description	Quantity	Unit	Unit Price	Discount	Total
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Initial Term 1st Jul 2021 - 30th Jun 2022

**License and Subscription Fees**

JAS Short Term Performance Plus Annual License	1	Each	\$3,600.00	\$0.00	\$3,600.00
JAS Core Annual License	1	Each	\$2,400.00	\$0.00	\$2,400.00
License and Subscription Totals:					<b>\$6000.00</b>

**Professional Services and Setup Fee**

JAS One time build and setup fee	1	Each	\$3,800.00	\$0.00	\$3,800.00
Professional Services and Setup Fee Totals:					<b>\$3800.00</b>

**Support and Consultation Fees**

JAS Platinum Support Package (1 year)	1	Each	\$1,500.00	\$1,500.00	\$0.00
Support and Consultation Fees Total:					<b>\$0.00</b>

**Training Services**

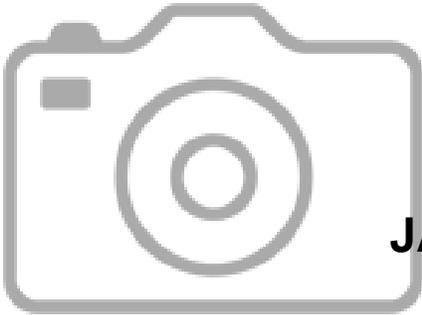
JAS Platinum Training Assistance Package (25hrs + Dailies)	1	Each	\$2,500.00	\$2,500.00	\$0.00
Training Services Total:					<b>\$0.00</b>

**Quote Total**

<b>Initial Term:</b>	<b>1st Jul 2021 - 30th Jun 2022</b>
<b>Initial Term Total:</b>	<b>\$9800.00</b>

**Annual Ongoing Fees as of 30th Jun 2022**

JAS Short Term Performance Plus Annual License	1	Each	\$3,600.00	\$0.00	\$3,600.00
JAS Core Annual License	1	Each	\$2,400.00	\$0.00	\$2,400.00
Annual Ongoing Fee Totals:					<b>\$6000.00</b>



**JAS Annual Contract**

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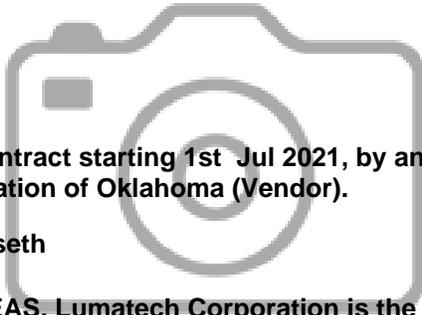
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**Service Period**

**1st Jul 2021 - 30th Jun 2022**



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This contract starting 1st Jul 2021, by and between Mid America Technology Center, (Campus), and Lumatech Corporation of Oklahoma (Vendor).

Witnesseth

WHEREAS, Lumatech Corporation is the (Vendor) providing Application Service Provider Services at Mid America Technology Center, (Campus).

WHEREAS, Vendor has the experience, organization, human resources, financial and technical ability to perform such a portion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and items to be kept and performed, the parties hereto agree as follows:

### 1 Contract Documents

#### 1.1 Contract Documents Identified:

The "Contract Documents" consist of this contract, and Modifications issued under this contract.

### 2 Scope of Work

#### 2.1 Description of Services

The Vendor shall provide the following Applications and Services:

##### 2.1.1 Short Term Training Applications

Billing, Home, Session Creator, Course Catalog, Public online Page, Records Center, Upload Center, Student Manager, Client Manager, Employee Manager, Document Center, BIS contact manager, Third party certificate tracking.

### 3 Compensation

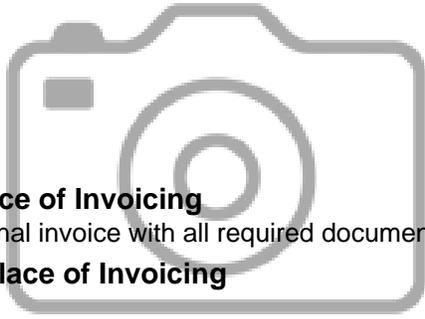
#### 3.1 Payment Schedule

Campus agrees to pay Vendor for the satisfactory performance of the Work in the Description of services(2.1). Total payment shall not exceed the Payment Schedule 3.1 without a written Modification.

