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Date: May 10th, 2019

Buyer: Sylvan Union School District

Trebron Account Executive: Eric Peters
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Purchase Agreement with Non-Appropriation

The Parties hereto, "Buyer," Sylvan Union School District and "Seller," Trebron Company, Inc. hereby agree as follows:

- 1. Description: Buyer agrees to purchase from Seller, "Product" as listed in the table below for \$70,435.20 (Seventy Thousand Four Hundred Thirty-Five United States Dollars and 20/100), plus applicable shipping costs and sales tax, unless Buyer is exempt from the payment of such tax and provides Seller with evidence of such exemption.

Table with 4 columns: Qty (Users), Included Components, Term (Months), Total Price (\$USD). Row 1: 6,900, Securly Anywhere Filtering, 36, \$70,435.20

- 2. Payment: To be made to Seller in three annual installments of \$23,478.40 each. The first payment is due on or before July 31, 2019. The second payment is due on or before July 31, 2020. The third and final payment of is due on or before July 31, 2021. Payment Terms are net thirty (30) days from date of invoice. All payments shall be by check made payable to Trebron Company, Inc. at the address listed above.
3. Term: Buyer's license for the product expires approximately 6/30/2022 (36 Months).
4. Representations: Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by Seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
5. Warranty: Seller shall pass through to Buyer any original manufacturers' warranties for Product acquired by Seller for Buyer, including Licensor's warranties for Product. Except for the foregoing, Seller shall deliver the Product "as is" and Seller makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
6. Limitation of Liability: Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use, even if Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products under this Agreement.
7. Indemnification: Buyer shall defend, indemnify and hold harmless Seller, its employees and its agents from and against all damages, claims and liabilities of every nature whatsoever, including but not limited to reasonable legal expenses, arising in connection with or out of the improper or unauthorized operation use or repair of the products furnished to Buyer.
8. Late Fees: Late payments shall accrue interest beginning from the payment due date at a rate of eighteen percent (18%) per annum or the maximum allowable legal rate whichever is lower. In the event that any payment or amount owed is more than ninety (90) days past due, Seller may declare the entire amount due and owing in addition to accrued fees and costs. Buyer's failure to pay under this agreement may result in termination of Buyer's software license.
9. Cancellation: Once Seller has accepted Buyer's order, Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's reimbursement to Seller for all costs incurred by Seller in connection with the order up to the time of cancellation—including, but not limited to Seller's cost for cancellation.
10. Attorney's Fees: In the event any cost or expense, including reasonable attorney's fees ("Costs") are incurred in the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement for all such Costs in addition to damages.
11. Software: Buyer will negotiate all software license provisions of Product directly with the Licensor.
12. Miscellaneous: This Agreement must be executed on or before 6/30/2019 or it becomes void.
13. Waiver: The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if presented in writing.

