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Date: May 10<sup>th</sup>, 2019

**Buyer:** Sylvan Union School District

**Trebron Account Executive:** Eric Peters

**Trebron Company, Inc.** 5506 35<sup>th</sup> Ave. N.E.  
Seattle, WA 98105

**Mailing:** 605 Sylvan Ave

**Telephone:**

206-527-3477 Corporate

**Address:** Modesto, CA 95350

**Telephone:**

800-499-3079 Toll Free

**Email:**

[epeters@trebron.com](mailto:epeters@trebron.com)

## Purchase Agreement with Non-Appropriation

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

- 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.

Qty (Users)	Included Components	Term (Months)	Total Price (\$USD)
6,900	Securly Anywhere Filtering	36	\$70,435.20

- 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 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.
- Term:** Buyer's license for the product expires approximately 6/30/2022 (36 Months).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Software:** Buyer will negotiate all software license provisions of Product directly with the Licensor.
- Miscellaneous:** This Agreement must be executed on or before 6/30/2019 or it becomes void.
- 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.

14. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties and may not be amended or superseded except in writing with execution by both parties.

**Non-Appropriation Clause:**

Furthermore, Buyer covenants and represents to Seller that:

- (a) Buyer has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this agreement;
- (b) There are no present circumstances with Buyer that could reasonably be expected to adversely affect Buyer's ability to budget funds for the payment of all sums due under this agreement;
- (c) Buyer believes that funds can be obtained in amounts sufficient to make all Payments during the term of the agreement and intends to make all required Payments for the full term of the contract;
- (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which Payments may be made, specifically including in its annual budget requests amounts sufficient to make Payments for the full term of this agreement; and
- (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional property performing functions similar to the Product(s).

Notwithstanding the foregoing, Buyer agrees (a) that it will undertake all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Agreement is scheduled to remain in effect; (b) that if this Agreement is terminated in accordance with the preceding paragraph, Buyer will not purchase, lease, rent, receive for free, subscribe or use any equipment or services which perform the same or similar functions as, or functions taking the place of, those performed by the equipment, software and services provided by Seller under this agreement, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Buyer for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period(s) thereafter; and (c) that Buyer will not, during the Term of this Agreement, give priority in the application of funds to any other functionally similar equipment or services. Seller has the legal right to perform or have performed an audit of your systems to insure that you in fact have not installed any product or services on your computer(s). If Buyer has in fact installed any software or hardware products that perform similar or the same functions of these products than Buyer is both liable to fulfill the original contract in full and pay for the reasonable cost of such an audit.

Buyer agrees to provide Seller with an opinion of its counsel relating to the circumstances of non-appropriation.

## Sylvan Union School District

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IT Director Signature

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Business Office Signature - Required

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Printed Name

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Printed Name

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Title

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Date

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Title

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Date

**Must be signed by an authorized representative of Buyer**

**Billing Information**

Do you accept invoices via Email? Y ☐ N ☐

## Trebron Company, Inc.

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Signature

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Accounts Payable Contact

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Norbert Van Dam

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Printed Name

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Email Address

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President

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Title

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Date

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Phone