Item#	Item	Cost	#Campuses	Subtotal	Discount	Total
1	JAS Short Term Performance Plus Annual License	\$3,600.00	1	\$3,600.00	\$0.00	<b>\$3,600.00</b>
2	JAS One time build and setup fee	\$3,800.00	1	\$3,800.00	\$0.00	<b>\$3,800.00</b>
3	JAS Platinum Support Package (1 year)	\$1,500.00	1	\$1,500.00	\$1,500.00	<b>\$0.00</b>
4	JAS Platinum Training Assistance Package (25hrs + Dailies)	\$2,500.00	1	\$2,500.00	\$2,500.00	<b>\$0.00</b>
5	JAS Core Annual License	\$2,400.00	1	\$2,400.00	\$0.00	<b>\$2,400.00</b>
<b>TOTALS</b>		<b>\$13,800.00</b>	<b>1</b>	<b>\$13,800.00</b>	<b>\$4,000.00</b>	<b>\$9,800.00</b>

#### 3.2 Invoice Format and Documentation

Payment to Vendor shall only be made against a properly prepared, documented, and submitted invoice and additional detail and documentation as Campus may from time to time reasonably require in writing.



### 3.3 Place of Invoicing

An original invoice with all required documentation and one copy shall be submitted to:

#### 3.3.1 Place of Invoicing

Mid America Technology Center

NOT ON FILE

NOT ON FILE

ATTN: Wade Jarlsberg

## 4 Time

### 4.1 Time of Essence

Time is of the essence for both parties, and they mutually agree to see to the performance of their respective work so that the Project may be completed in accordance with the schedule of work in this Contract (the "Schedule of Work"). The Vendor recognizes that changes will be made in the Schedule of Work and agrees to comply with such changes.

### 4.2 Duty to be Bound

Both the Campus and the Vendor shall be bound by the Contract. The Vendor shall provide the Campus with any requested scheduling information for the Work. The Schedule of Work and all subsequent changes thereto shall be submitted to the Vendor in advance of the required performance.

### 4.3 Priority and Time for Performance of Work

The Campus shall have the right to decide the time, order, and priority in which the various portions of the Work shall be performed under the Contract and all other matters relative to the timely and orderly conduct of the Work under this contract.

### 4.4 Force Majeure

If contractor is delayed at any time in progress of the Work by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties, acts of the Campus, or any other cause beyond the Vendors control, the time for performance of the Work shall be extended by Modification for such reasonable time as Campus may determine. Any claim for extension to the limits for performance of the Work not covered by a Modification shall be made in writing to the Campus in accordance with Section 7

## 5 Changes

Campus may, at any time by written order ("Modification"), without in any way invalidating this Contract, make changes, revisions, additions, or deletions (the "Changes") in the Work under the Contract. Campus's determination (i) that a Modification by Campus is a change within the general scope of this contract, and (ii) that such changes require Vendor to make a Change of the Work, shall be conclusive as to Vendor's obligation to perform such Change.

If a Change causes an increase or decrease in the cost of, or time required for its performance of any part of the Work, whether changed or not, Vendor's compensation, the period of performance or both, shall be adjusted in accordance with changes in the contract, and this Contract shall be modified in writing accordingly. The Vendor shall proceed with the performance of the Work as Changed immediately upon its receipt or in accordance with the terms of the Modification. Any claim for an adjustment to contractor's compensation or time for the performance of the Work not covered by a Modification or other written modification shall be made in writing to Vendor in accordance with Section 7.



## **6 Contractor Obligations**

### **6.1 Performance of Work**

You must provide to us, at your own expense each Training Program you desire to distribute through the Program. We will not return to you any electronic files or physical content or media you deliver to us in connection with the Program. You must deliver all electronic files free and clear of viruses, worms and other potentially harmful or disrupting code.

### **6.2 Discipline and Drug Testing**

Vendor shall enforce strict discipline and good order among Vendor's employees and other persons carrying out the Work. Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Campus requires its employees and non-employees to be free from alcohol and illicit drugs and controlled substances when performing work under the contract. By accepting this Contract, Vendor agrees that it will perform drug and alcohol testing of its employees if required prior to commencement of the Work. Any incident or expense involving illicit drugs or controlled substances with respect to performance of the Work shall be the sole responsibility of the Vendor.

### **6.3 Warranty of Work**

Vendor warrants to Campus that deliverables and services furnished under contract will be of good quality, unless otherwise required or explicitly permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. If required by the Campus, Vendor shall furnish satisfactory evidence as to the kind and quality of deliverables and services. In addition to other warranties set forth in the Contract Documents, Vendor agrees to repair or replace, at its expense, workmanship, or other portions of the Work that do not conform to this warranty, within the first year following completion of Campus's work for Campus. No payment, in whole or part, shall be deemed a waiver of any defect in workmanship or a release of Vendor's obligations under this section.

