

INSTRUCTURE

Services Order Form

Order #: Q-26318-1
Date: 12/24/2016

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Customer Information

Customer Address	Hinsdale Twp Hsd 86 5500 S Grant St Hinsdale Illinois 60521 United States	Contact Phone	David Lapetino (630) 468-4510
City	Hinsdale	Email	dlapetin@hinsdale86.org
State/Province	Illinois	Billing Contact	Tim Hohman
Zip/Postal Code	60521	Billing Phone	(630) 655-6100
Country	United States	Billing Email	thohman@hinsdale86.org

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	User	Cloud SaaS Subscription	1/1/2017	6/30/2017	265	USD 1.51	USD 400
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	1/1/2017	6/30/2017	1	USD 1,500.00	USD 1,500
Year 1 Sub-Total							USD 1,900
Total							USD 1,900

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 2,500.00	USD 2,500
Year 1 Sub-Total							USD 2,500
Total							USD 2,500

Grand Total:	USD 4,400.00
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Canvas
Deliverables
<p>As needed, your implementation will include the following:</p> <p>Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.</p> <p>Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>

Canvas User
Description
<p>Canvas K-12 subscription based on number of full-time or part-time users (students, teachers, administrators) per year.</p>

Training
Description
<p>Unlimited access for all users to instructor-led online training.</p>

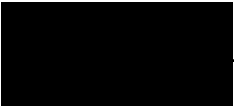
<p>Duration: Instructure will commence the provision of support and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the effective date. This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement.</p> <p>Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface (“API”) for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.</p> <p>Instructure’s support terms can be found at: Canvas & Catalog: http://www.canvaslms.com/policies/support-terms Bridge: https://www.getbridge.com/support-terms</p> <p>The price associated with the order form is only available if executed no later than 12/31/2016</p>
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Notes

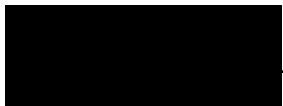
Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Hinsdale Twp Hsd 86

Signature:	
Name:	Bruce Law
Title:	Superintendent
Date:	12/29/2016

Instructure, Inc.

Signature:	
Name:	Mathew Searle
Title:	Sr. Finance Manager
Date:	12/29/2016

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions (“**Terms**”) that apply to the provision of any products or services by Instructure, Inc. (“**Instructure**”) to the entity identified on the Order Form (“**Customer**”). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the “**Agreement**.” An “**Order Form**” means any order for the provision of products or services signed by Customer.

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. “**Service**” means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. “**User**” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer’s instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
- 3. Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.
- 4. Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support (“**Support**”) pursuant to the terms of Instructure’s customer support, which is specified at <http://www.canvaslms.com/policies/support-terms>.
- 5. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees (“**Fees**”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.
- 6. Service Level Agreement.** Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer’s sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
- 7. Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer’s exclusive remedy and Instructure’s sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- 8. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
- 9. Aggregated Data.** As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.
- 10. Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUMENT DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO

THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 18, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

12. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. Customer Owned Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("**Customer Content**"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. Term. The term ("**Term**") of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. Termination. Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

17. Suspension of Service. Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. Infringement. If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other

party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

INSTRUCTURE

Services Order Form

Order #: Q-32825-1

Date: 4/27/2017

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Customer Information

Customer:	Hinsdale Twp Hsd 86	Billing Contact:	Tim Hohman
Contact:	David Lapetino	Billing Phone:	(630) 655-6100
Phone:	(630) 468-4510	Billing Email:	thohman@hinsdale86.org
Email:	dlapetin@hinsdale86.org		
Address:	5500 S Grant St		
City:	Hinsdale	P.O. Required?	No
State/Province:	Illinois	P.O. Number:	
Zip/Postal Code:	60521		
Country:	United States	State Sales Tax Exempt?	Yes

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2017	6/30/2018	4,504	USD 6.50	USD 29,276
24x7 Tier 1 Support (Faculty Only)	30% of Subscription (Min \$3500)	Support	7/1/2017	6/30/2018	1	USD 8,783.00	USD 8,783
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	7/1/2017	6/30/2018	1	USD 3,000.00	USD 3,000
Year 1 Sub-Total							USD 41,059
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2018	6/30/2019	4,504	USD 6.83	USD 30,762
24x7 Tier 1 Support (Faculty Only)	30% of Subscription (Min \$3500)	Support	7/1/2018	6/30/2019	1	USD 9,229.00	USD 9,229
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	7/1/2018	6/30/2019	1	USD 3,000.00	USD 3,000
Year 2 Sub-Total							USD 42,991
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2019	6/30/2020	4,504	USD 7.17	USD 32,294
24x7 Tier 1 Support (Faculty Only)	30% of Subscription (Min \$3500)	Support	7/1/2019	6/30/2020	1	USD 9,688.00	USD 9,688

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	7/1/2019	6/30/2020	1	USD 3,000.00	USD 3,000
Year 3 Sub-Total							USD 44,982
Total							USD 129,032

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Tier 1 Support Setup	One Time Fee	Support			1	USD 500.00	USD 500
Year 1 Sub-Total							USD 500
Total							USD 500

Grand Total:	USD 129,532.00
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Canvas User

Description
Canvas K-12 subscription based on number of full-time or part-time users (students, teachers, administrators) per year.

Training

Description
Unlimited access for all users to instructor-led online training.

Duration: Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:

Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>

Bridge: <https://www.getbridge.com/support-terms>


The price associated with the order form is only available if executed no later than **6/30/2017**

Notes

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Hinsdale Twp Hsd 86

Signature:	
Name:	<u>Tim Hohman</u>
Title:	<u>Director of Technology</u>
Date:	<u>5/3/2017</u>

Instructure, Inc.

Signature:	
Name:	<u>Mathew Searle</u>
Title:	<u>Director, Deal Desk</u>
Date:	<u>5/3/2017</u>

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions that apply to the provision of any products or services by Instructure, Inc. (“**Instructure**”) to the entity identified in the Order Form (“**Customer**”). An “**Order Form**” means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, the Order Form and these Terms are the “**Agreement**.” Instructure and Customer may be referred to herein each as a “**party**” and together as the “**parties**.”

1. Services. Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. “**Service(s)**” means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. “**User**” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.

2. Customer Restrictions and Responsibilities. Customer is solely responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by the terms and conditions of Customer's standard network usage agreement, and Customer agrees to reasonably enforce such terms and conditions against such User. Customer further agrees to: (a) maintain the confidentiality and security of passwords, (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services, and (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and (d) notify Instructure promptly of any such unauthorized access or use of which it learns. Customer shall not (and shall not permit Users to): (i) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the Application Program Interface (“**API**”) to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (ii) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or (iii) remove or modify any proprietary markings or restrictive legends in the Service.

3. Instructure Responsibilities. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide Support (“**Support**”) pursuant to the then-current standard terms of Instructure's customer support as specified in the Order Form.

4. Fees. As consideration for the subscription to the Service, Customer shall pay all fees (“**Fees**”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.

5. Service Standard. Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer's sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

6. Representations and Warranties. Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 6, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

7. Compliance. Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

8. Data. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other material uploaded by a User through the Service remain the sole property of Customer (“**Customer Content**”). Instructure may use the Customer Content solely to provide and improve the Services in accordance with this Agreement or Customer's instructions. As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, survey responses, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.

9. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 15, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT INSTRUCURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

10. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement, or (e) to the extent required by law. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party.

11. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means (a) the Service, (b) all improvements, changes, enhancements and components thereof, (c) all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of providing the Service, and (d) all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

12. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements. Such feedback will be stored in anonymous and aggregate form, and may be freely used by Instructure for any business purpose both during and after the Term.

13. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 13. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

14. Suspension of Service. Instructure may monitor the Service for a violation of this Agreement, Instructure's Acceptable Use Policy, and any applicable law or third party rights and may suspend access to the Service and remove applicable Customer Content to the extent and for the duration of any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension to the extent practical under the circumstances. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 14.

15. Indemnification. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's misuse of the Service; or (c) Customer's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure's obligation to indemnify hereunder, terminate the Agreement with no liability to Customer along with the return of the unused portion of any prepaid fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party regarding: (a) an allegation that the Customer Content infringes or misappropriates the intellectual property right of that third party; or (b) use of the Service by Customer (or any User) in violation of this Agreement, Customer's standard network usage agreement, or the Instructure Accepted Use Policy. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding or without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

16. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 16. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard principles of conflict of laws. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 16, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 9, 10, 11, 15 and 16).

Category: Board of Education: Contracts & Agreements

Name: GovQA Master Service Agreement

URL: <http://go.boarddocs.com/il/hinsdale86/Board.nsf/goto?open&id=BGHKPH523DC9>

Category: Board of Education: Contracts & Agreements

Name: PushCoin Service Agreement 2016

URL: <http://go.boarddocs.com/il/hinsdale86/Board.nsf/goto?open&id=AH2Q7N67F3C7>

INSTRUCTURE

Invoice

Instructure, Inc.

6330 South 3000 East, Suite 700
Salt Lake City, Utah 84121
United States
ar@instructure.com 801-869-5000

Date	Invoice #
01-Jun-2017	INV16048

Bill To

Hinsdale Twp Hsd 86
5500 S Grant St
Hinsdale IL 60521

Remit ACH/Wire:



Remit Check:

Dept CH 16968
Palatine, IL 60055-6968

Terms	Due Date	PO #	Sales Rep	Tax Exempt No
Net 30	01-Jul-2017	Ordered by David Lapetino	Scurr, Grant	No Taxable Items

Description	No. of FTE/User	Start Date	End Date	Qty	Unit Price	Amount	
Canvas - K-12 Subscription (by user)	4,504	01-Jul-2017	30-Jun-2018	4,504	\$6.50	\$29,276.00	
24x7 Tier 1 Support (Faculty Only)	4,504	01-Jul-2017	30-Jun-2018	1	\$8,782.80	\$8,783.00	
Canvas - Tier 1 Support Setup	1			1	\$500.00	\$500.00	
Canvas Subscription Training - Annual Unlimited	4,504	01-Jul-2017	30-Jun-2018	1	\$3,000.00	\$3,000.00	

Subtotal	\$41,559.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$41,559.00 USD
Amount Due	\$41,559.00 USD

INSTRUCTURE

Invoice

Instructure, Inc.

6330 South 3000 East, Suite 700
Salt Lake City, Utah 84121
United States
ar@instructure.com 801-869-5000

Date	Invoice #
01-Jun-2018	INV327687

Bill To

Hinsdale Twp Hsd 86
5500 S Grant St
Hinsdale IL 60521

Remit ACH/Wire:



Remit Check:
Dept CH 16968
Palatine, IL 60055-6968

Terms	Due Date	Ordered By	PO #	Sales Rep
Net 30	31-Jul-2018		Ordered by David Lapetino	Scurr, Grant

Description	Start Date	End Date	Qty	Unit Price	Amount
Canvas - K-12 Subscription (by user)	01-Jul-2018	30-Jun-2019	4,504	\$6.83	\$30,762.00
24x7 Tier 1 Support (Faculty Only)	01-Jul-2018	30-Jun-2019	1	\$9,228.70	\$9,229.00
Canvas Subscription Training - Annual Unlimited	01-Jul-2018	30-Jun-2019	1	\$3,000.00	\$3,000.00

Subtotal	\$42,991.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$42,991.00 USD
Amount Applied	\$0.00 USD
Amount Due	\$42,991.00 USD



Invoice

Instructure, Inc.

6330 South 3000 East, Suite 700

Salt Lake City, Utah 84121

United States

ar@instructure.com 801-869-5000

Date	Invoice #
06-Jun-2019	INV339660

Bill To

Hinsdale Twp Hsd 86
 5500 S Grant St
 Hinsdale IL 60521

Remit ACH/Wire:**Remit Check:**

Dept CH 16968
 Palatine, IL 60055-6968

Terms	Due Date	Ordered By	PO #	Sales Rep
Net 30	06-Jul-2019		Ordered by David Lapetino	1262 Scurr, Grant

Description	Start Date	End Date	Qty	Unit Price	Amount
Canvas - K-12 Subscription (by user)	01-Jul-2019	30-Jun-2020	4,504	\$7.17	\$32,294.00
24x7 Tier 1 Support (Faculty Only)	01-Jul-2019	30-Jun-2020	1	\$9,688.10	\$9,688.00
Canvas Subscription Training - Annual Unlimited	01-Jul-2019	30-Jun-2020	1	\$3,000.00	\$3,000.00

Subtotal	\$44,982.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$44,982.00 USD
Amount Applied	\$0.00 USD
Amount Due	\$44,982.00 USD

INSTRUCTURE

Invoice

Instructure, Inc.

6330 South 3000 East, Suite 700

Salt Lake City, Utah 84121

United States

ar@instructure.com 801-869-5000

Date	Invoice #
31-Dec-2016	INV13851

Bill To

Hinsdale Twp Hsd 86
5500 S Grant St
Hinsdale IL 60521

Remit ACH/Wire:



Remit Check:

Dept CH 16968
Palatine, IL 60055-6968

Terms	Due Date	PO #	Sales Rep	Tax Exempt No
Net 30	30-Jan-2017	Ordered by David Lapetino	Reay, Sean C.	No Taxable Items

Description	No. of FTE/User	Start Date	End Date	Qty	Unit Price	Amount	
Canvas - K-12 Subscription (by user)	265	01-Jan-2017	30-Jun-2017	265	\$1.51	\$400.00	
Canvas Subscription Training - Annual Unlimited	1	01-Jan-2017	30-Jun-2017	1	\$1,500.00	\$1,500.00	
Standard Implementation	1			1	\$2,500.00	\$2,500.00	

Subtotal	\$4,400.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$4,400.00 USD
Amount Due	\$4,400.00 USD

Invoice

Date 02/11/2020
 Invoice# **INV210554**
 Terms Net 30
 Due Date 03/12/2020
 EIN# 47-4429364
 Customer ID 10009588

Bill To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE IL 60521
 United States

Ship To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE IL 60521
 United States



PO#	Quote#	Contract Start	Contract End	Sales/Renewal Rep
Signed SOW 408675	Q-331158	02/07/2020	02/06/2023	Mary Jacobs Toner

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
PS-SIS-O-ESPCD: PowerSchool eSchoolPlus Customizations	24	Hour		210.00	\$5,040.00
PS-SIS-S-ESPCDMS: PowerSchool eSchoolPlus Customizations Maintenance & Support Invoice Period: 02/07/2020 - 02/06/2021	1	Hour		1260.00	\$1,260.00

Subtotal	Tax Total	Total (USD)
\$6,300.00	\$0.00	\$6,300.00
		Amt. Due (USD)
		\$6,300.00

To pay by credit card, please click on this link:



	<p>Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH:  (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)</p>
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Services will expire after 12 months from purchase date

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.



