

JAS Annual Contract Renewal



Service Period

1st Jul 2023 - 30th Jun 2024



This contract starting 1st Jul 2023, 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/Grant of License

2.1 Grant of License

Contingent upon Campus's acceptance of this Agreement and the payment of fees by Campus under this Agreement or a separate agreement (if any), LUMATECH hereby grants Campus, under its intellectually property rights, a limited, nontransferable, non-sublicensable, nonexclusive license to use the Joined Accounting System in object code form solely for its internal use within the District during the Term at any owned location of Campus. Campus may not, without LUMATECH's prior written consent, assign, delegate, sublicense, pledge, sell or transfer this license, otherwise provide a third-party access to Joined Accounting System or Proprietary Information, or use Joined Accounting System or Proprietary Information to provide services to a third party. Campus may not, without LUMATECH's prior written consent, disassemble, decompile, or otherwise reverse engineer any component of Joined Accounting System nor use any component of Joined Accounting System to provide services to third parties as a service bureau or content processor, except as may be expressly authorized in this Agreement.

2.2 Campus's Grant of License

Campus hereby grants LUMATECH a limited, perpetual, nonexclusive right and license to use Campus Data included in, added to, or processed using Joined Accounting System. Additionally, LUMATECH may use any such information for the purposes of monitoring and analyzing preferences and usage of products, and for improving such products, including but not limited to the Joined Accounting System. Campus shall retain the ownership of the Campus Data as provided in Section 2.3.

2.3 Campus Data/Home of Record

2.3.1

Only Campuses which are the Home of the Record (which is the home campus for a student), may edit student information. Campus has the ability to change the student information, but not including actual deletion of a student record as a student may take courses at other campuses. Unless a Campus is the Home of Record, Campus maintains the ability to edit transcript data, student invoice/billing records for their campus only.

**2.3.2**

For Lumatech and student data, Lumatech will hold all information (data) in a discreet database that is encrypted with SSN while stored. Lumatech can create upon a request of student a 'training list' of all training from the campus they attend. Lumatech also has global privileges for data changes and deletions.

2.4 Description of Services

The Vendor shall provide the following Applications and Services:

2.4.1 Short Term Suite

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.

2.4.6 BIS Link

JAS business interface that connects clients to employees, training, certificates, rosters, invoices, receipts, marketing data and more.

3 Compensation**3.1 Payment Schedule**

Upon completion of Vendor's satisfactory performance of the Work in the Description of Services (2.1), Campus agrees to pay Vendor within 30 days of Campus's receipt of Vendor's invoice. Vendor may issue one or more invoices for Applications and Services as they are completed, but payment shall only be due and owing for Work that is fully completed by Vendor at the time of invoicing. 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	\$4,600.00	1	\$4,600.00	\$0.00	\$4,600.00
2	JAS Core Annual License	\$3,300.00	1	\$3,300.00	\$0.00	\$3,300.00
TOTALS		\$7,900.00	1	\$7,900.00	\$0.00	\$7,900.00

3.1.1 Additional Charges**3.1.2 Training**

Except as otherwise agreed in writing, LUMATECH shall not be required to provide any on-site training or implementation, development of interfaces/integration of the Joined Accounting System to Campus's third-party software platform or custom features requested by Campus and provided by LUMATECH.

3.1.3 Hardware

Campus shall be responsible for providing and maintaining all hardware at Campus's location(s) necessary to operate the Joined Accounting System. In addition, Campus shall pay all communication costs, charges and fees related to telecommunications between Campus and LUMATECH. Campus acknowledges that the full functionality of the Joined Accounting System and/or access to Joined Accounting System is not available unless the computer containing Joined Accounting System installation has continuing access to the Internet.



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
27438 OK-59
Wayne, OK 73095
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 9.



6 Contractor Obligations

6.1 Performance of Work

Campus 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 Limited Warranty

Except as set forth in the last sentence in this paragraph 6.3, Lumatech does not make, and hereby disclaims, any representation or warranty, express or implied, regarding the accuracy, adequacy, timeliness, completeness, merchantability or fitness for a particular purpose of any kind with respect to joined accounting system, campus data, services or data made available through the joined accounting system, or any other Lumatech service, including but not limited to, the warranties of non-infringement and fitness for any particular purpose (including any purpose relating to manufacturer's or a campus's legal or regulatory compliance obligations) of any information contained in the joined accounting system, or other Lumatech services. The information contained in the joined accounting system database, are provided "as is" without warranty of any kind. The sole limited warranty with respect to the joined accounting system is that the media on which the joined accounting system is furnished shall be free from defects under normal use for a period of ninety (90) days from the date of delivery to campus.