### **6.4 Taxes, Fees and Licenses**

Unless otherwise provided in the Contract Documents, Vendor shall pay all sales, consumer, use, and other similar taxes, and shall secure and pay for any building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

### **6.5 Compliance with Laws**

Vendor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. Vendor shall promptly notify Campus of anything in the Contract Documents that is observed by Vendor to be at variance therewith.

### **6.6 Waste Removal**

Vendor shall keep all areas on and around which the Work is performed free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Vendor shall remove from and about all such areas waste materials, rubbish, Vendor's tools, equipment and surplus materials.

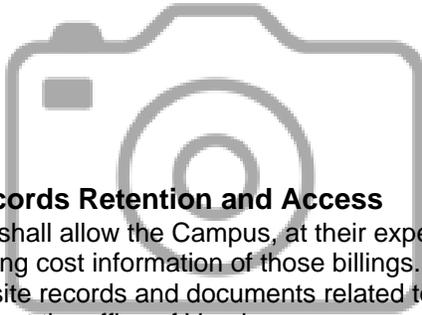
### **6.7 Access to Work**

Vendor shall provide Campus access.

### **6.8 Indemnification**

To the fullest extent permitted by law, Campus shall indemnify, defend and hold harmless Vendor, its consultants, and agents and employees from and against all claims, liabilities, judgments, damages, suits, losses, penalties, fines, fees, costs and expenses of any nature whatever, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, or arising in whole or part by negligent acts or omissions of Vendor, or sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

The indemnification provided to the Vendor under this paragraph shall not be limited by the fact that statutory or other limitations may apply to damages, compensation or benefits payable by or for the Vendor.



### **6.9 Records Retention and Access**

Vendor shall allow the Campus, at their expense, to examine and audit all of Vendor's billings related to this contract and all supporting cost information of those billings. In addition, to cost information, Vendor shall maintain and make available all books, site records and documents related to the performance of the Work. Such information shall be made available to Campus at the office of Vendor upon request and at reasonable times for the greater of a period of three (3) years following termination of this Contract or that period of time as prescribed by Campus in Section 4 of this contract, or in the event of litigation or claims, until such litigation or claims are disposed of.

### **6.10 Health and Safety**

Vendor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees and agrees, upon request of the Campus, to prepare a site-specific and safety plan for its employees for the performance of the Work. Vendor understands and acknowledges that this Contract may entail work at sites that pose a potential exposure to hazardous materials and that such work is inherently dangerous.

As such, Vendor understands that accidents, bodily injury or property damage could result from human errors in judgment, mistakes, carelessness, forgetfulness, sloppiness, and work performed in haste. It is the duty and responsibility of Vendor to train and supervise all its personnel and activities to prevent such occurrences. Vendor further acknowledges that Campus bears no duty or legal responsibility to supervise Vendor personnel. Vendor represents that it has the requisite corporate resources and expertise to perform the Work hereunder.

In performing the Work, Vendor, its supervisors, and employees are to exercise the utmost care and adhere to the highest level of professional conduct and standards of practices. At a minimum, Vendor shall in all cases strictly comply with all relevant or applicable federal, state, and local legal and regulatory requirements, guidelines and generally accepted procedures and standards of practices governing the physical and chemical hazards associated with performance of the Work.

Vendor shall determine the necessary methods and means to accomplish the purposes of this Section 6.10 and take all necessary measures to ensure that said purposes are achieved under its direction. Any advice or direction provided by Campus shall not relieve Vendor or any of its employees of any obligations hereunder.

### **6.11 Confidentiality**

Campus agrees not to directly or indirectly develop, license, sell or distribute any similar product or service as being provided by Vendor in the Work. Further, these terms shall remain in effect for a period of three (3) years after the signing of this Contract.

Any information which the Vendor furnishes Campus or its representatives or which Campus or its representatives obtain through the Work will be kept confidential.

Work Materials will not be used by Campus, its employees, affiliates, or representatives in any way detrimental to the Vendor. The Work will be treated as belonging to the Vendor, and shall not, without prior written consent, be disclosed in any manner, in whole or in part, to anyone who is not a Campus affiliate or representative and does not have a need to know in relation to the Work.

Campus and Vendor agree that they will not, and their representatives will not, disclose to anyone who is not a direct participant in the Work, either the fact that the Work is taking place or any of the terms, conditions, or other facts with respect to the Work.

### **6.12 Delivery of Information**



Vendor shall promptly deliver to Campus, upon request, any and all project-related information, including, written reports, field reports, memoranda, contract reports, backup documentation, and any other data or documentation generated or developed pursuant to this Contract with the exception of proprietary information and code.