INVOICE

Invoice No.	INV120549
Tax ID No.	47-4674631
Date	06/23/2017
Customer No.	10009588
PO No.	6/21/17 Signed WO

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Terms	Due Date
Net 30	07/23/2017

Description	U/M	Qty	Tax	Unit Price	Extended Price
PS-SIS-O-ESPTR: eSchoolPLUS Training (Travel not Included)	Each	1	N	\$4,500.00	\$4,500.00
PS-SIS-O-ESPPM: eSchoolPLUS Project Management	Each	6	N	\$210.00	\$1,260.00
Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.					
Subtotal			Tax Total		Total (USD)
\$5,760.00			\$0.00		\$5,760.00

<p>Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408</p>	<p>Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH to: [REDACTED] [REDACTED] [REDACTED] (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)</p>
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Invoice

Date 06/30/2019
 Invoice# **INV183445**
 Terms Net 30
 Due Date 07/30/2019
 EIN# 47-4429364
 Customer ID 10009588

Bill To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE Illinois 60521
 United States


Ship To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE Illinois 60521
 United States

PO#	Quote#	Sales/Renewal Rep
	Q-177532	Alicia Evangelista

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
MS-SIS-S-ESPMF: PowerSchool eSchoolPlus SIS Maintenance & Support eSchoolPLUS Invoice Period: 07/01/2019 - 06/30/2020	1	Students		37726.32	\$37,726.32
MS-SIS-S-MCMF: PowerSchool eSchoolPlus SIS Mobile Connector Maintenance eSchoolPLUS Mobile Connector Invoice Period: 07/01/2019 - 06/30/2020	1	Students		965.13	\$965.13
MS-SIS-S-COGESMF: Unified Insights Student SIS (Cognos) M & S ReportNet - Anonymous Consumer - eSchoolPLUS - Cognos Invoice Period: 07/01/2019 - 06/30/2020	1	Year		3860.42	\$3,860.42

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH:  (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

Invoice


Date 06/30/2019
 Invoice# **INV183445**
 Terms Net 30
 Due Date 07/30/2019
 EIN# 47-4429364
 Customer ID 10009588

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
MS-SIS-S-MFMF: PowerSchool eSchoolPlus SIS Mobile Family Module Maintenance eSchoolPLUS Mobile Family Module Invoice Period: 07/01/2019 - 06/30/2020	1	Students		832.40	\$832.40
MS-REG-S-EOMF: Enrollment Online M & S Fee eSchoolPLUS Online Enrollment Invoice Period: 07/01/2019 - 06/30/2020	1	Students		1093.81	\$1,093.81
MS-SIS-S-HACMF: PowerSchool eSchoolPlus SIS Home Access Center Maintenance eSchoolPLUS Home Access Center Invoice Period: 07/01/2019 - 06/30/2020	1	Students		2078.80	\$2,078.80
MS-SIS-S-ESRRMF: PowerSchool eSchoolPlus SIS Regulatory Reporting Maintenance eSchoolPLUS IL State Reports Invoice Period: 07/01/2019 - 06/30/2020	1	Students		3348.36	\$3,348.36
MS-ERP-S-COGECMF: Unified Administration Cognos BI Analytics (Enhan) M & S ReportNet - Business Author - Cognos Invoice Period: 07/01/2019 - 06/30/2020	1	Year		510.76	\$510.76

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC
PO Box 398408
San Francisco, CA 94139-840

Remit by Check (Courier): Wells Fargo Lockbox Services
Dept #38408
3440 Walnut Ave, Bldg A, Window H
Fremont, CA 94538

Remit by Wire or ACH:

 (Include invoice number in transmission)

Customer Service:
 ar@powerschool.com
 888-265-7641 (Toll-Free)
 916-288-1588 (Fax)

This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

Invoice

Date 06/30/2019
 Invoice# **INV183445**
 Terms Net 30
 Due Date 07/30/2019
 EIN# 47-4429364
 Customer ID 10009588

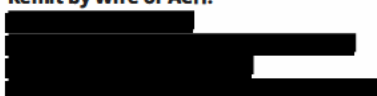
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
MS-ERP-S-COGECMF: Unified Administration Cognos BI Analytics (Enhan) M & S	1	Year		1126.70	\$1,126.70
ReportNet - Professional Author - Cognos Invoice Period: 07/01/2019 - 06/30/2020					

Subtotal	Tax Total	Total (USD)
\$51,542.70	\$0.00	\$51,542.70
		Amt. Due (USD)
		\$51,542.70

To pay by credit card, please click on this link:



Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139 840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH:  (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888 265 7641 (Toll Free) 916 288 1588 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.



INVOICE

Invoice No.	INV150013
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10009588
PO No.	

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Description	U/M	Qty	Terms		Due Date
			Tax	Unit Price	Extended Price
MS-SIS-S-MAMF: Mobile Admin Module Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019 This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew. Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.	Students	1	N	168.37	\$168.37
Subtotal			Tax Total		Total (USD)
\$168.37			\$0.00		\$168.37

<p>Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408</p>	<p>Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH to: [REDACTED] [REDACTED] [REDACTED] (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)</p>
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INVOICE

Invoice No.	INV149346
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10009588
PO No.	

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Terms	Due Date
Net 30	7/31/2018

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-SIS-S-ESPMF: eSchoolPLUS Base System Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	36275.31	\$36,275.31
MS-SIS-S-MCMF: Mobile Connector Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	928.01	\$928.01
MS-SIS-S-COGESMF: Cognos Bundle: eSP Bundle Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	3711.94	\$3,711.94
MS-SIS-S-MFMF: Mobile Family Module Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	800.38	\$800.38
MS-REG-S-EOMF: Enrollment Online Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1051.74	\$1,051.74
MS-SIS-S-HACMF: Home Access Center Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1998.85	\$1,998.85
MS-SIS-S-ESRRMF: Regulatory Reporting Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	3219.58	\$3,219.58
MS-ERP-S-COGECMF: Cognos BI Analytics User (Enhan) Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	491.12	\$491.12
MS-ERP-S-COGECMF: Cognos BI Analytics User (Enhan) Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	1083.37	\$1,083.37

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--	--	--	---



INVOICE

Invoice No.	INV149346
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10009588
PO No.	


Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Description	U/M	Qty	Tax	Unit Price	Extended Price
<p>This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.</p> <p>Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.</p>					
Subtotal			Tax Total		Total (USD)
\$49,560.30			\$0.00		\$49,560.30

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH to:  (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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INVOICE

Invoice No.	INV123825
Tax ID No.	47-4674631
Date	07/03/2017
Customer No.	10009588
PO No.	

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Terms	Due Date
Net 30	08/02/2017

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-ERP-S-COGECMF: Annual -- ReportNet - Business Author - Cognos	Year	1	Y	\$472.23	\$472.23
MS-ERP-S-COGECMF: Annual -- ReportNet - Professional Author - Cognos	Year	1	Y	\$1,041.70	\$1,041.70
MS-REG-S-EOMF: Annual -- eSchoolPLUS Online Enrollment	Students	1	Y	\$1,011.29	\$1,011.29
MS-SIS-S-COGESMF: Annual -- ReportNet - Anonymous Consumer - eSchoolPLUS - Cognos	Year	1	Y	\$3,569.17	\$3,569.17
MS-SIS-S-ESPMF: Annual -- eSchoolPLUS	Students	1	Y	\$34,880.11	\$34,880.11
MS-SIS-S-ESRRMF: Annual -- eSchoolPLUS IL State Reports	Students	1	Y	\$3,095.75	\$3,095.75
MS-SIS-S-HACMF: Annual -- eSchoolPLUS Home Access Center	Students	1	Y	\$1,921.97	\$1,921.97
MS-SIS-S-MCMF: Annual -- eSchoolPLUS Mobile Connector	Students	1	Y	\$892.32	\$892.32
MS-SIS-A-MFMF: Annual -- eSchoolPLUS Mobile Family Module	Students	1	Y	\$769.60	\$769.60
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<p>Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408</p>	<p>Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH to: [REDACTED] [REDACTED] [REDACTED] (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)</p>
--	--	--	---



INVOICE

Invoice No.	INV123825
Tax ID No.	47-4674631
Date	07/03/2017
Customer No.	10009588
PO No.	


Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Subtotal	Tax Total	Total (USD)
\$47,654.14	\$0.00	\$47,654.14

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH to:  (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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INVOICE

Invoice No.	INV128140
Tax ID No.	47-4674631
Date	09/05/2017
Customer No.	10009588
PO No.	

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Terms	Due Date
Net 30	10/05/2017

Description	U/M	Qty	Tax	Unit Price	Extended Price
HS-SIS-S-CC: CurriculumCONNECTOR Contract Dates: 08/01/2017 - 07/31/2018	Students	1	N	\$14,461.20	\$14,461.20
SW-ASM-S-OLAVAF: Online Assessment (OLA) Virtual - Annual Fee Contract Dates: 08/01/2017 - 07/31/2018	Students	1	N	\$1,208.31	\$1,208.31
HS-ASM-S-PT: PerformanceTRACKER Contract Dates: 08/01/2017 - 07/31/2018	Students	1	N	\$25,692.73	\$25,692.73
MS-ASM-S-BROTF: Remark Bubble Reader User One-time Fee Contract Dates: 08/01/2017 - 07/31/2018	Each	1	N	\$1,616.44	\$1,616.44
<p>This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.</p> <p>Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.</p>					
Subtotal			Tax Total		Total (USD)
\$42,978.68			\$0.00		\$42,978.68

<p>Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408</p>	<p>Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH to: [REDACTED] [REDACTED] [REDACTED] (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)</p>
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INVOICE

Invoice No.	INV132386
Tax ID No.	47-4674631
Date	10/31/2017
Customer No.	10009588
PO No.	6/21/17 Signed WO

Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Terms	Due Date
Net 30	11/30/2017

Description	U/M	Qty	Tax	Unit Price	Extended Price
PS-SIS-O-ESPTR: eSchoolPLUS Training (Travel not Included): Delivered by Timothy Brong on: 10/16/17, 10/20/17		16	N	187.50	\$3,000.00
Subtotal:			N	0.00	\$3,000.00
Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.					
Subtotal			Tax Total		Total (USD)
\$3,000.00			\$0.00		\$3,000.00

<p>Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408</p>	<p>Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538</p>	<p>Remit by Wire or ACH to: [REDACTED] [REDACTED] [REDACTED] (Include invoice number in transmission)</p>	<p>Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)</p>
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INVOICE

Invoice No.	INV136845
Tax ID No.	47-4674631
Date	12/27/2017
Customer No.	10009588
PO No.	


Bill To

Hinsdale Township High School District 86
 55 and Grant St
 Hinsdale IL 60521
 United States

Ship To

Hinsdale Township High School
 District 86
 55 and Grant St
 Hinsdale IL 60521-4581
 United States

Description	U/M	Qty	Terms		Due Date
			Tax	Unit Price	Extended Price
SW-PU-S-IPR: Registration - Signature Annual Fee Contract Dates: 02/12/2018 - 02/11/2019	Students	4,400	N	3.56	\$15,664.00
<p>This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.</p> <p>Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.</p>					
Subtotal			Tax Total		Total (USD)
\$15,664.00			\$0.00		\$15,664.00

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH to:  (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
---	---	---	--

Invoice

Date 12/27/2018
 Invoice# **INV167948**
 Terms Net 30
 Due Date 01/26/2019
 EIN# 47-4429364
 Customer ID 10009588

Bill To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE Illinois 60521
 United States

Ship To

Pam Bylsma
 Hinsdale Township High School District 86
 55TH AND GRANT ST
 HINSDALE Illinois 60521
 United States

PO#	Quote#	Sales/Renewal Rep			
	Q-152681	Alicia Evangelista			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-TE-S-TE1070: Unified Talent (TalentEd) Perform Teacher & Principal Invoice Period: 02/23/2019 - 02/22/2020	1	Each		11941.02	\$11,941.02

Subtotal	Tax Total	Total (USD)
\$11,941.02	\$0.00	\$11,941.02
		Amt. Due (USD)
		\$11,941.02

To pay by credit card, please click on this link:



Thank you for your business

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Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96975725676418
Date: 01/06/2018

Description	Price	Qty	Sub-Total
2017 December active student fee	\$0.670000	4,383	\$2,936.61

Total: \$2,936.61

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98994030580111
Date: 01/06/2019

Description	Price	Qty	Sub-Total
Dell 10" tablet w/case (promo)	\$0.000000	3	\$0.00
Shipping	\$0.000000	1	\$0.00
Dell chargers	\$0.000000	6	\$0.00
2018 December active student fee	\$0.670000	4,273	\$2,862.91

Total: \$2,862.91

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #101012334810897
Date: 01/06/2020

Description	Price	Qty	Sub-Total
2019 December active student fee	\$0.670000	4,203	\$2,816.01
2019 December POS terminal fee	\$5.000000	14	\$70.00

Total: \$2,886.01

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97147143321346
Date: 02/06/2018

Description	Price	Qty	Sub-Total
2018 January active student fee	\$0.670000	4,382	\$2,935.94

Total: \$2,935.94

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99165447967695
Date: 02/06/2019

Description	Price	Qty	Sub-Total
2019 January active student fee	\$0.670000	4,246	\$2,844.82
2019 January POS terminal fee	\$5.000000	15	\$75.00

Total: \$2,919.82

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #101183752707985
Date: 02/06/2020

Description	Price	Qty	Sub-Total
2020 January active student fee	\$0.670000	4,188	\$2,805.96
2020 January POS terminal fee	\$5.000000	14	\$70.00

Total: \$2,875.96

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97301972141506
Date: 03/06/2018

