



SOFTWARE SOLUTION ORDER AGREEMENT

Order #: <input style="width: 100px;" type="text"/>		INV # <input style="width: 100px;" type="text"/>					
Date	Type of sale	Tax Code	Sales #	Br #			
Ship to Phone # 614-342-4090	Ship To #	Bill To #	Bill to Phone # 614-342-4090				
Ship to April Beggerow	SIC Code	Purchase Order #	Bill To Contact Name April Beggerow				
Ship To Client Name City of Gahanna		Bill To Client Name City of Gahanna					
Ship To Address 200 SOUTH HAMILTON		Bill To Address 200 SOUTH HAMILTON					
Ship To Address		Bill To Address					
City GAHANNA	State OH	Zip Code 43230	City GAHANNA	State OH	Zip Code 43230		
Whse	Item #	Qty	U/M	Description	Serial #	Unit Price	Total
	Content Central			Hosted Content Central		\$15,845.60	\$15,845.60
				5 Full user concurrent licenses - 1 year			
				UNLIMITED Read-only licenses - 1 year			
				Includes first 250 GB Storage Space			
				Data Migration/Conversion from current DMS			
				Professional services for installation, configuration, and training			
				Product Maintenance & Support included			
				MOM Help Desk included.			
				* \$2,000 credit toward copier print usage			
<u>Comments</u>					Equipment Total		
					Other Items Total		\$15,845.60
					Tax		Exempt
					Total		\$15,845.60

My signature on this form acknowledges acceptance of the complete terms and conditions attached and in the Statement of Work.

Client Acceptance _____ Date _____

MOM Acceptance _____ Date _____

Notice: This Software Solution Order Agreement is not binding on MOM until accepted by a MOM Corporate Officer.

SOFTWARE SOLUTION ORDER AGREEMENT – TERMS AND CONDITIONS

- 1 **ACCEPTANCE:** Modern Office Methods Inc. (Modern) hereby agrees to sell to the client identified on the attached Client Order and Client hereby agrees to buy from Modern the Software Solution described on said agreement subject to the below listed terms and conditions. This order is expressly contingent upon acceptance by corporate officer of Modern Office Methods at its home office. Client hereby waives notice of acceptance. Modern marketing representatives are not authorized to make any modifications to this instrument.
- 2 **DELIVERY:** The delivery date specified on the face hereof is approximate. Subject to the Scope of Work ("SOW") attached, in no event shall Modern be liable for any damages caused by delay in delivery, installation, or the furnishing of services.
- 3 **CHARGES:** Prices as set forth in the Document Management Proposal are those in effect at time of this executed agreement.
- 4 **INSTALLATION:** The Project shall be deemed installed and accepted by Client when it ready for use as provided in the SOW. The "Installation Date" is the first day following the ready for use date. Installation facilities, including space, electric power, cable troughs and the like will be provided by Client in accordance with Modern installation specifications and at Client's expense. The client at its own expense shall provide any special rigging or handling required upon installation.
- 5 **TITLE/RISK:** Title shall remain in Modern until the entire purchase price and other charges are paid in full.
- 6 **TAXES:** Client shall pay all Federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Solution, except taxes levied on Modern's net income.
- 7 **PAYMENT:** Client agrees to pay fifty percent (50%) of the net amount due at time of order and the remaining amount, including any approved changes, within 10 days of receipt of the final invoice.
- 8 **DEFAULT:** Should the Client fail to make any payment due hereunder, or be insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client, Modern may disable the Client's license(s) until payment is made. If full payment is not made, license(s) will be cancelled and Client will still owe the full balance due. Client agrees to pay attorney fees, court costs, disbursements and other reasonable expenses incurred in collecting any charges under this Agreement.
- 9 **DELINQUENT PAYMENTS:** (a) Service Charge. Since it would be difficult or impossible to determine Modern's actual damages in the event of late Payments, if any amount due to Modern is not paid within 10 days of the date it is due, Client shall pay to Modern an amount equal to 5% of any such late Payment to compensate Modern for its expenses occasioned by such late payment. Modern and Client agree and acknowledge that such service charge shall not constitute a penalty, (b) Interest. Client shall also pay Modern interest on such late Payment at the highest rate permitted by applicable law, but not more than 1.5% per month. (c) Collection Costs. Client shall pay to Modern all reasonable costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fees.
- 10 **MISCELLANEOUS:** (a) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof. (b) If any of the terms of this Agreement shall conflict with the SOW, the SOW shall prevail.
- 11 **WARRANTY/LIMITATIONS OF LIABILITY:** Modern Office Methods Inc is a reseller of the applicable Software Solution. THERE ARE NO WARRANTIES ON THE SOFTWARE WHICH EXTEND BEYOND THIS AGREEMENT OR THE SOW, AND MODERN MAKES NO WARRANTY EXPRESS OR IMPLIED OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY BEYOND THAT STATED IN THE SOW. MODERN SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER ECONOMIC LOSS.
- 12 **FORCE MAJEURE:** Modern will not be liable for any failure to perform if inability is due to interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident or other causes beyond Modern's control, makes it impracticable for Modern to perform.
- 13 **ENTIRE AGREEMENT:** This Agreement and the SOW are intended as the complete and exclusive statement of the terms between the parties.
- 14 **GOVERNING LAW:** Client represents that the Software Solution is being purchased hereunder for business purposes only and agrees that under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and shall be governed by the laws of the State of Ohio.