6.3 Connectivity

Campus acknowledges that, in connection with the joined accounting system information shall be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained, and serviced by third party local exchange and long-distance carriers, utilities, internet service providers, and others, all of which are beyond control and jurisdiction of Lumatech. Accordingly, Lumatech assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with the joined accounting system. Lumatech further makes no warranty or assumes no liability regarding the availability, reliability, or suitability of any internet service provider or digital subscriber line services. Lumatech assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with joined accounting system due to the failure of any internet service provider or digital subscriber line service. Lumatech makes no warranties as to the security of campus data communications. Lumatech makes no warranties as to the security of campus's data communications, or that third parties will not gain unauthorized access to or monitor campus' computer(s) or online communications. campus agrees that Lumatech will not be liable for any such access.

6.4 Database Information

Campus acknowledges that Lumatech is not the author of all the information included in the joined accounting system database, that some information is provided to Lumatech by various third parties and that Lumatech has no responsibility for the accuracy or currency of such information. Lumatech makes no representation or warranty, express or implied, regarding the accuracy, adequacy, timeliness, completeness, merchantability or fitness for a particular purpose of any kind with respect to the joined accounting system, services or data made available through the joined accounting system including, but not limited to, the warranties of fitness for any particular purpose. the joined accounting system is provided "as is" and when available without warranty of any kind.

6.5 Risk of Use



Campus acknowledges and agrees that the entire risk arising out of the use or performance of the Joined Accounting System remains with Campus, to the maximum extent permitted by law. Campus's only right or remedy with respect to any problems or dissatisfaction with the Joined Accounting System is to cease use of the Joined Accounting System.

6.6 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.

6.7 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.

6.8 Access to work

Vendor shall provide Campus access to the Work.

6.8.2 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.

6.8.3 Sub-Contracting

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

6.8.4 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.

6.8.5 Cooperation

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

6.8.6 Indemnification

Campus, on behalf of itself, and any employees, agents, successors, parent corporations, affiliate corporations, predecessor corporations and successor corporations, in all capacities, including individually, agree to indemnify and hold LUMATECH, its officers, directors, employees and agents harmless from any and all losses, claims, detriment, damages, charges, costs and expenses arising out of or related to (directly or indirectly) (a) Campus's use of the Joined Accounting System; (b) the entering by Campus of any information into the Joined Accounting System under this Agreement, including any claim based on the negligence of LUMATECH; (c) violation or breach of any term of this Agreement or any applicable law, regulation, policy, or guideline, whether or not referenced herein, (d) violation of any rights of any third party, (e) misuse or loss of a Campus Password, or (f) use, disclosure, or publication of the Joined Accounting System or of any information obtained in whole or in part by Campus from or through the Joined Accounting System. This Section 6.11 shall survive any termination of this Agreement.



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.

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.

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

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.

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 any 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 Campus's Prohibitions and Obligations

8.1 No Infringement

Campus shall take no action that, in any way, would infringe upon the intellectual property rights in the copyrighted programs, the Joined Accounting System or the content of LUMATECH, or that would infringe or otherwise misappropriate the Proprietary Information or Confidential Information.

8.2 Confidential and Proprietary information

Campus shall not disclose to any third party any Proprietary Information or Confidential Information unless authorized to do so in a writing executed by LUMATECH. Campus shall not provide or otherwise make available the Joined Accounting System or content incorporated therein, including, but not limited to the software, source code, flow charts, logic diagrams, machine codes, screen displays or printouts, in any form, to any person or entity, other than its consultants or contractors who have a need to know such information and are bound by a written agreement to keep such services or information confidential, without prior written consent from LUMATECH. Upon request by LUMATECH, Campus shall provide to LUMATECH copies of all such confidentiality/nondisclosure agreements executed by its consultants and contractors. Campus shall secure and protect all printed materials, manuals, software programs, disks, copies, or other media, if any, that embody, contain, or describe any Proprietary Information or Confidential Information in a manner consistent with the protection of LUMATECH'S rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. Campus further agrees that it shall be strictly liable for all damages to LUMATECH that result from any disclosure of any Proprietary Information or Confidential Information or any portion of Joined Accounting System and/or Proprietary Information that result from any disclosure of same to any third party.

Mid America Technology Center use only, not to be used outside facility without written authorization.