Description	Price	Qty	Sub-Total
2018 February active student fee	\$0.670000	4,374	\$2,930.58

Total: \$2,930.58

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99320277111184
Date: 03/06/2019

Description	Price	Qty	Sub-Total
2D barcode reader	\$50.000000	1	\$50.00
UPS one-day shipping	\$11.490000	1	\$11.49
2019 February POS terminal fee	\$5.000000	15	\$75.00
2019 February active student fee	\$0.670000	4,256	\$2,851.52

Total: \$2,988.01

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice ILD86HINS-202002
Date: 03/06/2020

Description	Price	Qty	Sub-Total
2020 February POS terminal fee	\$5.000000	13	\$65.00
2020 February active student fee	\$0.670000	5,073	\$3,398.91

Total: \$3,463.91

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97473389768578
Date: 04/06/2018

Description	Price	Qty	Sub-Total
2018 March active student fee	\$0.670000	4,370	\$2,927.90

Total: \$2,927.90

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99491694619344
Date: 04/06/2019

Description	Price	Qty	Sub-Total
2019 March POS terminal fee	\$5.000000	15	\$75.00
2019 March active student fee	\$0.670000	4,247	\$2,845.49

Total: \$2,920.49

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #95458002320780
Date: 04/07/2017

Description	Price	Qty	Sub-Total
Monthly active student fee	\$0.670000	4,378	\$2,933.26

Total: \$2,933.26

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #95620973694851
Date: 05/06/2017

Description	Price	Qty	Sub-Total
Monthly active student fee	\$0.670000	4,375	\$2,931.25

Total: \$2,931.25

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97639278139650
Date: 05/06/2018

Description	Price	Qty	Sub-Total
2018 April active student fee	\$0.670000	4,370	\$2,927.90

Total: \$2,927.90

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99657582866128
Date: 05/06/2019

Description	Price	Qty	Sub-Total
2019 April POS terminal fee	\$5.000000	14	\$70.00
2019 April active student fee	\$0.670000	4,244	\$2,843.48

Total: \$2,913.48

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #95792391603405
Date: 06/06/2017

Description	Price	Qty	Sub-Total
Monthly active student fee	\$0.670000	4,376	\$2,931.92

Total: \$2,931.92

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97810695736258
Date: 06/06/2018

Description	Price	Qty	Sub-Total
2018 May active student fee	\$0.670000	4,372	\$2,929.24

Total: \$2,929.24

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99829000502480
Date: 06/06/2019

Description	Price	Qty	Sub-Total
2019 May active student fee	\$0.670000	4,229	\$2,833.43
2019 May POS terminal fee	\$5.000000	14	\$70.00

Total: \$2,903.43

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #95958279098243
Date: 07/06/2017

Description	Price	Qty	Sub-Total
Monthly active student fee	\$0.670000	4,381	\$2,935.27

Total: \$2,935.27

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #97976583241794
Date: 07/06/2018

Description	Price	Qty	Sub-Total
2018 June active student fee	\$0.670000	4,330	\$2,901.10

Total: \$2,901.10

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #99994887676240
Date: 07/06/2019

Description	Price	Qty	Sub-Total
2019 June POS terminal fee	\$5.000000	6	\$30.00
2019 June active student fee	\$0.670000	4,199	\$2,813.33

Total: \$2,843.33

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96129696656195
Date: 08/06/2017

Description	Price	Qty	Sub-Total
Monthly active student fee	\$0.670000	4,416	\$2,958.72

Total: \$2,958.72

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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PushCoin Inc.
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613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98148001048073
Date: 08/06/2018

Description	Price	Qty	Sub-Total
2018 July active student fee	\$0.670000	4,078	\$2,732.26

Total: \$2,732.26

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #100166305269457
Date: 08/06/2019

Description	Price	Qty	Sub-Total
2019 July POS terminal fee	\$5.000000	2	\$10.00
2019 July active student fee	\$0.670000	3,701	\$2,479.67

Total: \$2,489.67

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96301114423428
Date: 09/06/2017

Description	Price	Qty	Sub-Total
2017 August active student fee	\$0.670000	4,385	\$2,937.95
Webstore SSL cert. renewal (3-year)	\$90.000000	1	\$90.00

Total: \$3,027.95

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98319419008329
Date: 09/06/2018

Description	Price	Qty	Sub-Total
2018 August active student fee	\$0.670000	4,289	\$2,873.63

Total: \$2,873.63

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #100337723249873
Date: 09/06/2019

Description	Price	Qty	Sub-Total
2019 August POS terminal fee	\$5.000000	14	\$70.00
2019 August active student fee	\$0.670000	4,170	\$2,793.90

Total: \$2,863.90

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96467002554436
Date: 10/06/2017

Description	Price	Qty	Sub-Total
2017 September active student fee	\$0.670000	4,398	\$2,946.66

Total: \$2,946.66

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98485307023490
Date: 10/06/2018

Description	Price	Qty	Sub-Total
2018 September active student fee	\$0.670000	4,290	\$2,874.30

Total: \$2,874.30

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #100503611687825
Date: 10/06/2019

Description	Price	Qty	Sub-Total
2019 September active student fee	\$0.670000	4,203	\$2,816.01
2019 September POS terminal fee	\$5.000000	14	\$70.00

Total: \$2,886.01

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

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Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96638420240327
Date: 11/06/2017

Description	Price	Qty	Sub-Total
2017 October active student fee	\$0.670000	4,395	\$2,944.65

Total: \$2,944.65

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #100675135213137
Date: 11/06/2019

Description	Price	Qty	Sub-Total
Credit card reader w/programming	\$49.000000	3	\$147.00
1-Day shipping	\$11.500000	1	\$11.50
2019 October active student fee	\$0.670000	4,199	\$2,813.33
2019 October POS terminal fee	\$5.000000	15	\$75.00

Total: \$3,046.83

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98659657948236
Date: 11/07/2018

Description	Price	Qty	Sub-Total
2018 October active student fee	\$0.670000	4,291	\$2,874.97

Total: \$2,874.97

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #96804308088450
Date: 12/06/2017

Description	Price	Qty	Sub-Total
Magnetic 4ft USB cable w/connector	\$9.000000	16	\$144.00
2017 November active student fee	\$0.670000	4,389	\$2,940.63

Total: \$3,084.63

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #98822613140943
Date: 12/06/2018

Description	Price	Qty	Sub-Total
Heavy-duty 14" POS terminal w/stand	\$200.000000	1	\$200.00
2018 November active student fee	\$0.670000	4,283	\$2,869.61

Total: \$3,069.61

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

Invoice



Prepared By
PushCoin Inc.
EIN 45-5229022
613 Creekside Dr.
Geneva, IL 60134

Prepared For
Hinsdale Twp HSD 86
5500 S Grant St
Hinsdale, IL 60521

Invoice #100840917521233
Date: 12/06/2019

Description	Price	Qty	Sub-Total
2019 November POS terminal fee	\$5.000000	14	\$70.00
2019 November active student fee	\$0.670000	4,206	\$2,818.02

Total: \$2,888.02

If you have questions regarding this invoice, call Customer Service at 800-381-9917 or email ask@pushcoin.com

Thank you for using PushCoin.

Sincerely,
PushCoin Team

© PushCoin Inc.

WebQA Inc.
d/b/a GovQA
900 S. Frontage Rd Suite 110
Woodridge, IL 60517

Invoice

Date	Invoice #
5/1/2018	1330-180501

FID # 36-4389558

7/1/2018 per Gail Walus

Bill To

Hinsdale Township HS District 86, IL
5500 South Grand Street
Hinsdale, IL 60521

Description	P.O. No.	Terms	Due Date
		Due on receipt	5/1/2018
	Months	Cost	Amount
GovQA FOIA Services - Billing Term 7/1/18 through 6/30/19 per Master Service Agreement Signed on 4/26/18 by Bruce Law, Superintendent	12	541.66666	6,500.00
GovQA Advanced Search - Billing Term 7/1/18 through 6/30/19 - Fees Waived	12	0.00	0.00
GovQA Redaction License - 1 License @ No Cost - Billing Term 7/1/18 through 6/30/19	12	0.00	0.00
GovQA FOIA Services - Implementation Cost - Fees Waived		0.00	0.00
GovQA Advanced Search - Implementation Cost - Fees Waived		0.00	0.00
Data: 500GB of Storage is Included - Every Additional 500GB of Storage will be Assessed a Fee of \$50/Month. 200GB of Document Attachment Retrieval is Included - Every 100GB Over the Allotted 200GB will be Assessed a Fee of \$50/Month.			
For questions please contact Accounts Receivable at 630-985-1300 #3 or Accountsreceivables@govqa.com	Total		\$6,500.00

GovQA, LLC



900 S. Frontage Rd. - Suite 110
Woodridge, IL 60517

P: (630) 985-1300
E: AccountsReceivables@govqa.com

Invoice

PAST DUE

Date	Invoice #
7/1/2019	1330-190701

FEIN: 36-4389558
ACH Wire Transfer Info:



Bill To:

Hinsdale Township HS District 86, IL
5500 South Grand Street
Hinsdale, IL 60521

End User:

Hinsdale Township HS District 86, IL
5500 South Grand Street
Hinsdale, IL 60521

P.O. No.	Billing Term	Terms	Due Date
	7/1/19 - 6/30/20	Due on receipt	7/1/2019
Description			Amount
GovQA FOIA Services			6,855.00
GovQA Advanced Search - Fees Waived			
GovQA Redaction License - 1 License Included			
Thank you for your business.			
Total			\$6,855.00
Payments/Credits Applied			-\$355.00
Balance Due			\$6,500.00

This document is confidential and privileged. It is intended for the named addressee only. You may not use it for anyone else. Thank you for your cooperation.

PENTAMATION ENTERPRISES, INC. SOFTWARE LICENSE AGREEMENT



Name and Address of Licensee: Hinsdale Township High School District 86
55th and Grant Street
Hinsdale, Illinois 60521
(708) 655-6100
Dr. Jim Polzin, Assistant Superintendent

Licensor: Pentamation Enterprises, Inc.
225 Marketplace
Bethlehem, PA 18018
Telephone: (610) 691-3616

Pentamation Enterprises, Inc. (PENTAMATION) by its execution of this License Agreement ("Agreement") grants to Licensee, and the Licensee accepts, on the following terms and conditions, a non-transferrable and non-exclusive License to use the computer software programs listed in Appendix 1 of this Agreement on Licensee's computer system(s). This License includes the right to use the related written materials for the licensed software programs such as user manuals. The licensed software programs and related written materials are hereinafter collectively referred to as the "Licensed Systems". Unless the source code is purchased by the Licensee under the terms of this Agreement or an Application Software Maintenance and Support Agreement, this license is for the use of object code programs only.

1. License of PENTAMATION Application Programs

- A. The License granted under this Agreement authorizes the Licensee to possess and use solely for its own use copies of the Licensed Systems on the computer system(s) identified in Appendix 1. The Licensed Systems may not be used to process data for any person or entity other than Licensee.
- B. The functions and features of the software are defined by: the PENTAMATION Application Software Specifications and the PENTAMATION User Manuals. The responses in the Application Software Specifications section of PENTAMATION'S proposal represent its best professional judgement in response to the Licensee's state software requirements. However, there is the potential for multiple interpretations of the stated requirements. PENTAMATION'S Specifications and User Manuals contain a detailed description of the features and functions of the proposed software, and therefore, will serve as the sole source of software capabilities.
- C. License fees for the Licensed Systems are specified in Appendix 1 of this Agreement, and the validity of this license is contingent upon the payment of these fees.
- D. If PENTAMATION develops additional releases of the Licensed Systems which incorporate changes and enhancements, it will make such new releases available to the Licensee under the terms of its standard Application Software Maintenance and Support Agreement executed by Licensee and PENTAMATION.
- E. The Licensee recognizes that the Licensed Systems are confidential and trade secret property which is proprietary to PENTAMATION. Licensee, its agents, employees, and representatives shall not disclose in whole or in part, any Licensed Systems which are provided by PENTAMATION under this Agreement to any third parties. Any Licensed Systems which are provided by PENTAMATION may be copied by Licensee for backup purposes only and Licensee shall not otherwise print, copy, or duplicate the Licensed Systems. The Licensed Systems may not be used to process data for any entity other than Licensee.
- F. The Licensee agrees not to provide or otherwise make available any Licensed Systems, including but not limited to flowcharts, logic diagrams and program code, in any form, to any person other than Licensee or PENTAMATION employees, without prior written consent from PENTAMATION. Licensee will take reasonable steps to protect the security of the Licensed Systems, and will inform all employees, agents and representatives who utilize the Licensed Systems of this requirement.
- G. Within thirty (30) days after the date of discontinuance of the license granted under this Agreement, the Licensee will furnish PENTAMATION a written certification that through its best effort, and to the best of its knowledge, the original and all copies, in whole and in part, in any form, including partial copies and modifications, of the Licensed Systems have been returned to PENTAMATION or destroyed, except that, upon prior written authorization from PENTAMATION, the Licensee may retain a copy for archival purposes only.

2. Application Program Implementation Services

- A. PENTAMATION shall provide to Licensee installation services, training of Licensee's personnel and technical assistance in the operation and use of the Licensed Systems as set forth and for the charges listed in Appendix 2.
- B. Implementation of the PENTAMATION Application Programs will be deemed completed when operational according to the PENTAMATION Application Program User Manuals, or when the Licensee begins processing data using said Application Programs, whichever occurs first.
- C. Delivery and installation of the Licensed Systems will occur as mutually agreed by PENTAMATION and Licensee.
- D. PENTAMATION will convert certain Licensee's files to the new system's files. Licensee shall provide the correct system's files in ASCII format and on media readable by the new hardware. Licensee shall also provide current file record descriptions and file layouts to PENTAMATION. The fee for file conversion services is set forth in Appendix 2.

3. Warranty

- A. PENTAMATION warrants that it is the sole owner of or has full power and authority to grant the License provided for herein and that the use of the licensed programs by Licensee will not violate or infringe any patent, copyright or other proprietary right of any third person. PENTAMATION will indemnify and hold Licensee harmless from and against any loss, cost, liability and expense arising out of the breach of the foregoing warranty.

