

# +ImageNet Consulting

## Service Level Agreement

For

**Choctaw-Nicoma Park Schools**

May 1, 2025

## Service Level Agreement – Software Solutions

This Service Level Agreement is made between Choclaw-Nicomma Park Schools and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

### Services

ImageNet will provide Client with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms herein.

### Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

### Coverage

Remote Helpdesk and remote technical services will be provided to the Client by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, ImageNet recognized holidays. If customer is greater than 25 miles from an ImageNet office, travel costs will be charged to the client as an extension of the time of the call.

### Support and Escalation

ImageNet will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: [softwaresupport@imagenetconsulting.com](mailto:softwaresupport@imagenetconsulting.com) or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the client will be notified of its receipt. Our escalation process is detailed in Appendix A.

### Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

### Service Disclaimer

Client grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

### Excluded Services

Service rendered under this Agreement does not include:

- ▶ Post-Project on-site software technical services (see fee schedule for pricing)
- ▶ Post-Project training of administrator or end-users after project completion
- ▶ Hardware warranty or maintenance (separate agreement required)

### Suitability of Existing Environment

#### Minimum Standards Required for Services

- In order for Client’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:
- ▶ All Servers, Desktop PCs and Notebooks/Laptops with Windows Operating Systems must not be past the official Microsoft extended support date and have all the latest Microsoft Service Packs and Critical Updates installed.
  - ▶ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
  - ▶ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
  - ▶ The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
  - ▶ The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
  - ▶ All Wireless data traffic in the environment must be securely encrypted.
  - ▶ There must be an outside static IP address assigned to a network device, allowing VPN access.

### **Chronically Failing Equipment**

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

### **Term of Agreement**

This Agreement is effective upon the date signed, shall remain in force for one year ("Initial Term"). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

- ▶ This Agreement automatically renews for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.
- ▶ This Agreement may be terminated by either party if the other Party:
  - Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
  - Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- ▶ If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. The client agrees to pay ImageNet the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

### **Taxes**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

### **Limitation of Liability**

In no event shall ImageNet be held liable for indirect, special, incidental, or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

### **Confidentiality**

ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services and will use best efforts to protect against unauthorized use.

### **Miscellaneous**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue shall exclusively lie in the County of Oklahoma, City of Oklahoma City. It constitutes the entire Agreement between Client and ImageNet for services listed in "Appendix B." This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, ImageNet shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

**Fees and Payment Schedule**

- Fees will be \$ 11,378.00 per year plus applicable taxes, invoiced to Client on an annual basis, and will become due and payable on the first day of the renewal month. Services will be suspended if payment is not received within 10 days following the date due. Refer to Appendix B for ImageNet Services covered by the annual fee under the terms of this Agreement. Any additions to the current system at any future time will be added to the annual fee.
- It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.
- ImageNet Consulting LLC reserve the right to increase contract rates annually, not to exceed 10% of the previous contract year's fees and payments.

**Accepted by:**

|                      |                              |      |
|----------------------|------------------------------|------|
| Authorized Signature | Choctaw-Nicomma Park Schools | Date |
|----------------------|------------------------------|------|

|                      |                     |      |
|----------------------|---------------------|------|
| Authorized Signature | ImageNet Consulting | Date |
|----------------------|---------------------|------|

*David Walla*

5/1/2025

## Appendix A

### Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

| Trouble                                                                                                        | Priority | Response time<br>(in hours) * | Resolution time<br>(in hours) * | Escalation threshold<br>(in hours) |
|----------------------------------------------------------------------------------------------------------------|----------|-------------------------------|---------------------------------|------------------------------------|
| Service not available (all users and functions unavailable).                                                   | 1        | Within 1 hour                 | ASAP – Best Effort              | 2 hours                            |
| Significant degradation of service (large number of users or business critical functions affected)             | 2        | Within 4 hours                | ASAP – Best Effort              | 8 hours                            |
| Limited degradation of service (limited number of users or functions affected, business process can continue). | 3        | Within 24 hours               | ASAP – Best Effort              | 48 hours                           |
| Small service degradation (business process can continue, one user affected).                                  | 4        | Within 48 hours               | ASAP – Best Effort              | 96 hours                           |

### Support Tiers

The following details and describes our Support Tier levels:

| Support Tier   | Description                                                                                                                                                                                                                                                                                  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tier 1 Support | All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet                                                               |
| Tier 2 Support | All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor                                                       |
| Tier 3 Support | Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues. |

### Service Request Escalation Procedure

- ▶ Support Request is received.
- ▶ Trouble Ticket is created.
- ▶ Issue is Identified and documented in Help Desk system.
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

#### If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution.
- ▶ Quality Control –Issue is verified to be resolved.
- ▶ Trouble Ticket is closed after complete problem resolution details have been updated in Help Desk system.

