



Solution Tree Purchasing Agreement

Effective October 9, 2014, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Central Middle School ("Customer") located at 500 E 9th St., Edmond, OK 73034 agree as follows:

1. Products and Invoicing

1.1. Products: Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Quantity	Product	Unit	Term	Amount	Total
40	GlobalPD Subscription - Team Tools	Educator	Yearly	\$55	\$2,200
1	Setup and Training	School	Once	\$2,500	\$2,500
1	Training	School	Once	\$2,000	\$2,000
Grand Total					\$6,700

1.2. Invoicing and Purchase Orders: Customer will provide Solution Tree with a purchase order upon execution of this Agreement for the full amount due under this Agreement. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
GlobalPD	\$6,700.00	Upon execution of Agreement

1.2.1. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

2. GlobalPD

2.1. Subscription: Solution Tree grants to Customer, and the educators and administrators (collectively, "Users") enrolled in **Central Middle School** hereto (the "Community") a limited, non-exclusive, terminable, non-transferable subscription to access Global PD via the website currently at <http://www.solution-tree.com/globalpd>, or by any other means on which the parties may agree, and to use Global PD set forth in the Terms of Use located at <http://www.solution-tree.com/globalpd/termsfuse>, as Solution Tree may revise such Terms of Use from time to time (the "Terms of Use").

2.2. Term: The "Term" shall be November 1, 2014 through and including October 31, 2015

2.3. Other Terms: All other terms and conditions governing this license shall be as set forth in the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

3. General Terms



- 3.1. Intellectual Property:** Customer acknowledges that Solution Tree or Solution Tree's subcontractors own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.
- 3.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by November 14, 2014.
- 3.3. Force Majeure:** If events beyond the parties control, such as acts of God, disaster, war, curtailment, or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which make it impossible to perform under this Agreement, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Customer. Solution Tree shall have an affirmative duty to notify Customer immediately of any circumstance or event that will prevent Solution Tree from performing under this Agreement.
- 3.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.
- 3.5. Offer Valid:** The offer set forth in this Agreement shall be open through October 24, 2014.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____	_____	_____
Dana Renner	Date	Bryan Scanlon	Date
Principal		Vice President	
Central Middle School		Solution Tree, Inc.	

Please fax or email this agreement to: Lance Frank
Fax: (812) 961-4696
Email: lance.frank@solution-tree.com



Who will receive and pay the invoices?

Contact: Mark Phillips
Title: Title I Instructional Coach
Address: 500 E 9th St
City, State: Edmond, OK 73034
Phone: (405) 726-6187
E-mail: mark.phillips@edmondschools.net
Fax: 405-340-3961

Who will be the contact person for the work?

Contact: Mark Phillips
Title: Title I Instructional Coach
Phone: (405) 726-6187
Mobile: _____
E-mail: mark.phillips@edmondschools.net
Fax: 405-340-3961