- B. PENTAMATION warrants that each Program will function as described in the then current User Manual when it is shipped to the Licensee. In the event of a defect in a Program, PENTAMATION'S sole responsibility shall be to replace or correct the defective program without charge to Licensee provided written notice of the defect is given to PENTAMATION. Services or corrections outside the scope of this warranty shall be provided only under the terms of an Application Software Maintenance and Support Agreement executed separately. The foregoing warranty does not apply to defects caused by equipment or programs not supplied by PENTAMATION or where equipment used by Licensee has not been approved by PENTAMATION. The foregoing warranty shall also not apply to other causes beyond PENTAMATION'S control such as excessive simultaneous users on the system, defective or interrupted electrical power, inadequate speed of peripheral devices, inadequate speed of data communications network, and inadequate storage capacity for data. This warranty shall continue only so long as a paid up application Software Maintenance and Support Agreement is in effect.
- C. The foregoing warranty is in lieu of all other warranties express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Licensee agrees that PENTAMATION'S liability hereunder for damages for failure to replace or correct a defective program regardless of the form of action, shall not exceed the charges paid by the Licensee for that program.
- No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that, an action for non-payment may be brought within one year after the date of the last payment.
- D. In no event will PENTAMATION be liable for indirect or consequential damages even if PENTAMATION has been advised of the possibility of such damages.

4. Payment Terms

- A. The Licensee agrees to pay PENTAMATION the license fee charges as set forth in Appendix 1 upon delivery and installation of software.
- B. Invoices not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month beginning thirty (30) days from invoice date.
- C. Installation, training and technical service invoices shall be submitted by PENTAMATION as incurred, shall be paid within thirty (30) days of the invoice date and shall bear interest thereafter as provided above.
- D. All taxes, except taxes based on the net income of PENTAMATION resulting from the licensing or use of the Licensed Systems by the Licensee, including, but not limited to, property, sales, or use taxes, shall be the sole responsibility of the Licensee, and, where applicable, shall be added to PENTAMATION'S invoice.

5. Licensee Responsibility

- A. The Licensee shall be exclusively responsible for the supervision, management, operation, and control of its use of the Licensed Systems, including, but not limited to: (1) assuring proper machine configuration, program installation, audit controls and operating methods; (2) establishing adequate backup plans based on alternate procedures in the event Licensed Systems malfunction; (3) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction; (4) informed use of output insofar as technical expertise or professional judgement is required; and (5) maintenance and distribution of system passwords.
- B. Licensee will provide at its expense the computer hardware system necessary for its use and operation of the Licensed Systems, operating system software, hardware and operating system software maintenance, diagnostic modem of PENTAMATION'S specifications, dedicated telephone line for diagnostic modem, second telephone line near the CPU, sufficient backup media, printer, paper, ribbons and adequate work space for all personnel. All of the foregoing shall be in place prior to installation of the Licensed Systems.
- C. The Licensee will appoint an individual to serve as a central liaison with PENTAMATION. Licensee will appoint an individual to have the responsibilities of System Administrator as included in Appendix 3. Licensee is also obligated to provide personnel having sufficient skills and experience to operate and manage the programs licensed hereunder.
- D. Licensee shall have taken the necessary steps to execute a hardware and operating system maintenance contract prior to the initial installation visit. A current and valid contract must be maintained as long as the Licensee and PENTAMATION have an Application Software Maintenance and Support Agreement in effect.
- E. Licensee will contract for maintenance on the Informix software products for the period of time during which the Licensee and PENTAMATION have an Application Software Maintenance and Support Agreement in effect.
- F. Licensee will be responsible for the costs of travel, lodging, and related expenses for training and support provided by PENTAMATION at Licensee's location.

6. General Terms and Conditions

- A. This Agreement and the use of the Licensed Systems may not be assigned, sub-licensed or otherwise transferred by the Licensee to any other person or entity without the prior written consent of PENTAMATION, and any assignment, sublicense or transfer shall, in the absence of such consent, automatically and immediately terminate the License. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- B. The term "this Agreement" as used herein includes all Appendices and Addenda, and any future written amendments, modifications, or supplements in accordance herewith.
- C. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
- D. Licensee and PENTAMATION mutually agree not to engage in any recruiting efforts with the other party's personnel without receiving written consent from the individual employee's management.
- E. The Licensee will designate an officer or employee as its agent to receive all written notices issued by PENTAMATION under this Agreement. PENTAMATION will designate an officer or employee as its agent to receive all written notices issued by the Licensee under this Agreement.
- F. Any changes in the scope of work covered by this Agreement, including requests by Licensee for changes, modifications, or additions to the Licensed Software shall be covered by a separate agreement or purchase order mutually agreed to by the parties.

G. The Licensee acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

H. This Agreement will be interpreted and construed in accordance with Pennsylvania law.

7. Term

This Agreement is effective from the date on which it is executed by the Licensee and shall remain in force until terminated by the Licensee upon thirty (30) days' prior written notice, or by PENTAMATION if the Licensee fails to comply with any of the terms and conditions in this Agreement.

8. Appendices

The following attachments attached to this Agreement are incorporated herein:

- Appendix 1 - Licensed Systems
- Appendix 2 - Implementation Services
- Appendix 3 - System Administrator

Agreement is made this 12 day of May 1995

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be signed by its duly authorized officers.

For HINSDALE TOWNSHIP SCHOOL DISTRICT 86

For PENTAMATION ENTERPRISES, INC.

Executed by:



Authorized Signature



Authorized Signature

Roger K. Miller, Superintendent

Name/Title

Donald V. Appleton, Vice President

Name/Title

5/12/95
Date

4/19/95
Date

APPENDIX 1
LICENSED SYSTEMS

A. OPEN SERIES Applications	License Fees
Registration	\$ 7,000.
Discipline	2,750.
Scheduling	6,000.
Interim Progress Reporting	2,750.
Report Cards	4,500.
Student Transcripts	6,500.
Daily Attendance	4,500.
Class Attendance	6,000.
Longitudinal Testing Database	5,500.
Student Inquiry Snapshot	4,000.
Locker Assignments*	*2,750.
Medical Records	<u>2,750.</u>

Subtotal A \$ 55,000.

B. Informix & Intelligent Query

Compaq ProLiant Dual Pentium ("Class E")	
Informix (SE) Full Development 17 User	\$ 5,843.
Informix (SE) Run Time Only 33 User	5,289.
Informix 4GL Compiler Full Development 17 User	6,908.
Informix 4GL Run Time Only 33 User	4,162.
Informix SQL Full Development 17 User	4,250.
Informix 4GL RDS Full Development 17 User	6,908.
Informix 4GL Interactive Debugger Full Development 17 User	1,593.
Intelligent Query Report Writer	<u>4,375.</u>

Subtotal B \$ 39,328.

Grand Total \$ 94,328.

*Payment for this module is due July 1, 1996.

APPENDIX 2

APPLICATION SOFTWARE IMPLEMENTATION SERVICES

OPEN SERIES Applications	Training Days	Cost
Student Software Implementation Planning	1.0	\$ 750.
Registration	4.0	3,000.
Discipline	1.5	1,125.
Scheduling	4.5	3,375.
Interim Progress Reporting	2.0	1,500.
Report Cards	3.0	2,250.
Student Transcripts	2.5	1,875.
Daily Attendance	4.0	3,000.
Class Attendance	4.0	3,000.
Longitudinal Testing Database	1.5	1,125.
Student Inquiry Snapshot	0.5	375.
Locker Assignment	1.0	750.
Medical Records	1.5	1,125.
Student Software Installation & Delivery	<u>N/A</u>	<u>6,250.</u>
Total	31.0	\$ 29,500.

NOTE: Training day counts are based on a maximum class size of 16 individuals (eight terminals with two individuals per terminal). Training fees do not include the cost of the trainer's travel and living expenses. These are billable at cost.

APPENDIX 2

Installation-related technical assistance services include the following:

- Implementation of the following standard forms:
(If a custom form is needed, it can be provided as an additional extra cost service.)

Attendance System:

- Class Attendance Scan Sheet
- Daily Attendance Scan Sheet

Scheduling System:

- Scheduling Course Request Scan Sheet
- Student Schedule

Report Cards System:

- Grade Reporting Scan Sheet
- Report Card
- Permanent Record Label

Student Transcripts System:

- Transcript

- Technical services necessary for the implementation of the standard application software product. These services include data element screen modifications for the Student Registration and/or Employee Personnel database.

APPENDIX 2

DATA FILE CONVERSION

Our approach to file conversion is that it be performed with a combination of Pentamation provided programming services and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. The cost for our programming conversion services is based on a rate of \$600 per day. All work will be performed at Pentamation facilities and requires submission of application files in ASCII format, including record layouts on a compatible tape media.

STUDENT APPLICATIONS

APPLICATION/FILES	FILE BUILD METHOD	CONVERSION COST
Registration		
Registration File	Conversion Program	\$2,400
Entry Withdrawal File	None Required	N/A
Scheduling		
Course File	Data Entry Recommended	N/A
Teacher File	Data Entry Recommended	N/A
Master Schedule	Data Entry Recommended	N/A
Student Request File	Conversion Program	\$1,200
Student Schedule File	Conversion Program	\$1,800
Report Cards		
Report Card Course File	Build from Student Scheduling at Start of School Year	N/A
Class Rank File	Conversion Program	\$1,200
Attendance		
All Files	Data Entered as Part of the Normal School Year Start-Up	N/A
Transcripts		
	Conversion Program or Key Entry of Prior Year's Data Requirements and Exact Cost to be determined on a Per Case Basis	\$3,000

NOTE: All estimated costs for conversion programs are based on receiving one file format via 9-track tape or diskette for converting the file indicated above. An additional charge may apply if the conversion requires multiple input files or if a file conversion is desired for files other than those indicated.

APPENDIX 3

SYSTEM ADMINISTRATOR JOB RESPONSIBILITIES

Effective *System Administration* is the key to a successful installation and smooth on-going system operation. *System Administration* personnel will be the focal point for communications between your school district and Pentamation, and will handle the daily operation of the system.

System Administration personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture and configurations; recognizing such pieces of hardware as CPU, memory, peripherals, scanners, etc.
- Understands general computer concepts such as relational database, operating systems, application software, word processing, and fourth generation languages.
- Excellent verbal and written communication skills with school users, administrators, programmers, and system maintenance personnel.
- Understands the importance of data integrity and security (file backups and password control).
- Understands what your school district requires from each OPEN SERIES application.

System Administration responsibilities include, but are not limited to, the following:

- Sole responsibility for communications with Pentamation support personnel.
- Adds new users to the system and maintains security profiles.
- Completes backup and recovery procedures.
- Completes off-site backup procedures.
- Provides first level support to end users.
- Upgrades system software in conjunction with Pentamation and the computer hardware manufacturer.
- Ensures data and equipment security.
- Diagnose and resolve minor hardware problems.
- Manages workload effectively.
- Trains new staff on software packages.
- Trains WordPerfect to school personnel.
- Maintains documentation.

PENTAMATION ENTERPRISES, INC.
AGREEMENT FOR BASIC APPLICATION SOFTWARE MAINTENANCE AND SUPPORT

Name and Address of Licensee: Hinsdale Township High School District 86
55th and Grant Street
Hinsdale, Illinois 60521
(708) 655-6100
Dr. Jim Polzin, Assistant Superintendent

Licensor: Pentamation Enterprises, Inc.
225 Marketplace
Bethlehem, PA 18018
Telephone: (610) 691-3616

Payment of the itemized annual fee shall entitle Licensee to specified application software maintenance support services, on the following terms and conditions, and is subject to renewal each year. Services will be provided by PENTAMATION Enterprises, Inc. (PENTAMATION). PENTAMATION may terminate this Agreement for cause if the Licensee fails to comply with any of the terms and conditions of this Agreement or with any of the terms and conditions of the License Agreement for any of its software products. PENTAMATION reserves the right to withhold services pending full payment of fees.

1. Application Software Maintenance and Support

A. PENTAMATION Application Software Maintenance and Support will be provided to Licensee when the Licensee begins processing data using the Application.

PENTAMATION Application Software Maintenance and Support will be provided by PENTAMATION to Licensee for the charges as shown in Appendix 1. The fee for this service varies by PENTAMATION Application, and each Application has a maximum number of support hours provided per year for the contracted fee as shown in Appendix 2. Should the total number of Support hours be exceeded in any one year, additional Support Service may be provided at PENTAMATION'S then current hourly rates.

The period for the rendering of these services shall be annual and shall be automatically renewed for an additional year unless either party gives at least sixty (60) days prior written notice to the other that such maintenance and support services are not to be renewed.

B. For the purposes of this Agreement, the term "Application Software Maintenance and Support" for PENTAMATION Application Software means that PENTAMATION will:

1. Provide standard product enhancements when and as the same are developed by PENTAMATION; PENTAMATION shall distribute to Licensee one copy of such product enhancements or corrected programs as soon as it is available. Licensee shall be responsible for incorporating such enhancements in each copy of the applicable PENTAMATION Software licensed by Licensee.
2. Provide programming modifications mandated by changes to existing federal and state regulations in effect as of the date of the original Software License Agreement, for all reports and associated processing that can be provided within the intended capabilities of the product for the Payroll retirement and tax functions, state financial reporting, and state attendance reporting, if applicable. Reports will be provided that use data supported within the applications software, and they will provide all necessary data and totals required to complete government-mandated forms. If required, programs to transfer data to tape media will be provided.
3. Provide assistance to Licensee in the use of the PENTAMATION Application Software via telephone inquiries to PENTAMATION'S designated software support offices up to the maximum number of hours per application as listed in Appendix 2. Telephone support services are available weekdays, excluding holidays, during normal business hours.
4. Investigate errors in the intended capabilities of PENTAMATION Application Software upon receipt of notification from Licensee and provide Licensee with an alternate procedure or programming modifications to correct errors. PENTAMATION shall distribute to Licensee one copy of such product enhancements or corrected programs as soon as it is available. Licensee shall be responsible for incorporating such enhancements in each copy of the applicable PENTAMATION Software licensed by Licensee.

