



**FIRST AMENDMENT TO STATEWIDE  
CONTRACT NO. 1034 WITH IMAGE NET  
CONSULTING LLC.**

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This First Amendment to Oklahoma Statewide Contract No. 1034 (the “First Amendment”) is effective as of the date of the last signature below, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Image Net Consulting LLC. (“Supplier”). This First Amendment supplements and amends the Statewide Contract No. 1034 (“SW1034”) with Image Net Consulting LLC. entered into by the parties and effective on December 27, 2023, (the “Contract”), including all supplements and amendments thereto. Unless otherwise indicated, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree as follows:

1. Supplier and State desire to amend the Contract to amend Section E3 – Leasing Documents. This First Amendment incorporates the following attachment:
  - a. Attachment E-3 – Updated Leasing Documents
2. The parties agree the attached “Attachment E-3” updating Image Net’s Lease Agreement serves to memorizes changes to Leasing Documents offered by Supplier.
3. Except as expressly modified by this First Amendment, all terms or provisions of the Contract not addressed herein remain as executed by the parties and in full force and effect.
4. This First Amendment may be executed in multiple counterparts, each of which will be an original and together will constitute the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**SIGNATURES**

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Second Amendment and to bind their respective Party thereto.

**STATE:**

*Joe McIntosh*  
Joe McIntosh (Jun 3, 2024 13:43 CDT)

**Authorized Signature**

Joe McIntosh

**Printed Name**

Chief Information Officer

**Title**

Jun 3, 2024

**Date**

**SUPPLIER:**

*Rocky Frost*  
Rocky Frost (May 31, 2024 13:43 CDT)

**Authorized Signature**

Rocky Frost

**Printed Name**

Chief Operating Officer

**Title**

May 31, 2024

**Date**

**ATTACHMENT E-3****Lease Agreement****913 North Broadway • Oklahoma City, OK 73102 • Phone: 405.232.1264 • Fax: 405.236.3334**The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **ImageNet Consulting, LLC**.**CUSTOMER INFORMATION**

FULL LEGAL NAME

STREET ADDRESS

CITY STATE ZIP PHONE FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY STATE ZIP E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

**EQUIPMENT DESCRIPTION**

See attached Schedule A

**TERM AND PAYMENT INFORMATION**

Payments\* of \$

If you are exempt from tax, attach your certificate.

The payment ("Payment") period is monthly unless otherwise indicated.

**END OF TERM OPTIONS**

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Customer's Initials

☐ Purchase all of the Equipment for \$1.00.

Customer's Initials

**Upon acceptance of the Equipment, EXCEPT AS PROVIDED IN ATTACHMENT B, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.****LESSOR ACCEPTANCE**

ImageNet Consulting, LLC

LESSOR SIGNATURE TITLE DATED

**CUSTOMER ACCEPTANCE****BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.****X**

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. #

PRINT NAME

**DELIVERY & ACCEPTANCE CERTIFICATE**

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

**X**

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

**TERMS AND CONDITIONS (Continued on Page 2)**

**1. AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described herein and in this the purchase order into which these Lease Agreement Terms and Conditions are incorporated (the "PO"), and in any attached schedule, addendum or amendment hereto (collectively, the "Agreement"). You represent and warrant that you will use the Equipment for business purposes only. This Agreement is subject to the terms and conditions of the Statewide #1007 contract, which contract, together with this Agreement and the documents incorporated therein, constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior representations, warranties and agreements with respect to such subject matter. For the avoidance of doubt any additional terms and conditions set forth or incorporated into the PO (other than commercial terms such as equipment, location, delivery, rent and term) are expressly excluded. This Agreement becomes valid upon execution by both parties. Payment is due forty-five (45) days from which a proper invoice is received, and interest for late payments is calculated subject to Title 62 O.S. § 34.72. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You agree to pay us a yearly processing fee of up to \$125 per asset for the Equipment. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other equipment lease or equipment loan agreement with us. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** We may make a profit on this program. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement. Any proceeds of insurance will be paid to us and credited against the Loss. Insurance on the equipment shall be held and maintained by us for the duration of the lease and we will look first to insurance for recovery in any event of Loss.

**5. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time subject to the security measures of the location, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair.

**6. END OF TERM:** If you do not purchase the Equipment at the end of the term, it shall be returned in full working order and complete repair, excluding maintenance and repair for which we are responsible under the Statewide #1007 contract. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**7. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the

*U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.*

**8. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. To the extent this Agreement constitutes chattel paper, a security interest may only be created in the sole original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**9. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

**10. LAW; JURY WAIVER:**

This Agreement shall be deemed fully executed and performed in the state of Oklahoma and shall be governed by and construed in accordance with its laws. All legal proceedings must take place in Oklahoma County, Oklahoma. The State of Oklahoma retains its right to a jury trial, and nothing herein shall be construed to alter, waive or abrogate the sovereign immunity of the State or any of its subdivision.