

STEP 1

Fill in Customer Contact Information

Instructions: SIGN and email to
Help@BonefishSystems.com

Purchase Orders made out to:
 Ohio Schools Council
 6393 Oak Tree Blvd., STE 377
 Independence, OH 44131

Name/Title	
District	
Address/County	
Phone	
Billing Email	
PO#	
IRN#	
AP Software	
ITC	
Effective Dt/End Dt	

STEP 2

DISTRICT Select term in Group Pricing and Term table below:

Customer Group Pricing and Term			
Products Codes	1 Year 25-OH-GOO-01-APM-R1-200	3 Year 25-OH-GOO-03-APM-R1-200	5 Year 25-OH-GOO-05-APM-R1-200
Annual	<input type="checkbox"/> \$4,683	<input type="checkbox"/> \$4,142	<input type="checkbox"/> \$3,822
Total Contract	\$4,683	\$12,426	\$19,110
One Time Setup Fee	<input type="checkbox"/> \$4,000		

All pricing is an annual subscription, derived from current volume counts effective, June 30th of every calendar year.

GROUP PRICING AND TERM (TIER = 200+) REPRESENTED ABOVE

STEP 3

Review, Sign, and Date

Terms and Conditions

Bonefish Systems, LLC. will provide the Customer with an annual subscription for usage of the Complete Accounts Payable Monitoring Solution (AP MON) for the selected Product and Term as reflected in the Customer Group Pricing and Term table. Communications with the AP MON service will be encrypted using the HTTPS protocol. Full Service maintenance and up to four (4) hours of training will be included. Customers will be invoiced the subscription amount annually. Within the first 12 months, Customer may be prorated to sync up with the fiscal year. Customers utilizing non AP MON integrated accounts payable software may be subject to a one-time set up fee.

Full Service Maintenance will cover all system outages labor and/or Bonefish Systems hardware needed for the timely restoration of the AP MON system. All support inquiries should be submitted to Help@bonefishsystems.com, a reply will be assured within twenty-four (24) hours of receipt (excluding non-standard work days). System hot fixes, may periodically be required to correct issues encountered, such as coding changes that may need to be applied with little or no notification to AP MON Customer and are strictly limited to those required to maintain the security, usability, and reliability of the system. In addition to unscheduled hot fixes, any regularly scheduled maintenance and enhancement releases of importance will be communicated via system messaging and published in the online Help section. Bonefish Systems, LLC., will implement system releases that include Bonefish approved and defined system enhancements to benefit Customer and further improve the system capabilities at no additional charge.

TERM OF AGREEMENT - This Agreement shall commence on the Effective Date or when training is completed and shall remain in effect based on the selected Customer Group Pricing and Term table.

TERMINATION FOR CAUSE - Either party may terminate this Agreement for cause: (i) upon sixty (60) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the selected Customer Group Pricing

and Term table. All terms are fully binding upon, inure to the benefit of and are enforceable by the parties and their respective successors and assigns.

PROVISION for Information Technology Center (ITC) or other third party relationship – Should the Customer elect to select AP MON through a third party relationship (ITC offering), this provision will allow the Customer the right to transfer the Service Agreement terms to their ITC to leverage a group relationship.

ADDITIONAL SERVICE AVAILABLE TO CUSTOMER - Upon Customer request, Bonefish Systems, LLC., may be engaged to perform additional risk analysis or to provide consultation on best practices in managing accounts payable risk. Arrangements for such services will be managed under a separate contract and will be billed separately from this Service Agreement.

DISCLAIMER – Bonefish Systems, LLC. OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED. Bonefish Systems, LLC. WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE PERFORMED HEREUNDER. IT REMAINS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM THE NECESSARY DUE DILLIGENCE AND TO IMPLEMENT THE NECESSARY CONTROLS TO ENSURE SOUND FISCAL RESPONSIBILITY. WHILE THE COMPLETE ACCOUNTS PAYABLE MONITORING SOLUTION CAN BE A USEFUL TOOL IN THE MITIGATION OF ACCOUNTS PAYABLE RISK, IT IS BUT ONE PIECE OF A COMPLETE SET OF CONTROLS A CUSTOMER MUST IMPLEMENT AND DOES NOT ENSURE THAT FRAUD OR ERRORS WILL NOT OCCUR.

CONTINGENCIES – Bonefish Systems, LLC. shall not be responsible for any delay or failure to perform due to unforeseen circumstances or causes beyond reasonable control. Examples of such causes are natural disaster, war, riot, fire, flood, accident, strike, shortage of transportation, power, labor or material, third party vendor delays, or any other act or condition beyond the reasonable control of Bonefish Systems, LLC.

CUSTOMER RESPONSIBILITIES - It is the responsibility of the Customer to ensure that all of its files, passwords, and output are adequately secured. Bonefish Systems, LLC. will not be responsible for Customer failure to do so nor for the cost of reconstructing information lost as a result. Customer is responsible for management of user access. Customer is responsible for all related costs and management with their vendors that could directly interface with AP MON functionality.

CHARGES - Payment for services contracted under this Service Agreement will be made within thirty (30) days after the invoice date. Late fees of 5% per month will be applied to all late payments. Invoices may be generated by a third party vendor.

GENERAL – Bonefish Systems, LLC. reserves the right to adjust the Pricing at end of the Service Agreement Term.

TREASURER CERTIFICATE - As the fiscal officer, per ORC Section 5705.41 I hereby certify that there was at the time of the making this contract and the execution of this certificate, a sufficient sum appropriated for the purpose of this contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

If a multi-year contract is elected:

- (a) The contract is a multi-year contract for materials, equipment, or nonpayroll services essential to the education program of the district;
- (b) The multi-year contract demonstrates savings over the duration of the contract as compared to costs that otherwise would have been demonstrated in a single year contract, and the terms will allow the district to reduce the expenditures in future years as demonstrated in its five-year forecast adopted in accordance with section [5705.391](#) of the Revised Code.
- (c) As per ORC 5705.44 (Contracts running beyond fiscal year), when contracts or leases run beyond the termination of the fiscal year in which they are made, the fiscal officer of the taxing authority shall make a certification for the amount required to meet the obligation of such contract or lease maturing in such fiscal year.

Print Name/Title

Signature

Date

Thank you for your business!