All of the above services will be provided by telephone communication contact between PENTAMATION and Licensee. Licensee will be responsible for all data line telephone charges involved in providing Application Software Maintenance and Support, and PENTAMATION will invoice Licensee at cost.

2. Payment Terms

A. The Licensee agrees to pay PENTAMATION the charges as set forth in Appendix 1. All charges are payable by Licensee as a net amount due in 30 days from the date of invoice. All payments made by Licensee after 30 days from date of invoice will be subject to a late payment fee of 1.5% monthly until the date paid.

3. Licensee Responsibilities

- A. The Licensee will have an assigned individual to serve as liaison between PENTAMATION and Licensee. Licensee acknowledges its obligation to provide personnel having sufficient skills and experience to operate and manage the equipment and/or programs being provided to obtain the desired results.
- B. The Licensee will be responsible to provide a dedicated dial-up line with a modem of PENTAMATION specifications (AT&T Paradyne Comsphere model 3810) on the Licensee's computer equipment and a "superuser" system log-in account for PENTAMATION'S use in support of this Agreement.
- C. The Licensee will be responsible to provide a QIC, 4mm DAT, or 9-track tape drive which will be used to install new software releases, updates, enhancements, etc.
- D. Licensee will be responsible for the costs of travel, lodging, and related expenses for training and support provided by PENTAMATION to personnel at Licensee's location.
- E.** Licensee shall have taken the necessary steps to execute a hardware and operation system maintenance contract prior to the initial software installation visit. A current and valid hardware and operation system maintenance contract must be maintained as long as the Licensee and PENTAMATION have an Application Software Maintenance and Support Agreement in effect.
- F. Licensee will contract for maintenance on the Informix software products for the period of time during which the Licensee and PENTAMATION have an Application Software Maintenance and Support Agreement in effect.

- G. The Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Licensed Systems, including, but not limited to: (1) assuring proper machine configuration, program installation, audit controls and operating methods; (2) establishing adequate backup plans based on alternate procedures in the event of computer system malfunction; (3) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction; (4) informed use of output insofar as technical expertise or professional judgement is required; and (5) maintenance and distribution of system passwords.

4. **General Terms and Conditions**

- A. Licensee agrees that if PENTAMATION makes non-standard application software changes and/or screen changes requested by the Licensee to meet the unique needs of the Licensee or if the Licensee has application software changes or screen changes made by non-PENTAMATION employees, this may affect the ability of PENTAMATION to perform future responsibilities to Licensee for Application Software Maintenance and Support. Licensee further agrees that these non-standard changes may require PENTAMATION services not covered by this Agreement that will be billable to the Licensee.
- B. At the direction of the Licensee, PENTAMATION may assume responsibility for resolving disagreements among hardware, operating system, and application software support personnel regarding the origin or solution of system problems. In this case, PENTAMATION will either correct the reported problem or will provide evidence that the problem is not related to PENTAMATION Application Software and direct the Licensee to the appropriate party for resolution. If it is determined that the reported problem is not related to PENTAMATION Application Software, the Licensee may be charged for consulting services at PENTAMATION'S standard rate, plus expenses. Consulting services required to repair data necessitated by hardware problems, operating system software problems, acts of God, or improper use of the system(s) (as defined in the user's manuals and Pentamation update bulletins) are not included as part of this agreement. If it is determined that the reported problem is not related to PENTAMATION Application Software, the Licensee may be charged for consulting services at PENTAMATION'S standard rate, plus expenses.
- C. PENTAMATION will, at its option, furnish Licensee with applicable PENTAMATION Standard User Documentation in machine-readable form or via one printed copy.
- D. Neither PENTAMATION nor Licensee will assign this Agreement or any right hereunder to any person, firm, or entity without the written consent of the other; such consent will not be unreasonably withheld.
- E. Neither party will be liable to the other for any indirect, special, incidental, or consequential damages. In no event will PENTAMATION be liable to Licensee for any breach of this Agreement for any amount in excess of the aggregate amount paid by Licensee under this Agreement for the one-year period preceding such breach.
- F. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control, such as strikes, fire or other casualty, communication line failures, electrical power failures, or irregularities, and the like.
- G. This agreement will be governed by the laws of the state of Pennsylvania.
- H. Licensee and PENTAMATION mutually agree not to engage in any recruiting efforts with the other party's personnel without receiving written consent from the individual employee's management.

5. **Appendices**

The following appendices attached to this Agreement are incorporated herein:

- Appendix 1 - Maintenance and Support Fees
- Appendix 2 - Maximum Support Hours by Application
- Appendix 3 - Custom Programming Services


This Agreement and Appendices contain all of the agreements and understandings of the parties concerning the subject matter hereof, and there are no other promises, agreements, guarantees, or warranties, oral or written. All modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be signed by its duly authorized officers.


FOR: HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86

FOR PENTAMATION ENTERPRISES, INC:

Executed By:



 Authorized Signature



 Authorized Signature

 Name/Title

Donald V. Appleton, Vice President

 Name/Title

5/12/95

 Date

4/19/95

 Date

APPENDIX 1

MAINTENANCE AND SUPPORT FEES

Systems Covered and Fees

Payment of the fee shall entitle the Licensee to the specified services for the following systems.

	Annual Maintenance
A. OPEN SERIES Applications	
Registration	\$ 1,550.
Discipline	900.
Scheduling	1,150.
Interim Progress Reporting	750.
Report Cards	1,150.
Student Transcripts	1,275.
Daily Attendance	1,150.
Class Attendance	1,150.
Longitudinal Testing Database <i>No</i>	1,150.
Student Inquiry Snapshot	900.
Locker Assignment	650.
Medical Records <i>No</i>	<u>900.</u>
Subtotal A	\$ 12,675.
B. Informix & Intelligent Query	
Compaq ProLiant Dual Pentium ("Class E")	
Informix (SE) Full Development 17 User	\$ 1,320.
Informix (SE) Run Time Only 33 User	792.
Informix 4GL Compiler Full Development 17 User	1,551.
Informix 4GL Run Time Only 33 User	627.
Informix 4GL RDS Full Development 17 User	1,551.
Informix 4GL Interactive Debugger Full Development 17 User	363.
Informix SQL Full Development 17 User	957.
Intelligent Query Report Writer	<u>656.</u>
Subtotal B	\$ 7,817.
Grand Total	\$ 20,492.

APPENDIX 2

OPEN SERIES MAXIMUM SUPPORT HOURS PER CONTRACT YEAR

STUDENT APPLICATIONS

● Registration	24
● Discipline	10
● Scheduling	16
● Interim Progress Reporting	10
● Report Cards	20
● Student Transcripts	12
● Daily Attendance	12
● Class Attendance	16
● Longitudinal Testing Database	10
● Medical Records	10

APPENDIX 3

CUSTOM PROGRAMMING SERVICES

1. General Terms and Conditions

- A. Pentamation offers custom programming as an optional service to the Licensee. When the Licensee requests the service, Pentamation will provide written specifications and a fixed cost estimate for the work to be performed. The Licensee is granted a non-exclusive, non-transferrable perpetual license to the customized software and source program code.

An annual maintenance and support service for custom software is provided for a fee of 15% of the standard charge for programming the custom software. This maintenance and support service provides on-going telephone support, bug fixes, and upward migration to new releases for the custom software.

Pentamation retains ownership of all custom-developed software and may, at its discretion, include the software in future releases of standard products.

2. Pentamation Responsibilities

- A. Pentamation will provide a written cost estimate for the work to be performed subject to a 10% variance. This estimate will be based on mutually agreed to specifications.
- B. Pentamation will install the software via modem, or magnetic tape with hard copy instructions provided for Licensee installation.
- C. Pentamation will provide telephone instruction in the use and features of the custom-developed software.
- D. Pentamation will provide standard programmer documentation.
- E. Pentamation will test all modifications for anticipated conditions using test data or data provided by the Licensee.
- F. Pentamation will provide source code for all custom developed programs.
- G. Pentamation will warrant software to perform as documented in the written specifications.
- H. Pentamation will provide phone and technical support as well as any additional programming to implement the custom developed software in a new release of a standard application software product.

3. Licensee Responsibilities

- A. Licensee will review Pentamation provided specification documents for errors and omissions. After programming has started, project changes due to policy change, or incomplete, or erroneous specifications may increase the cost of the project.
- B. Licensee will test all custom-developed software after installation on the Licensee's hardware before running in a "live" production environment.
- C. Licensee will reimburse Pentamation for all travel and living expenses if a site visit is required.
- D. Licensee will retain a copy of the modified source code on the Licensee's machine in the event future modifications are required.

APPENDIX 2

APPLICATION SOFTWARE IMPLEMENTATION SERVICES

OPEN SERIES Applications	Training Days	Cost
Student Software Implementation Planning	1.0	\$ 750.
Registration	4.0	3,000.
Discipline	1.5	1,125.
Scheduling	4.5	3,375.
Interim Progress Reporting	2.0	1,500.
Report Cards	3.0	2,250.
Student Transcripts	2.5	1,875.
Daily Attendance	4.0	3,000.
Class Attendance	4.0	3,000.
Longitudinal Testing Database	1.5	1,125.
Medical Records	1.5	1,125.
Student Software Installation & Delivery	<u>N/A</u>	<u>6,250.</u>
<i>Total</i>	29.5	\$ 28,375.

NOTE: Training day counts are based on a maximum class size of 16 individuals (eight terminals with two individuals per terminal). Training fees do not include the cost of the trainer's travel and living expenses. These are billable at cost.

SUNGARD PENTAMATION INC.

**SOFTWARE LICENSE AGREEMENT AND AGREEMENT FOR BASIC SOFTWARE
MAINTENANCE AND SUPPORT
ADDENDUM**

Name and Address of Client:

Hinsdale Township High School District 86
55th & Grant Streets
Hinsdale, IL 60521
Telephone: (630) 655-6100
Fax: (630) 325-9153
Attn: Tim Hohman

Licensor:

SunGard Pentamation Inc.
225 Marketplace
Bethlehem, PA 18018
Telephone: (610) 691-3516
Fax: (610) 861-9323

I. SunGard Pentamation and Client agree to amend their existing license agreements dated May 12, 1995 to add the following as attached hereto and *pari of this Agreement*.

Products and Services

Cognos Impromptu Graphical Report Writer with Student Catalogs

All terms and conditions of the existing agreement shall remain in effect (with the exception of prices and payment terms indicated herein). Payment terms are as follows: **25% to be** invoiced upon receipt of purchase order. **75% due upon** delivery of software. Pentamation may refer services under this addendum to Pentasun Professional Services LLC. Pentasun contractors will adhere to the terms of this contract and to the same policies and standards as SunGard Pentamation staff. Pentasun contractors will contact the Client only after a referral from SunGard Pentamation management. If services are provided by a Pentasun consultant, Client organization will be invoiced for those services and any associated reimbursable expenses directly by Pentasun.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

Hinsdale Township HS District, IL

SUNGARD PENTAMATION INC

By: _____

(Authorized Signature)

Director of Technology
(Title)

3/20/02

(Date)

By: _____

Donald V. Apolton

President and Chief Operating Officer
(Title)

February 8, 2002

(Date)



**HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT 86
PURCHASE ORDER**

Sungard Pentamation Inc.
225 Marketplace
Bethlehem, PA 18018

610-954-8378

From: Tim Hohman
Deliver to:
Administrative Center
55th and Grant Streets
Hinsdale, IL 60521
(630) 655-6100 Fax: (630) 325-9153

PURCHASE ORDER# 022194
ACCOUNT NUMBER 10-2660-540-5-750

SEND ALL INVOICES TO:
BOARD OF EDUCATION, DIST. NO 86
55th & Grant Streets
Hinsdale, IL 60521
TAX EXEMPT NO. [REDACTED]

School District 86 is a Local Governmental Agency of the State of Illinois. Public Schools not subject to federal or retail tax.
Term Net 30

Qty.	Part #	DESCRIPTION	UNIT	TOTAL
1		Cognos Report Writer (14) With IWR 15 Named Users	\$14,383.80	\$14,383.80
1		Installation	\$750.00	\$750.00

[REDACTED]

Subtotal	\$15,133.80
Shipping	
TOTAL	\$15,133.80

SunGard Pentamation Inc.
225 Marketplace
Bethlehem, PA 18018

(610) 691-3616 Tel
(610) 861-9323 Fax

FAX: 630-887-1362
TO: **Jenny Rooker: Hinsdale School District**
FROM: Mike Lovejoy, SunGard Pentamation Inc.
DATE: January 3,2002
SUBJECT: Pricing

*** 10% discount on license fee if purchased by 1/31/02**

Description	License Fees	Year 1 Maintenance	Training Days	Training cost	Installation Support cost	TOTAL
Cognos Report Writer ⁽¹⁴⁾ With IWR 15 Named Users	\$15,982	\$3,196	4.0	\$4,800	\$750	\$24,728
OR						
Pentamation Cognos Catalogs (Student & Financial)	\$9,250	\$2,313			\$500	\$11,563
<i>Additional Cognos Items</i>						
Power Play Transformation Server	\$3,995	\$998.75		By Cognos		\$4,994

Footnotes:

14

Includes (15) named users as selected, in the aggregate of PowerPlay User, Impromptu User, PowerPlay Enterprise Server and/or Cognos Query Server, one copy of Impromptu Administrator and ImpromptuWeb Reports Server for unlimited users. PowerPlay Enterprise Server and Cognos Query Server may only be installed on a single Microsoft NT Server. Impromptu requires a NT or Novell Server. Recommended minimum for the desktop is 96mb of memory and 100 MHz.

A "named user" means an individual who is authorized by the customer to use the software irrespective of whether that individual is logged on to the customer's Intranet. There is no obligation to identify a "named user" by name. "Impromptu Runtime" means a contractually limited user version of Impromptu user with fixed, frozen catalogs which permits a user to view and print predefined reports but does not permit a user to alter existing reports or create new reports. Impromptu requires a NT or Novell server. Recommended minimum for the desktop is 96mb of memory and 100 MHz.

Cognos software is licensed by Pentamation to the customer for use only with Pentamation applications and/or applications developed by the customer which utilize Pentamation application data.