#### If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

**If issue can be resolved through Tier 2 Support:**

- ▶ Level 2 Resolution - issue is worked to successful resolution.
- ▶ Quality Control - Issue is verified to be resolved.
- ▶ Trouble Ticket is closed after complete problem resolution details have been updated in Help Desk system.

**If issue cannot be resolved through Tier 2 Support:**

- ▶ Issue is escalated to Tier 3 Support
- ▶ Issue is qualified to determine if it can be resolved through Tier 3 Support

**If issue can be resolved through Tier 3 Support:**

- ▶ Level 3 Resolution - issue is worked to successful resolution.
- ▶ Quality Control - Issue is verified to be resolved.
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system.

**If issue cannot be resolved through Tier 3 Support:**

- ▶ Issue is escalated to Onsite Support
- ▶ Issue is qualified to determine if it can be resolved through Onsite Support

**If issue can be resolved through Onsite Support:**

- ▶ Onsite Resolution - issue is worked to successful resolution.
- ▶ Quality Control - Issue is verified to be resolved.
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system.

## Appendix B – Price Breakdown

| Qty                                                                                                                                                                                                                                                              | Item #  | Description                                            | Total        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------------------------|--------------|
| Annual Laserfiche Software Assurance Program renewal for license fees, updates and support from July 2, 2025 to July 1, 2026.<br>Your current LSAP expires July 1, 2025.                                                                                         |         |                                                        |              |
| 11                                                                                                                                                                                                                                                               | JSENF2B | Laserfiche Subscription Professional Tier Full Users   | \$ 7,436.00  |
| 1                                                                                                                                                                                                                                                                | JEPFRMB | Laserfiche Subscription Forms Portal                   | \$ 3,492.00  |
| 1                                                                                                                                                                                                                                                                | JSC05B  | ScanConnect 5-Pack                                     | \$ 450.00    |
| Basic renewal includes:<br>New releases, product updates, 2 Aspire Classes, Helpdesk Support, 2nd level support from Laserfiche Engineers, 24/7 access to the Knowledge Base articles, discussion forums and education resources on the Laserfiche Support Site. |         | Purchase Amount (not including applicable sales taxes) | \$ 11,378.00 |

## Software (Software Upgrades, Remote Technical Support All Tiers)

## Service Rates

| Labor                                                                                                   | Rate                   |
|---------------------------------------------------------------------------------------------------------|------------------------|
| Remote Help Desk<br>8am-5pm M-F (30 minutes per ticket)                                                 | INCLUDED               |
| Remote Software Access/Fix<br>8am-5pm M-F (30 minutes per ticket)                                       | INCLUDED               |
| Remote Administrator Assistance<br>8am-5pm M-F (30 minutes per ticket)                                  | INCLUDED               |
| Remote Scanner Assistance<br>8am-5pm M-F (30 minutes per ticket)                                        | INCLUDED               |
| Tier 2 Software Manufacturer Support                                                                    | INCLUDED               |
| Remote Help Desk (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F                     | \$200/hr.              |
| Remote Software Access Technical/Fix (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F | \$200/hr.              |
| Remote Administrator Assistance (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F      | \$200/hr.              |
| Remote Capture Assistance (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F            | \$200/hr.              |
| Remote Workflow/Issues (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F               | \$250/hr.              |
| Remote Migration/Issues (after 30 minutes billed in 15 min. increments)<br>8:00 am-5pm M-F              | \$250/hr.              |
| On site Technical/Issues Labor<br>8:00 am – 5:00 pm (1 hour minimum)                                    | \$200/hr.              |
| Onsite Workflow and Migration/Issues Labor<br>8:00 am – 5:00 pm (1 hour minimum)                        | \$250/hr.              |
| Onsite Labor<br>All Other Times (1-Hr Minimum)                                                          | \$ Time and a half/hr. |

## Hardware

Servers, scanners, and other hardware are covered under warranty or separate maintenance agreement.

