



APPENDIX A

Customer Name: Community Unit School District 200

Street Address: 130 West Park Avenue

City, State, Zip: Wheaton, IL 60189

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Community Unit School District 200 (Customer) with principal offices at 130 West Park Avenue, Wheaton, IL 60189 is hereby appended to include the following:

Commencement Date Agreement No. 001 Addendum No. 057-CV

Scope of Work

- Cisco Webex Control Hub Provisioning.
- Cisco Smart Account Provisioning.
- License migration to subscription and PLM integration.

Pricing Summary

Cisco Flex Calling Enterprise Agreement

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

Terms & Price

Cisco Flex Calling Enterprise Agreement

Enterprise Agreement is for Cisco On Premise Calling

Includes:

1,000 Knowledge User with 20% Growth during Term
at Zero Cost

True Forward at end of Term

Entitlements include:

- Up to 1,200 CUWL Licenses (Device and Unity)
- Up to 500 Enhanced Licenses
- Up to 200 Essentials Licenses
- 3,000 Cisco Emergency Responder
- 1,200 SRST
- 200 Rick Media Licenses
- 1,700 Total Unity Licenses Boxes
- 528 CUBE Standard Licenses
- Cisco Webex Teams

Initial Term

Estimated Start Date

Billing Model

Renewal Term

Estimated Annual Price:

Initial Term Subscriptions Sub-Total:

Subscriptions Total

\$

\$

\$

36 Months

7/1/2022

Annual

Requote

70,642.91

211,928.72

211,928.72



Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Solution Subscriptions	\$	211,928.72
Professional Services		
- Cisco Webex Control Hub Provisioning		
- Cisco Smart Account Provisioning	\$	2,106.00
- License migration to subscription and PLM integration		
Project Total	\$	214,034.72

*Quote is valid until 07/07/2022

Plus applicable tax, shipping & handling

Cisco Flex Calling

Cisco Flex Calling								
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term	
Flex 3.0 for Education	1	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Basic Support for Flex Plan	1	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
EntW On-Premises Calling for Education	1000	\$ 151.75	\$ 151,750.00	36 Months	7/1/2022	Annual	Requote	
EA Students for K-12	3000	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Session Manager (1)	1	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
SRST Endpoints (1)	1200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
On-Premises Smart License - EA (1)	1200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Access Smart License (1)	200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Common Area Smart License (1)	500	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Unity Connection Smart License (1)	2200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Emergency Responder Smart License (1)	3000	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Expressway Product Authorization Key (1)	1	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	1	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Cloud Device Registration Entitlement	1200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Messaging Entitlement	4200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
File Storage Entitlement	84000	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Pro Pack for Cisco Control Hub Entitlement	1200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
Expressway Rich Media Session (1)	200	\$ -	\$ -	36 Months	7/1/2022	Annual	Requote	
On-Premises Unity Connection Add-on for Education	500	\$ 48.56	\$ 24,280.00	36 Months	7/1/2022	Annual	Requote	
CUBE Standard Trunk Session License	528	\$ 67.99	\$ 35,898.72	36 Months	7/1/2022	Annual	Requote	
Estimated Annual Price:						\$70,642.91		
Initial Term Subscriptions Sub-Total:						\$211,928.72		

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

***This quote is valid until 07 / 07 / 2022.**

*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

CUSTOMER:
Community Unit School District 200

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O. #: _____