Telephone support for Cognos products is provided to the customer by Pentamation. License and/or maintenance agreements do not entitle the customer to access any Cognos technical support facility directly via either telephone or other means of communication.

Pentamation will provide phone assistance during installation by customer. If customer requests Pentamation to install Cognos the cost will be \$2,000 plus travel related expenses.

Additional Notes:

The training fee for the above applications is \$1,200 per day plus travel related expenses. Some training sessions may be accomplished via the internet thereby reducing travel and living expenses.

Training days are based upon an eight hour day, which includes setup time.

Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with the trainer for the standard training rate of \$150/hour.

Any training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate.

Training day counts are based on a maximum class size of 16 individuals (eight desktops with two individuals per desktop).

SUNGARD PENTAMATION INC.

ADDENDUM

Name and Address, of Client:

Hinsdale Township High School District #86
55th and Grant Streets, Administration Building
Hinsdale, IL 60521
Contact :Tim Hohman
Telephone: (630) 655-6100

SunGard Pentamation Inc
225 Marketplace
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 861-9323

SunGard Pentamation and Client agree to amend their existing agreement **dated May 12, 1995** , to add the following as attached hereto and part of this Agreement.

Products and Services:

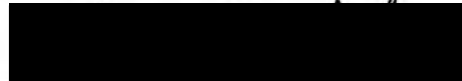
Cognos Applications - License, Maintenance, and Recommended Training
Software Application Installation and Setup

All terms and conditions of the existing agreement shall remain in effect (with the exception of prices and payment terms indicated herein). Payment terms are as follows: 25% will be due upon execution of agreement. 75% due upon delivery of software. Pentamation may refer services under this addendum to Pentasun Professional Services LLC. Pentasun contractors will adhere to the terms of this contract and to the same policies and standards as SunGard Pentamation staff. Pentasun contractors will contact the client only after a referral from SunGard Pentamation management, If services are provided by a Pentasun consultant, Client organization will be invoiced for those services and any associated reimbursable expenses directly by Pentasun.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

Hinsdale Township High School District #86

SUNGARD PENTAMATION INC



(Authorized Signature)

Donald V. Appleton

Title

President and Chief Operating Officer

Title

7/17/02

July 16, 2002

(Date)

(Date)

Hinsdale Township High School District #86

Investment Summary Page

Pricing Summary

Cognos Report Writer - Individual Copies	\$11,995
Cognos Report Writer Training	N/A
Software Application Installation and Setup	1,500
Total	\$13,495 *

*** Travel and living expenses are not included in this total and will be invoiced at actual cost

Annual Support Summary

Cognos Report Writer - Individual Copies	\$2,999
Total:	\$2,999

Detailed Investment Pages Follow

DETAILED INVESTMENT PAGES

Cognos Report Writer - Individual	# of Users	License Fee	Annual Maint
Cognos Decision Stream Run Time	N/A	8,000	2,000
PowerPlay Transformer Server (Windows)	N/A	3,995	999
Total		\$11,995	\$2,999

Cognos Training	Days	Cost Per Day	Cost
Decision Stream ⁽¹⁾			N/A
PowerPlay Transformer Server ⁽²⁾			N/A
Total:			N/A

Footnotes:

¹ Consultive services are billed at \$1,500/day plus travel and expenses. We are estimating that a week plus of consultive days will be necessary to help evaluate your data analysis needs and build the data mart to then populate the cubes of data.

² * Training for PowerPlay Transformer training are taught directly by Cognos.

Additional Notes:

The training fee for the above applications is \$1,200 per day plus travel related expenses. Some training sessions may be accomplished via the internet thereby reducing travel and living expenses.

Training days are based upon an eight hour day, which includes setup time.

Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with the trainer for the standard training rate of \$150/hour.

Training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate.

Training day counts are based on a maximum class size of 16 individuals (eight desktops with two individuals per desktop).

PRICING TERMS AND CONDITIONS

Sales taxes are not included in the quoted prices. All applicable sales taxes will be included on invoices.

Installation, training and consulting prices quoted within this proposal do not include the cost of travel and living expenses for SunGard Pentamation personnel. These are billable at our cost.

In the event that Pentamation will be required to furnish a Performance Bond, this is optionally available for the additional fee of 4.5% of the total bond amount per year. Excluded are any products which are not purchased directly through Pentamation.

Pentamation provides custom programming for a fee of \$150/hour.

Additional Prerequisites:

Implementation within the Pentamation operating environment requires the availability of an ANSI compatible "C" compiler.

A CD, 4mm DAT or DLT drive is a necessary component of the computer hardware configuration to facilitate the distribution of the application software.

The computer hardware configuration needs to include reliable access to the system via the Internet, a dedicated dial-up phone telephone line with a diagnostic modem of Pentamation's specifications and a "superuser" system log-in account with privileges for Pentamation's use in providing support for the application software system.

TO: Tim Hohman: Hinsdale Township High School District 86
FROM: Mike Lovejoy, SunGard Pentamation Inc.
DATE: July 17, 2002
SUBJECT: Pricing

**** All terms and conditions from contract apply (with the exception of prices and payment terms indicated herein). Payment terms are as follows: 25% to be invoiced upon receipt of purchase order. 75% due upon delivery of software. ****

Description	License Fees	Year 1 Maintenance	Hours of Consulting Services	TOTAL
Cognos Decision Stream Run Time License	\$8,000	\$2,000		\$10,000
OR				
Cognos Decision Stream Development License	\$26,000	\$6,500		\$32,500
PowerPlay Transformation Server	\$3,995	\$999		\$4,994
Administrative Intelligence.	(100% due upon contract/addendum signing)		40	\$7,500

Footnotes:

- Development of a minimum of one Data Mart and one multidimensional cube, PowerPlay Decision Stream and Transformation Server installation, and PowerPlay orientation.
- Anticipated consulting services will be between 40 and 80 hours depending upon source(s) of data project complexity. The above represents a minimum of 40 hours. Any consulting or consulting support required beyond the hours indicated above will be performed at the then standard per hourly consultative rate.
- Minimum Cognos products required include a Cognos Bundle, available PowerPlay users, PowerPlay Transformation Server and Decision Stream Run Time.
- If desired, advanced PowerPlay training is available.
- Travel related expenses are additional

SUNGARD PENTAMATION INC.

ADDENDUM

Name and Address of Client:
Hinsdale Township HSD #86
Admin. Building, 55th and Grant Streets
Hinsdale, IL 60521
Contact: Mr. Tim Hohman
Telephone: (630) 655-6100
Fax: (630) 325 9153

Licenser:
SunGard Pentamation Inc
3 West Broad Street, Suite 1
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 861-9323

1. SunGard Pentamation and Client agree to amend their existing agreement, dated **May 12, 1995**, to add the following as attached hereto and part of this Agreement.

Products and Services:

Appendix 1 - Licensed Software, Training and Support

Appendix 2 - Implementation Services

Appendix 3 - Hardware Equipment/Services

All terms and conditions of the existing agreement shall remain in effect (with the exception of prices and payment terms indicated herein). Payment terms are as follows: 25% will be due upon execution of agreement. 75% due upon delivery of software. Pentamation Application Software Maintenance and Support will be provided to Client beginning with the date of software delivery. Maintenance and support billing will begin upon software delivery. The initial Maintenance and Support term shall be for a period of one year commencing upon execution of this Agreement. Pentamation may refer services under this addendum to Pentasun Professional Services LLC. Pentasun contractors will adhere to the terms of this contract and to the same policies and standards as SunGard Pentamation staff. Pentasun contractors will contact the Client only after a referral from SunGard Pentamation management. If services are provided by a Pentasun consultant, Client organization will be invoiced for those services and any associated reimbursable expenses directly by Pentasun.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

Hinsdale Township HSD # 86



(Authorized Signature)

Title

9/12/2003

(Date)

SUNGARD PENTAMATION INC



Brönne J. Bruzgo
Vice President Sales and Marketing
Title

September 9, 2003

(Date)

Hindsdale Township HSD #86

Investment Summary

September 9, 2003

Pricing Summary	
	Total
Appendix 1 - Licensed Software, Training and Support	
Database/Program Software *	\$10,128
Appendix 2 - Implementation Services	N/A
Appendix 3 - Hardware Equipment/Services	
Software Application Installation and Setup	500
Total ***	\$10,628

*Includes first year maintenance and support

*** Travel and living expenses are not included in this total and will be invoiced at actual cost

Year 2 Support Summary	
	Total
Database/Program Software	\$1,808
Total:	\$1,808

Detailed Pages Follow

APPENDIX 1 - LICENSED SOFTWARE

Database/Program Software	# of Users	License Fees *	Year 2 Maint
Informix Workgroup Server Runtime	16	\$5,568	\$768
Four J's Concurrent User License	16	4,560	1,040
Total:		\$10,128	\$1,808

*Includes first year maintenance and support.

- ¹ Minimum order of five (5) then add Workgroup Serve Runtimes as necessary.
- ² Requires one per installation.
- ³ Required for UNIX environment; customer only needs one user license. For NT it is bundled into the server engine.
- ⁴ Requires one per installation. A single user for the Four J's server compiler meaning that only one user can run the Four J's compiler at a given time. The site is not limited to a "named user". The number of users is determined by concurrent usage of the compiler only; multiple programmers can do program development work.

Macintosh clients require either a virtual PC emulator or a Four-J's client installed under Citrix. Costs are dependent on the number of Macintosh clients required.

APPENDIX 2 - IMPLEMENTATION SERVICES

N/A

APPENDIX 3 - HARDWARE EQUIPMENT/SERVICES

Hardware Equipment/Services	Cost
Application Software Installation and Setup	\$500
Total	\$500

PRICING TERMS AND CONDITIONS

Sales taxes are not included in the quoted prices. All applicable sales taxes will be included on invoices.

Installation, training and consulting prices quoted within this proposal do not include the cost of travel and living expenses for SunGard Pentamation personnel. These are billable at our cost.

In the event that Pentamation will be required to furnish a Performance Bond, this is optionally available for the additional fee of 4.5% of the total bond amount per year. Excluded are any products which are not purchased directly through Pentamation.

Pentamation provides custom programming for a fee of \$150/hour.

Additional Prerequisites:

Implementation within the Pentamation operating environment requires the availability of an ANSI compatible "C" compiler.

A CD, 4mm DAT or DLT drive is a necessary component of the computer hardware configuration to facilitate the distribution of the application software.

The computer hardware configuration needs to include reliable access to the system via the Internet, a dedicated dial-up phone telephone line with a diagnostic modem of Pentamation's specifications and a "superuser" system log-in account with privileges for Pentamation's use in providing support for the application software system.



HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86 PURCHASE ORDER

Sungard Pentamation

225 Marketplace
Bethlehem, PA 18018

610-861-9323 Fax

From: Tim Hohman

Deliver to:

Administrative Center
55th and Grant Streets
Hinsdale, IL 60521

(630) 655-6100 Fax: (630) 325-9153

PURCHASE ORDER# 062163

ACCOUNT NUMBER 10-2660-394-5-750

SEND ALL INVOICES TO:

BOARD OF EDUCATION, DIST. NO 86

55th & Grant Streets

Hinsdale, IL 60521

TAX EXEMPT NO. [REDACTED]

School District 86 is a Local Governmental Agency of the State of Illinois. Public Schools not subject to federal or retail tax.

Term Net 30

Qty.	Part #	DESCRIPTION	UNIT	TOTAL
16		Informix Work Group Licenses	\$300.00	\$4,800.00
16		Four J's Licenses	\$220.00	\$3,520.00
1		Installation	\$500.00	\$500.00
16		Informix Work Group Licenses Maint 9 months	\$48.00	\$576.00
16		Four J's Licenses Maint 9 months	\$65.00	\$780.00
		4gl maint credit		(\$3,500.00)

Subtotal	\$6,676.00
Shipping	
TOTAL	\$6,676.00

[REDACTED SIGNATURE]

SunGard Pentamation Client Profile

DATE SUBMITTED: 9/15/07	SUBMITTED BY: MIKE LOUWIS
CONTRACT <input type="checkbox"/>	ADDENDUM <input checked="" type="checkbox"/>
MIGRATION <input type="checkbox"/>	ASP <input type="checkbox"/>
COMMENTS: Hinsdale adds more 4T's & Informix licenses to previous purchase of 4T's last month... (*) They used a maint credit of \$3500.	
CUSTOMER INFORMATION	
CONTRACT ID#	
Customer Name	Hinsdale Twp HSD 86
Mailing Address	City ST Zip Code
Shipping Address	City ST Zip Code
Billing Address	City ST Zip Code
Administrative Contact	Tim Hohman
Title	Phone Fax # e-mail
Technical Contact	Phone Fax # e-mail
OTHER CONTACTS	Phone Fax # e-mail
Title	Phone Fax # e-mail
Title	Phone Fax # e-mail
Title	Phone Fax # e-mail
Title	Phone Fax # e-mail

FOR INTERNAL USE ONLY

SUNGARD PENTAMATION INC.

ADDENDUM

Name and Address of Client:

Hinsdale Township High School District 86
55th & Grant Streets, Administration Building
Hinsdale, IL 60521
Telephone: (630) 655-6100
Fax: (630) 325-9153
Attn: Tim Hohman, Director of Technology

Licensor:

SunGard Pentamation Inc
3 West Broad Street, Suite 1
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 861-9323

1. SunGard Pentamation and Client agree to amend their existing agreement, dated May 12, 1995, as follows: Client has previously purchased licenses for SunGard Pentamation's OPEN SERIES software. This Agreement Addendum provides Client with a license for those PLUS SERIES software products for which Client has a current maintenance agreement at no additional license charge (Attachment 1). The PLUS SERIES licenses for the applications defined in the attachment become effective on the execution of this Addendum and remain in effect until the end of the existing Agreement term.

The Customer will be responsible to provide reliable access to the CPU(s) via the Internet (Microsoft VPN, CISCO VPN, or Secure Shell (SSH) access to each server), as well as a dedicated dial-up telephone line with a diagnostic modem of SunGard specifications on the Customer's computer equipment and a "superuser" system log-in account with privileges for SunGard's use in support of this Agreement. Internet access is required for SunGard's support resources and will be the primary connectivity medium.