### **6.13 Sub-Contracting**

Vendor shall not subcontract, let or assign any portion of the Work without prior written consent of the Campus.

### **6.14 Inspection and Review**

Vendor represents and warrants that it has received a copy of the Contract, has reviewed it carefully, is familiar with its terms and requirements, and can perform the Work under this Contract in the time and for the compensation required hereunder. Vendor further represents and warrants that it has made such inspections of the sites where the Work is to be performed as it deems sufficient to inform itself of the conditions under which the Work is to be performed.

### **6.15 Cooperation**

Vendor shall cooperate with Campus to assure completion of the Project in accordance with the Contract.

## **7 Claims**

In the event Vendor claims additional compensation or a further extension for the performance of the Work, as a result of a Modification pursuant to Article 4.4 or 5, or otherwise, it shall submit its claim in writing to Campus not later than twenty (20) calendar days after issuance of the Modification or other act or occurrence giving rise to the claim. Any claim not submitted within such time period shall be barred. Vendor shall submit such written information with its claim as shall reasonably substantiate its claim or as Campus shall reasonably request. Campus will notify Vendor in writing of Campus's decision on the claim within thirty (30) calendar days after receipt, including whether, in accordance with the applicable provisions of the Contract, Campus will pursue the claim on Vendor's behalf or will allow Vendor to pursue claim with Campus. Vendor shall continue to perform all work and any changes under this Contract, notwithstanding and claim or disposition of any claim by Campus. Any decision on any claim or dispute pursuant to the applicable provisions of the Contract which relate to this Contract or the Work hereunder shall be conclusive and binding upon Vendor.

## **8 Recourse by Owner**

### **8.2 Termination for Convenience**

Campus may order Vendor in writing to suspend, delay, interrupt or terminate all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the Campus.

Vendor shall notify Campus in writing within thirty (30) calendar days after receipt of Campus's order to the effect of such order upon the Work, and the compensation due Vendor or the time for performance of the Work shall be adjusted by Modification for any increase in the time or cost of performance of the Work caused by such suspension, delay, or interruption.

Neither the compensation due Vendor nor the time for performance of the Work shall be adjusted under this Section 8.2 for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of Vendor.

### **8.3 Wrongful Exercise**

If Campus wrongfully exercises any option under this Section 8, Campus shall be liable to Vendor solely for the reasonable value of the work performed by Vendor prior to Campus's wrongful action, including reasonable overhead and profit, less prior payments made, and attorney's fees..

## 9 Miscellaneous Provisions

### 9.1 Communications

All notices and other communications required to be given under this Contract shall be deemed effectively given if written and hand delivered to the appropriate party, or upon receipt by prepaid certified mail, return receipt requested at the address listed in the paragraph, or at such other address or addresses as either party may, from time to time, designate in writing:

#### 9.1.1 With respect to Campus:

Wade Jarlsberg

NOT ON FILE

NOT ON FILE

405-449-3391

wjarlsberg@matech.edu

#### 9.1.2 With respect to Vendor:

Sumitha Clanton

P.O. BOX 184

Castle, OK 74833

(918) 668-3500

support@lumatech.biz

### 9.2 Designation of Representatives

#### 9.2.1 Project Manager for the administration of this Contract is

Wade Jarlsberg

NOT ON FILE

NOT ON FILE

405-449-3391

wjarlsberg@matech.edu

#### 9.2.2 With respect to Vendor:

Sumitha Clanton

P.O. BOX 184

Castle, OK 74833

(918) 668-3500

support@lumatech.biz



**9.3 Publicity**

Vendor shall not release any information for publication or advertising purposes relative to this Contract or the materials, and/or services furnished under this Contract or the business relationship between Campus and Vendor without prior written consent of Campus.

**9.4 Headings**

The headings in this Contract are for convenience only and shall be disregarded in construing this Contract. The rule that a Contract shall be more strictly construed against the drafter shall not be applied in interpreting this Contract.

**9.5 Governing Law and Venue**

Except as otherwise required by the Contract Documents, this Contract, including its performance, validity and interpretation, shall in all respects be governed by the State of Oklahoma. Unless otherwise required by contract documents, Oklahoma City, Oklahoma shall be the venue for any dispute arising out of or in connection with this Contract

**9.6 Amendments in Writing**

Except as provided with respect to Modifications, this Contract may only be modified in writing signed by both parties hereto.

**9.7 Entire Agreement**

This Contract is the entire agreement between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF, the parties hereto have made and entered into this Contract as of the day and year last executed by either party hereto, as indicated below.**

**Agreed to and Accepted**

\_\_\_\_\_  
**Campus Representative**

\_\_\_\_\_  
**Vendor Representative**