

## **APPENDIX A**

Customer Name: Community Unit School District 200

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Street Address: 130 W. Park Avenue,

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City, State, Zip: Wheaton, IL, 60187

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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 W. Park Avenue, Wheaton, IL, 60187 is hereby appended to include the following:

Commencement Date 8/2/2022 Agreement No. - Addendum No. RNWL22-02592-R1

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### **Sentinel High Availability Network Support (HANS™)**

#### **1. Inspection and Repair**

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in the Pricing Summary (“the Equipment”) shall be subject to inspection by the Contractor at no charge to the Customer to determine if it is in acceptable condition for maintenance. Any repairs, adjustments, or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate, or terminate this Appendix if, in Contractor’s opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

#### **2. Responsibilities of Contractor**

The Contractor shall, for the total charges set forth in the Pricing Summary, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated in the Pricing Summary.

The Maintenance Service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts deemed necessary by Contractor to be required for maintaining the Equipment as a result of normal wear and tear. At Customer’s request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor’s sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

#### **3. Responsibility of the Customer**

- a. The Customer shall notify Contractor’s maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer’s commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer’s inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer’s request and for an additional charge, Contractor can perform an



inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified in the Pricing Summary.

- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers, or agents.

#### 4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor, subject to the consent of all parties to such calls, for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service.

#### 5. Periods of Maintenance Service Availability

- a. The Annual Maintenance Fee and the Contracted Periods of Maintenance Service available to the Customer are stated in the Pricing Summary. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

#### 6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by Acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees, or assigns; improper use or misuse of the Equipment; and causes external to the Equipment, such as, but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.

#### 7. Service Level Agreement ("SLA") for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.



- c. **Severity 3:** Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

**Incident Service Level**

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
<b>Severity 1</b>	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See Pricing Summary	99.5%
<b>Severity 2</b>	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See Pricing Summary	99.5%
<b>Severity 3</b>	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

**8. SLA Options**

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed in the Pricing Summary.

HANS™ Silver – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Manufacturer TAC directly for support or receive software updates to a device.

HANS™ Gold – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Manufacturer Support and as such, Contractor has the ability to escalate to Manufacturer TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

HANS™ Platinum - provides all the services detailed under Item 8a. below with all Equipment backed by a Manufacturer support agreement which provides Customer and Contractor access to Manufacturer’s support resources and the ability to update software. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
  - All calls for service are to be placed with, monitored, and escalated by Contractor.
  - Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
  - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
  - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer’s agent in attempting to resolve issues with other vendors/suppliers.
  - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
  - Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
  - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
  - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in the Pricing Summary.

- b. The following details the additional level of support provided under all HANS™ Gold service agreements:
- Cisco Specific Items
    - Contractor will provide the software for the Smart Collector upon Customer's request. The Smart Collector will only provide the functionality outlined below. Without the Smart Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase, and the Customer will be responsible for provisioning the OVA provided by Sentinel. Customer is also responsible for providing Contractor with SNMP Read-Only community strings for each device. Customer will be responsible for re-configuring the community string if it is not configured correctly on the devices.
    - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
    - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
  - NetApp/EMC Specific Items
    - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.
  - General Items
    - Contractor provides TAC support and escalation of cases to Manufacturer TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate in Contractor's call with Manufacturer TAC.
    - Contractor will provide Contract and Inventory Management on the Customer infrastructure.
  - Microsoft Premier Support for Partners (PSfP) (See the Pricing Summary for Hours Included)
    - Problem Resolution Support Hours for Reactive Support
      - 24x7 Break/fix support for server and desktop products
      - Unlimited support for all Cloud Technologies
      - Managed escalation
      - Ability to declare critical situation/Rapid On Site Services (ROSS)
      - Goaled Response Times (1 Hour for Severity A, 2 Hours for Severity B, and 4 Hours for Severity C incidents)
    - Support Assistance Hours for Proactive Services
      - Risk Assessments for Microsoft technologies
      - Tuning and optimizations
      - Application Development advisory services
      - Customized training and knowledge transfer
      - Workshops and chalk talks
    - Service Delivery Management via a Customer Success Account Manager
      - Resource coordination and case escalation
      - Scheduling and planning of all proactive services
      - Trusted advisor within the Microsoft services organization
    - Hours include Sentinel and Microsoft support hours and are tracked in 15 minute increments on the opened service calls.
    - Cloud Technologies support is defined as items that are solely in the control of Microsoft and have no premise support required. Microsoft determines at the end of a service call whether the call is related to Cloud Technologies support and does not detract hours from the support agreement.
    - Additional hours can be purchased during the support agreement term or a new support agreement can be purchased if all hours are exhausted within the 12 month term.
    - Hours must be used within the 12 month term and cannot be extended.



## Pricing Summary

Community Unit School District 200									
Mfr.	Device	Description	Serial Number	Start Date	End Date	Qty.	Unit Price	Ext. Price	Special Notes
130 W PARK AVE WHEATON, IL 60189-6460									
STI HANS Platinum Parts and Remote Support 24x7									
Fortinet, Inc.	FCZ-15-AC2KE-241-02-00	24X7 Web Support FortiAuthenticator-2000E	FAC2KET319000063	08/26/2022	08/25/2023	1	\$6,277.39	\$6,277.39	
Fortinet, Inc.	FCZ-15-F101F-100-02-00	AMP Service (FortiGate Products)/AV Service (Other Products) FortiGate-101F	FG101FTK20000313	08/26/2022	08/25/2023	1	\$3,934.51	\$3,934.51	
Fortinet, Inc.	FCZ-15-F22E1-100-02-00	AMP Service (FortiGate Products)/AV Service (Other Products) FortiGate-2201E	FG22E1T919900558	08/26/2022	08/25/2023	1	\$47,760.16	\$47,760.16	
Fortinet, Inc.	FCZ-15-F22E1-100-02-00	AMP Service (FortiGate Products)/AV Service (Other Products) FortiGate-2201E	FG22E1T919900608	08/26/2022	08/25/2023	1	\$47,760.16	\$47,760.16	
Fortinet, Inc.	FCZ-15-FVM32-100-02-00	AMP Service (FortiGate Products)/AV Service (Other Products) FortiGate-VM32	FGVM32TM20000293	08/26/2022	08/25/2023	1	\$44,788.83	\$44,788.83	
Fortinet, Inc.	FCZ-15-L300F-149-02-00	Subscription license for the FortiGuard Indicator of Compromise (IOC) FortiAnalyzer-300F	FL-3HFTB19900140	08/26/2022	08/25/2023	1	\$3,839.95	\$3,839.95	
Fortinet, Inc.	FCZ-15-NCVCA-241-02-00	24X7 Web Support FortiNAC Control and Application VM	FNVMCATM21000139	08/26/2022	08/25/2023	1	\$657.12	\$657.12	
<b>SubTotal</b>								<b>\$155,018.12</b>	
<b>Total</b>								<b>\$155,018.12</b>	
<b>*Plus Applicable Sales Tax*</b>									

## 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.



**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 09 / 01 / 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. #: \_\_\_\_\_