27438 OK-59 | Wayne, OK, 73095 | District# 8 | www.matech.edu | (405)449-3391



8.2.1 Definitions

"Confidential Information" shall mean any information disclosed by LUMATECH that is disclosed in a manner such that Campus should reasonably understand such information to be confidential. Confidential Information shall include, but not be limited to, Proprietary Information, LUMATECH's research, development, trade secrets, software design, content collection, inventions, source code, vendor and Campus information, and information about or provided by any of its Campuses. Confidential Information shall not include any information already in the public domain at the time of disclosure by LUMATECH.

"Proprietary Information" shall mean and include the Joined Accounting System, software specifications, software routines, screen displays, content entry formats, data base structures (including the design and arrangement of the product information), data base formats, flow charts, printouts and prompting sequences embodied in such software, and such other information as LUMATECH shall so designate; provided, however, that Proprietary Information shall specifically exclude publicly available product information accessible using the Joined Accounting System. This definition shall extend to Proprietary Information in whatever form such Proprietary Information may be embodied, including, but not limited to, source code, object code, software documentation, software specifications, flow charts, diagrams, terminal displays, and printouts. Proprietary Information shall include information regarding Campus's use of Joined Accounting System, including specific product information accessed by Campus, Joined Accounting System usage habits.

8.3 Passwords

Campus is responsible for keeping its passwords secure and is solely responsible and liable for any activity that occurs under Campus's Username.

8.4 Proprietary Information

As between the parties, LUMATECH is the sole and exclusive owner of the intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, and any other applicable intangible property rights, in the Confidential Information and Proprietary Information, and in all media, printouts, papers, support materials, or hard copies containing or bearing such intellectual property. Campus agrees not to contest LUMATECH'S ownership of a copyright in the Joined Accounting System. The exclusion of any copyright or trademark notice on or in any media, printouts, papers, materials, or copies containing LUMATECH'S Confidential Information or Proprietary Information shall not cause, or be construed to cause, LUMATECH'S rights in such matter to be in the public domain. Campus shall have a license to use LUMATECH'S Proprietary Information and Confidential Information, and the intellectual property rights therein, only to the extent specifically provided in this Agreement and to the extent such is reasonably necessary for Campus's performance under the Agreement. All rights not expressly granted herein are reserved by LUMATECH.

8.5 Events of Default

LUMATECH may terminate this Agreement upon the occurrence of any of the following:

Campus violates any terms of this Agreement or any other agreement between Campus and LUMATECH, fails or neglects to perform or observe any of its existing or future obligations under this Agreement, or uses the Joined Accounting System in any manner inconsistent with the terms of this Agreement;

LUMATECH determines in its reasonable and good faith discretion that Campus's financial condition prevents it from being able to fulfill its obligation to indemnify LUMATECH as provided in Section 6.11 above; or

Campus makes an assignment of Campus's business for the benefit of creditors, a petition in bankruptcy is filed by or against Campus, a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of Campus's property, or Campus is adjudged a bankrupt.

Immediately upon the occurrence of any event of default of this Agreement, LUMATECH may, in its sole discretion, elect to terminate this Agreement and to discontinue providing the Joined Accounting System to Campus.

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the other party materially breaches this Agreement including without limitation a failure to pay fees and fails to cure such breach within thirty (30) days of receiving notice of such breach without cause.



8.5.1 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 8.5 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.

8.6 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.

8.7 CAP ON DIRECT DAMAGES

The aggregate amount of damages recoverable against Lumatech arising under this agreement will not exceed the charges paid to Lumatech by campus pursuant to this agreement during the twelve (12) month period immediately preceding the event giving rise to such liability (exclusive of any installation fee and/or actual travel expenses or other out-of-pocket expenses paid or reimbursed to Lumatech during such period), regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable and regardless of the cause of such damages, even if Lumatech has been advised of the possibility of such damages in advance and even based on Lumatech's own negligence. Notwithstanding anything to the contrary herein, Lumatech will not be liable for any losses related to the information contained within the database or provided to Lumatech by campus.

8.8 Disclaimer of Consequential Damages

In no event will the measure of damages payable by Lumatech include any consequential, indirect, incidental, special, exemplary or punitive damages (including damages due to business interruption or lost profits) arising from or related to this agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable and regardless of the cause of such damages, even if Lumatech has been advised of the possibility of such damages in advance and even based on Lumatech's own negligence.

8.9 Essential Basis

The parties recognize the fees charged to Campus would be substantially increased, reflecting a substantially increased level of risk to LUMATECH, if this Agreement did not contain the provisions of Section 8 of this Agreement, which form an essential basis of the bargain between the parties.

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
27438 OK-59
Wayne, OK 73095
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
27438 OK-59
Wayne, OK 73095
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 be either party hereto, as indicated below.

Agreed to and Accepted

Campus Representative

Vendor Representative