CHOCTAW-NICOMA PARK SCHOOLS  
**APPLICATION TO USE SCHOOL FACILITIES**

**APPLICANT**

Date 5/9/25

Permission is hereby requested to use the Gymnasium at Activity Center  
(Classroom, Gymnasium, etc.) (JGI, LWW, Activity Center, etc.)  
on July 12, 13, 14 ( Sunday will be 1-4pm) from 9am to 12pm  
(Date or Date Range) (Time/A.M. P.M.)

If this is a long term use agreement, list days of the week facility will be used i.e., M,T,W,Th,F, etc. Sat, Sun, Mon

The nature of this use is for: Volleyball Camp

The proceeds from this program, if any, will be used for: Pay facility and coach pay

Organization: Choctaw Volleyball Contact Person: Taryn Winters  
(Please Print)

Address: 14300 NE Tenth St, Choctaw, OK 73020 Signature of Contact Person: Taryn M Winters

**BUILDING ADMINISTRATOR**

**SPACE TO BE USED:**

Media Center \_\_\_\_\_  
Gymnasium \_\_\_\_\_  
Cafeteria \_\_\_\_\_  
Kitchen/Other \_\_\_\_\_  
Classroom \_\_\_\_\_  
Football Field \_\_\_\_\_  
Baseball Field \_\_\_\_\_  
Activity Center \_\_\_\_\_  
Little Theater \_\_\_\_\_  
Other \_\_\_\_\_

**SPECIAL EQUIPMENT REQUIRED:**

PA System \_\_\_\_\_  
Mats \_\_\_\_\_  
Floor Covering \_\_\_\_\_  
None \_\_\_\_\_  
Lighting \_\_\_\_\_

**LABOR REQUIRED:**

Custodian \_\_\_\_\_  
Cook \_\_\_\_\_  
Other \_\_\_\_\_  
Security \_\_\_\_\_

\_\_\_\_\_  
Building Administrator Signature

\_\_\_\_\_  
Athletic Director, Food Service Director or other District Administrator (if applicable)

**MONETARY CHARGES:** Level \_\_\_\_\_ Insurance Required? ☐ Yes ☐ No (If insurance is waived then initial here \_\_\_\_\_)

|          |            |               |                 |
|----------|------------|---------------|-----------------|
| _____ \$ | per hour x | _____ hours x | _____ days = \$ |
| _____ \$ | per hour x | _____ hours x | _____ days = \$ |
| _____ \$ | per hour x | _____ hours x | _____ days = \$ |

**TOTAL CHARGES** \$ \_\_\_\_\_

**PAYMENTS:**

Payments must be made to Choctaw-Nicoma Park (C-NP) Schools and sent or delivered to the district's finance office located at 12880 NE 10<sup>th</sup> Street, Choctaw, OK 73020. According to the policies of the Choctaw-Nicoma Park Board of Education, charges may be made for use of school property and required labor. One-half (1/2) of the anticipated charges are due in advance for Category 4. The organization agrees to replace, repair, or pay the school district for items broken while the facility is in use and to abide by the specified rules and school board policy. **Unless other arrangements are made with the district's finance office, all facility use payments must be received by the district no later than fourteen (14) calendar days after the last day of the facility use.** Unpaid or late payment of facility use charges may result in the denial of any future use of C-NP facilities.

*I understand that the school district reserves the right to require security supervision at any event the administration deems necessary. I also understand the building administrator or designated supervisor has the right to stop any activity at any time if, in the supervisor's judgment, there are violations of school board policies, administrative regulations, and/or Local, State or Federal laws. I also agree that I, or my organization, will assume liability for any accidents that may occur upon the grounds or in the building during the times the school grounds or buildings are in my use and I, or my organization, will provide liability insurance unless waived by the district's finance office.*

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Choctaw-Nicoma Park Public (C-NP) Schools and the below-named organization. It is agreed that the above facility use provisions and conditions are accepted by the facility user and Choctaw-Nicoma Park Public Schools.

ORGANIZATION \_\_\_\_\_

CHOCTAW-NICOMA PARK SCHOOLS

BY \_\_\_\_\_

BY \_\_\_\_\_