All other terms and conditions of the existing agreement shall remain in effect. Current OPEN SERIES Maintenance and Support services will be provided for the comparable PLUS SERIES software products from the time of installation until the end of the current Maintenance and Support Agreement term.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

**HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT 86**

By: _____

(Authorized Signature)

Director of Technology

(Title)

9/8/04

(Date)

SUNGARD PENTAMATION INC

By: _____

Donald W. Appleton

President and Chief Operating Officer

(Title)

August 31, 2004

(Date)

Attachment 1
Licensed PLUS SERIES Applications

StudentPLUS:

Class Attendance
College Tracking
Daily Attendance
Demographics
Discipline
Interim Progress Reporting
Locker Assignment
Longitudinal Testing Database
Medical Records
Palm Pilot Access
Report Cards
Scheduling
Standard Third Party Interface
Student Center Basic
Teacher Access Center
Transcripts

SunGard Pentamation Client Profile

DATE SUBMITTED: 10/15/07 SUBMITTED BY: Ed Carlow

CONTRACT ADDENDUM MIGRATION ASP

COMMENTS: School plus-implementation for start of school yr

CUSTOMER INFORMATION

CONTRACT ID#

Customer Name Hinsdale High School District 86

Mailing Address 55th & Brent Streets City ST Zip Code

Hinsdale, IL 60521

Shipping Address City ST Zip Code

See

Billing Address City ST Zip Code

See

630-655-6100

Administrative Contact Tim Hohman Phone e-mail

Title Director of Technology Fax # 630-325-9153

Technical Contact See Phone e-mail

Title Fax #

OTHER CONTACTS n/a Phone e-mail

Title Fax #

Phone e-mail

Title Fax #

Phone e-mail

Title Fax #

Phone e-mail

FOR INTERNAL USE ONLY

ORIGINAL

ADDENDUM

Name and Address of Client:

Hinsdale Township High School District #86
55th and Grant Streets
Hinsdale, IL 60521
Telephone: (630) 655-6100
Fax: (630) 325-9153
Attn: Tim Hohman

Licensor:

SunGard Pentamation Inc
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

1. SunGard Pentamation and Client agree to amend their existing Agreement dated May 12, 1995, to add the following as attached hereto and part of this Agreement.

Products and Services

Appendix 1 – Licensed Software, Training and Support

Appendix 2 – Implementation Services

Appendix 3 – Hardware Equipment / Services

Appendix 4 – Maximum Support Hours

Appendix 5 – Payment Schedule

Appendix 6 – Regulatory Software

Appendix 7 – Additional Customer Responsibilities

Appendix 8 – SunGard Pentamation Internet Connectivity Authorization Form

Appendix 9 – OPEN SERIES/StudentPLUS to eSchoolPLUS Migration

2. All terms and conditions of the existing Agreement shall remain in effect with the exception of those following:

2.1 Procurement of Hardware and Other Third Party Items. Customer shall be responsible, at its expense, for procuring and maintaining (through SunGard, if applicable) the computer hardware, systems software and other third party software, data feeds, telecommunications, networks, peripherals and other items and services (collectively referred to as "Third Party Products"). Customer shall contract for (through SunGard, if applicable) and maintain appropriate agreements for the use and maintenance of Third Party Products during the term of this Agreement. If Customer is authorized by SunGard to use the Software in an Internet environment, Customer shall be solely responsible for all aspects of Internet use, including any Third Party Products, and the installation and maintenance of its home page on the Internet. All required Third Party Products must be installed (by SunGard, if applicable) and operational prior to the Scheduled Installation Date stated on Appendix 3.

2.2 Data Security. If the Software or data maintained by the Software is accessible through the Internet or other networked environment, Customer shall maintain, in connection with the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

To the extent that Customer's Affiliates or Customers have access to the Software through the Internet or other networked environment, Customer shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of SunGard in the Software and Documentation, and disclaim any liability or responsibility of SunGard with respect to such end-users.

- 2.3 Customer Operation of Software.** Customer shall be exclusively responsible for the supervision, management, operation and control of its use of the Software, including but not limited to: (1) establishing adequate backup plans in the event of computer or Software malfunction or disaster, (2) implementing sufficient procedures and checkpoints to satisfy Customer's requirements for security and accuracy of input and output data as well as restart and recovery in the event of malfunction or disaster, (3) informed use of output data insofar as technical expertise or professional judgment is required, (4) security, maintenance and distribution of system passwords, and (5) other responsibilities as defined in Appendix 7.
- 2.4** Customer agrees to perform its responsibilities, as set forth in Appendix 7 of this Agreement, related to conversion and verification of data (for example, Transcripts and G.P.A. conversion) from Customer's previous system.
- 2.5 Payment Terms.** Refer to the payment schedule in Appendix 5.
- 2.6 Initial Maintenance and Support Term.** For new applications licensed in this Agreement, the Initial Maintenance and Support Term shall be for a period of one year commencing upon execution of this Agreement. For all upgraded applications, the annual maintenance renewal for those products upgraded (as noted in Appendix 1) will continue with the same renewal period.
- 2.7** SunGard Pentamation will provide programming modifications and support for the regulatory software listed in Appendix 6. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.
- 2.8** Application software maintenance and support services will be provided by Internet or telephone communication contact between SunGard and Customer. Customer will be responsible for all data line telephone charges involved in providing Application Software Maintenance and Support and SunGard will invoice Customer at cost.
- 2.9** Internet access is required for delivery of SunGard's support services and will be the primary connectivity medium for all support activities. The Customer will be responsible to provide reliable access to each server via the Internet utilizing a connectivity method listed on the SunGard Pentamation Internet Connectivity Authorization Form (Appendix 8). At least one dedicated dial-up telephone line with a high speed (56K minimum) modem, capable of connection to each server, is strongly recommended as a backup means of communication in the event of Internet failure. A "superuser" system log-in account with privileges for SunGard's use in support of this Agreement is also required.
- 2.10** The Customer will be responsible to provide a CD drive which may be used to install new software releases, updates, enhancements, etc. A 4mm DAT, DLT, SDLT, or LTO tape drive will be required to facilitate large file transfers for troubleshooting purposes.

2.11 System Requirements. SunGard solutions are designed to function at optimum levels when integrated with dedicated hardware resources. The addition of non-SunGard provided software may adversely affect the performance or functionality of the SunGard provided applications. Accordingly, SunGard will not be responsible for system malfunctions or loss of functionality caused by the addition of non-SunGard provided applications or utility software. Applications that alter the basic architecture of the operating environment, such as VMWare, will not be supported. Corrective measures for malfunctions caused by such additions will be at the option of SunGard and will be billable at SunGard's then-current hourly rate.


The Application Software Maintenance and Support Fees do not cover:

1. Altered, damaged, or modified software;
2. Errors or problems in the software caused by negligence, abuse or misapplication of the software, by hardware malfunctions or by failure to adhere to the software utilization guidelines as specified in the SunGard-supplied User Documentation and/or as provided for during SunGard-supplied training;
3. Software errors arising from bugs, modifications, updates to the operating systems, database(s) or other software not furnished by SunGard; or
4. Software performance issues resulting from changes in the Customer's hardware or operating environment not supplied by or performed by SunGard.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

SUNGARD PENTAMATION INC

**HINSDALE TOWNSHIP
HIGH SCHOOL DISTRICT #86, IL**

By:  _____

By:  _____

Print Name: Donald V. Appleton

Print Name: EDWARD J. HOSTER

Print Title: President & Chief Operating Officer

Print Title: ASST. Supt.

Date Signed: August 29, 2007

Date Signed: 10/10/07

APPENDIX 1 - LICENSED SOFTWARE

eSchoolPLUS Applications	License Fees *	Year 2 Maint	Training Days	Imple. Days	Training Cost
Base System (<i>Upgrade</i>)	\$81,104	\$25,734	18.5	24.0	\$51,000
Demographics					
Dashboard					
Discipline (1)					
Scheduling					
Mark Reporting (1)					
Attendance (1)					
Teacher Access Center					
Medical Records (1)					
Test Score Tracking (2)					
School Interoperability Framework (SIF) Agent (3)					
Home Access Center (4) (<i>New</i>)	6,143	1,418	-	1.0	1,200
Mobile Access Center (5) (<i>Upgrade</i>)	3,049	704	0.5	-	600
Regulatory Software (6) (<i>Upgrade</i>)	7,359	2,284	1.0	0.5	1,800
Implementation Planning	N/A	N/A	-	2.0	3,000
Total:	\$97,655	\$30,140	20.0	27.5	\$57,600

* First year maintenance and support included at no additional cost.

Customer must be current on maintenance for products noted as 'Upgrade' and will receive a credit for any unused prepaid OPEN SERIES / StudentPLUS Maintenance fees for those products.

eSchoolPLUS Footnotes:

- ¹ The Microsoft Word for Windows Version 6.0 or higher word processing package is required in order to use the letter feature of this system. This commercially available product is not included in the pricing, but is available directly through its manufacturer with educational discounts.
- ² SunGard Pentamation can provide assistance writing uploads if necessary.
- ³ Two days are included for remote installation, training and configuration. Additional assistance in the set up of the other non-SunGard Pentamation applications beyond two days can be provided on a time and materials basis. Please see SunGard Pentamation's attached SIF Object Conformance Matrix for currently supported SIF objects.
- ⁴ For security reasons, the District may choose to install the Home Access Center on a separate server. The customer must also subscribe to Verisign for an SSL certificate (approximate cost \$1,000/year).
- ⁵ A list of currently supported PocketPC and Palm devices can be provided upon request.
- ⁶ Please see attachment for Regulatory Software detail.

IEPPLUS Applications	License Fees *	Year 2 Maint	Training Days	Imple. Days	Training Cost
Base System	\$27,595	6,610	6.0	4.0	\$12,000
Demographics					
Evaluations / Tests					
Referrals					
Placement / Services					
Consents					
IEP and Compliance Forms					
Integrated Reporting System					
SIF Agent					
Regulatory Reporting (1)	7,617	2,622	2.0	2.0	4,800
Implementation Day	N/A	N/A	0.0	2.0	3,000
Total:	\$35,212	\$9,232	8.0	8.0	\$19,800

* First year maintenance and support included at no additional cost.

IEPPLUS Footnote:

- ¹ Please see attachment for state regulatory reports and forms

Additional Training Notes:

The training fee for the above applications is \$1,200 per day plus travel related expenses. Some training sessions may be accomplished via the internet thereby reducing travel and living expenses.

Training days are based upon an eight hour day, which includes setup time

Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with the trainer for the standard training rate of \$150/hour.

Any training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate.

Training day counts are based on a maximum class size of 16 individuals (eight desktops with two individuals per desktop).

Any training scheduled more than 12 months after the execution date of this agreement will be at our then standard per diem rate.

The schedule for the above training services will occur as mutually agreed by SunGard and Client and as documented in a training agenda that will be sent to the Client. SunGard's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.

ReportNet - Per Named User Impromptu Upgrade ***	# of Users	License Fee *	Year 2 Maint	Training Days	Training Cost
ReportNet Business Author (1)	2	\$1,013	\$335	**	**
ReportNet Professional Author (2)	2	2,899	739	**	**
Total:		\$3,912	\$1,074		

* First year maintenance and support included at no additional cost.

**See following section for Cognos training days and costs.

*** Upgrade pricing is for existing Impromptu Customers who are current on maintenance. A 'Named User' means an individual who is authorized by Licensee to use the specified Software, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

Customers with modified Impromptu catalogues will require an automated conversion from SunGard Pentamation or they may opt to manually modify the new ReportNet framework models. Conversion costs can be provided upon request.

- ¹ Includes Consumer.
- ² Includes Business Author.

Recipient

User has access via Cognos Connection or by e-mail to: view reports, set personal preference for language, time zones, etc. Recipient can access reports in a Microsoft Windows or Macintosh environment.

Consumer

User has Recipient capabilities plus rights to: run and schedule reports; interact with prompts; out reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and personalized standard reports. Recipient can access reports in a Microsoft Windows or Macintosh environment.

Business Author

User has Consumer capabilities plus Query Studio which provides the ability to do ad hoc querying, create simple reports and charts, define prompting, filtering and calculations, share reports with other Personalized standard reports. Can be used only for reporting against SunGard Pentamation application databases. Can NOT be used to report against a Data Warehouse / Data Mart. Requires Microsoft Internet Explorer.

Professional Author

User has all the Business Author capabilities plus: Report Studio which provides the ability to create sophisticated, multi-page, richly formatted reports and charts with complex prompts and filters. User has the ability to create and distribute personalized reports via report bursting. Can be used only for reporting against SunGard Pentamation application databases. Can NOT be used to report against a Data Warehouse / Data Mart. Requires Microsoft Internet Explorer.

Administrator

User has all the Professional Author rights plus can administer the ReportNet environment in terms of server administration, security administration, report scheduling administration and modeling metadata. One copy is required for each site. Requires Microsoft Internet Explorer.

ReportNet - Anonymous Consumer Upgrade for Current Customer with IWR***	License Fee *	Year 2 Maint	Training Days	Training Cost
eSchoolPLUS (1)	\$7,355	\$2,532	**	**
IEPPLUS (1)	1,981	682	**	**
Total:	\$9,336	\$3,214		

* First year maintenance and support included at no additional cost.

**See following section for Cognos training days and costs.

*** Upgrade pricing is for existing IWR Customers who are current on maintenance.

1 The ReportNet Anonymous Consumer provides unlimited ReportNet recipients/consumers for a particular SunGard Pentamation product suite. A ReportNet recipient has access via Cognos Connection or by e-mail to: view reports; set personal preference for language, time zones, etc. A ReportNet Consumer has Recipient capabilities plus the rights to: run and schedule reports; interact with prompts; out reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and personalized standard reports. One copy of ReportNet Administrator is required for each site; one copy of ReportNet Administrator which includes one copy of ReportNet Professional Author is included with the ReportNet Anonymous Consumer. Consumer can access reports in a Microsoft Windows or Macintosh environment. ReportNet Administrator and Professional Author require Microsoft Internet Explorer and a dedicated native Microsoft Windows server(s).

Cognos software is licensed by Pentamation to the customer for use only with Pentamation applications and/or applications developed by the customer which utilize Pentamation application data.

Telephone support for Cognos products is provided to the customer by Pentamation. License and/or maintenance agreements do not entitle the customer to access any Cognos technical support facility directly via either telephone or other means of communication.

Report Writer Training	Days	Cost Per Day	Cost
eSchoolPLUS Software	2.0	\$1,200	\$2,400
IEPPLUS Software	2.0	1,200	2,400
Anonymous Consumers	2.0	1,200	2,400
Total:			\$7,200

Training quoted is for either Impromptu or ReportNet, but not both.

ASP Backup Services	Monthly Fee	# of Months	Fees	Year 2 Maint
Initial Fee - Multiple Product Lines	<i>Optional</i>	N/A	\$9,600	-
Recurring Fee - Multiple Product Lines	<i>Optional</i>	12	12,000	\$12,000
Total of Optional Items:			\$21,600	\$12,000

Initial fee is charged at startup and covers ASP hardware allocation, cataloging of source code, system setup and configuration, and the initial system test. The annual fee is billed monthly and covers retrieval and storage of data, as well as an annual system test. Declared Incident charges accrue only in the event the customer declares an emergency or other situation where processing needs to occur in the ASP data center, beyond the initial or annual system test.

Declared Incident	Fees	Add'l Printers Per Incident	Daily Charge for Add'l Users
Incident	\$1,200	\$200	\$25
Per Day	600		

APPENDIX 2 - IMPLEMENTATION SERVICES

Implementation Coordination*	Cost
eSchoolPLUS	\$6,500
IEPLUS	\$2,400
Total:	\$8,900

*Pentamation assigns each new client Implementation Coordination Resources for each product area, stationed at Pentamation, to be the customer's focal point of contact during the implementation of our products.

Student Interfaces	# of Interfaces	License Fees*	Year 2 Maint
Interface List:	1.0	\$1,800	\$300
Total:	1.0	\$1,800	\$300

* First year maintenance and support included at no additional cost. Maintenance fees do not cover modifications to the interface required by new releases of the third party software. These modifications are available on a time and materials basis.

Data Conversion Services - eSchoolPLUS Migrations

Application/Files	File Build Method		Conversion Cost
<u>Demographics</u>			
Building List	Conversion Program		\$3,600
Staff Information			
Room Information			
Student Demographics			
Student Entry / Withdrawal			
Calendars			
Standard Validation Tables			
Contacts			
Registration User-Defined Data			
Program Tracked Data			
Plan Areas (OS Geocode Data)**	Conversion Program	<i>Optional</i>	900
Note: Standard Validation Tables, calendars, staff and room data may be converted or keyed into eSchoolPLUS. If not converted, district must provide conversion team with details of any code values that will change in eSchoolPLUS so the data can be mapped correctly.			
<u>Discipline</u>			
Incidents	Conversion Program	<i>Optional</i>	2,400
Offenders, Offences, Actions			
Witnesses			
Victims			
Standard Validation Tables			
Notes			
User-Defined Data			
Note: Standard Validation Tables may be converted or keyed into eSchoolPLUS. If not converted, district must provide conversion team with details of any code values that will change in eSchoolPLUS so the data can be mapped correctly.			
<u>Scheduling</u>			
Course Catalog	Conversion Program		2,400
Master Schedule			
Student Course Requests			
Student Schedules			
Periods			
Time Tables			
Master Schedule Builder			
Course Sequencing Information			
Block Course Information			
Note: GPA and Honor Roll types must be set up in eSchoolPLUS by customer prior to conversion.			

Mark Reporting

Report Cards Course File	Built from Student Scheduling at start of school year.		N/A
Class Rank File **	Conversion Program	<i>Optional</i>	3,600
Standards and Competencies **	Conversion Program	<i>Optional</i>	3,000
Teacher Access Center Gradebook	Conversion Program	<i>Optional</i>	3,600

Transcripts

Master Schedule History	Conversion Program		3,600
Student Course History and Grades (Remove prior year calendars)			

Attendance

GSMS Daily Attendance History File	Conversion Program	<i>Optional</i>	1,800
	Data entered as part of the normal school year start-up		

Test Score Tracking

Tests and Subtest	Conversion Program		2,400
Student Test Scores			
Student Tracking Data			

Medical Records

Immunization	Conversion Program		2,400
Hearing, Vision, Dental, Growth			
Medications Required / Issued			
Office Visits			
Referrals and Follow-Ups			
User-Defined Data			
Standard Validation Tables			

Note: Standard Validation Tables may be converted or keyed into eSchoolPLUS. If not converted, district must provide conversion team with details of any code values that will change in eSchoolPLUS+ so the data can be mapped correctly.

Student Fees

Textbook Catalog	Conversion Program		2,400
Fee Items			
Fee Groups			
Student Billed Items			
Student Payments			
Validation Tables			

Note: Standard Validation Tables may be converted or keyed into eSchoolPLUS. If not converted, district must provide conversion team with details of any code values that will change in eSchoolPLUS+ so the data can be mapped correctly.

Locker Assignment

Lockers	Conversion Program		300
Student Lockers			

Total: **\$17,100**

Total of Optional Items: **\$15,300**

Accurate Transcript conversions are critical to any successful student information system implementation. As such, we have developed a structured methodology which requires a team effort and shared responsibilities between SunGard Pentamation and your District during the conversion process in order to ensure success.

* Required for state reporting

** Not typically required as part of conversion effort. Can be included if desired.

NOTE: Pentamation will pull data from customer's Open/PLUS Series Student Database, perform required transformations, and load the data into the customer's eSchoolPLUS database.

Data Conversion: Our approach to data file conversion is that it be performed with a combination of Pentamation-provided programming resources and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. The cost for our programming conversion services is based on a rate of \$1,200 per day. All work will be performed at Pentamation's facilities and requires submission of data files in flat ASCII format as specified in our third party conversion documentation or the data will be extracted directly from the standard PLUS SERIES database files. All estimated costs for conversion programs are based on receiving the necessary files in the specified format. If converting custom data in PLUS SERIES software the custom fields must be specified for Pentamation conversion staff. An additional charge may apply if the conversion requires additional assistance in mapping the files, or more than one preliminary conversion is required prior to the final conversion due to the poor quality of the supplied ASCII files. Additional travel/living expenses should be budgeted if programmatic data conversion is required.

Data Conversion/Integration and Reporting Services - IEPPLUS Applications

		Unit Cost	Unit	Cost
Student Demographic (Pentamation Client)		2,400	-	2,400
Pentamation Data Integration - # of Custom Rules	<i>Optional</i>	200	10	2,000
Third Party Data Conversion				
District Staff	<i>Optional</i>	\$2,400	-	\$2,400
District Organizations	<i>Optional</i>	2,400	-	2,400
Student Guardians	<i>Optional</i>	2,400	-	2,400
Student Important Dates	<i>Optional</i>	2,400	-	2,400
Student Release/Consents	<i>Optional</i>	2,400	-	2,400
Student Organizations	<i>Optional</i>	2,400	-	2,400
Student Placement	<i>Optional</i>	2,400	-	2,400
Student Services	<i>Optional</i>	2,400	-	2,400
Student Courses	<i>Optional</i>	2,400	-	2,400
Student Tests/Evaluations	<i>Optional</i>	2,400	-	2,400
Student Suspensions	<i>Optional</i>	2,400	-	2,400
Additional Data Conversion Consulting (hrs.)		200	8	1,600
Custom Reporting Services				
Report Analysis (hrs)	<i>Optional</i>	200	10	2,000
Custom Reports (hrs)	<i>Optional</i>	200	10	2,000
Total:				\$4,000
Total of Optional Items:				\$32,400

Data Conversion: Our approach to data file conversion is that it be performed with a combination of Pentamation-provided programming resources and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. The cost for our programming conversion services is based on a rate of \$1,200 per day. All work will be performed at Pentamation's facilities and requires submission of data files in flat ASCII format as specified in our third party conversion documentation or the data will be extracted directly from the standard PLUS SERIES database files. All estimated costs for conversion programs are based on receiving the necessary files in the specified format. If converting custom data in PLUS SERIES software the custom fields must be specified for Pentamation conversion staff. An additional charge may apply if the conversion requires additional assistance in mapping the files, or more than one preliminary conversion is required prior to the final conversion due to the poor quality of the supplied ASCII files. Additional travel/living expenses should be budgeted if programmatic data conversion is required.

eSchoolPLUS System Requirements

Database Server:

OS Platform: Microsoft Windows Server 2003 Standard (For 4 GB RAM)
Microsoft Windows Server 2003 Enterprise (>4 GB RAM)

Databases: Requires SQL Server 2000

Web Server:

OS Platform: Microsoft Windows Server 2003 Standard

Restrictions / Considerations

- If less than 3 thousand students web application can reside on the database server
- The web server must be on the same subnet or routed with the database server(s)
- SSL encryption can be implemented
- The web server should be protected by a firewall/proxy. The firewall/proxy must allow inbound traffic destined for the web server on inbound port 80 and 443
- eSchoolPLUS+ must be run in production natively under the host operating system, not under VMWare or any other emulation environment.

Domain Controller:

OS Platform: Microsoft Windows Server 2003 Standard

Restrictions / Considerations

Domain controllers are not required if eSchoolPLUS is installed in an existing Windows 2000 or Windows Server 2003 network

Workstations:

PC Workstation Operating Requirements

OS Platform: Win98, WinME, WinNT, Win2K, WinXP, Win2K3

OS Add-on: Internet Explorer 6.0 SP1
Adobe Acrobat Reader 4.0 or higher

MAC Workstation Operating Requirements for Teacher Access Center

OS Platform: OS 9, OS X

OS Add-on: Internet Explorer 5.2 for OS X
Internet Explorer 5.1.2 for OS 9

Browser Requirements for Home Access Center

Home Access Center can be viewed with web browsers that are compatible with HTML 4.01 and Cascading Style Sheets Level 1. These browsers include:

- Internet Explorer 5.5 or higher for Windows
- Internet Explorer 5.0 or higher for Macintosh
- Netscape Navigator 6.0 or higher
- Opera 6.0 or higher
- Safari 1.0 or higher

APPENDIX 3 - HARDWARE EQUIPMENT / SERVICES

Qty.	Description	Type	AMC	Unit Price	Line Total
eSchoolPLUS Data Base Server					
		Phone	\$4,000		
1	433753-001 ProLiant ML370 Model ML370R05 E5320 (2) Quad-Core Intel Xeon 2.33 GHz , 4 GB Memory, SA P400 Cntr			\$5,077	\$5,077
2	397413-B21 4 GB FBD PC2-5300 2x2 GB Kit			532	1,064
8	431958-B21 146 GB Pluggable 10K SAS 2.5" Hard Drive			292	2,336
1	EH841A HP StorageWorks Ultrium 920 drive			2,319	2,319
1	374654-B21 HP Single Channel U320 SCSI Host Bus Adapter			90	90
1	U4528E Warranty Uplift 3-years	Extended		457	457
License & Documentation					
1	P73-01871 AE Open Windows 2003 Server License R2			114	114
1	P73-01780 Windows 2003 Server Media			27	27
1	11054110 Symantec Backup Exec Windows V11d			928	928
1	11053556 Symantec Backup Exec Windows V11d Advanced Open Files			812	812
1	10759454 Symantec Backup Exec Windows V11d Media			50	50
eSchoolPLUS Application Server					
		Phone	500		
1	435944-001 ProLiant DL360 G5 Model DL360R05 Rack (2) Quad-Core E5345 2.33 GHz processor, 4 GB Memory			3,806	3,806
2	375861-B21 73 GB 3G SAS 10K HDD Hot Plug			213	426
1	U4496E Warranty Uplift 3-years	Extended		316	316
1	P73-01871 AE Open Windows 2003 Server License R2			114	114
1	1053636 Symantec Backup Exec Windows V11d Remote Agent			443	443
eSchoolPLUS Task Server					
		Phone	500		
1	435944-001 ProLiant DL360 G5 Model DL360R05 Rack (2) Quad-Core E5345 2.33 GHz processor, 4 GB Memory			3,806	3,806
2	375861-B21 73 GB 3G SAS 10K HDD Hot Plug			213	426
1	U4496E Warranty Uplift 3-years	Extended		316	316
1	P73-01871 AE Open Windows 2003 Server License R2			114	114
1	1053636 Symantec Backup Exec Windows V11d Remote Agent			443	443
Report Writer Server					
		Phone	500		
1	435944-001 ProLiant DL360 G5 Model DL360R05 Rack (2) Quad-Core E5345 2.33 GHz processor, 4 GB Memory			3,806	3,806
2	375861-B21 73 GB 3G SAS 10K HDD Hot Plug			213	426
1	U4496E Warranty Uplift 3-years	Extended		316	316
1	P73-01871 AE Open Windows 2003 Server License R2			114	114
1	1053636 Symantec Backup Exec Windows V11d Remote Agent			443	443
HAC Application Server					
		Phone	500		
1	435944-001 ProLiant DL360 G5 Model DL360R05 Rack (2) Quad-Core E5345 2.33 GHz processor, 4 GB Memory			3,806	3,806
2	375861-B21 73 GB 3G SAS 10K HDD Hot Plug			213	426
1	U4496E Warranty Uplift 3-years	Extended		316	316
1	P73-01871 AE Open Windows 2003 Server License R2			114	114
1	1053636 Symantec Backup Exec Windows V11d Remote Agent			443	443
1	R39-00273 AE Open Win 2003 External Connector License			745	745

APPENDIX 3 - HARDWARE EQUIPMENT / SERVICES

Qty.	Description	Type	AMC	Unit Price	Line Total
IEPPLUS Data Base & Application Server					
1	417538-001 ProLiant ML350 Model ML350R05 Dual Core Xeon 5140 2.33GHz, 1 GB Memory, Array	Phone	2,500	2,132	2,132
1	146889-B21 Dual Core Xeon 2.33 GHz Processor Option Kit			534	534
1	351580-B21 128MB Battery-Backed Cache Upgrade Kit			213	213
1	397409-B21 1 GB PC5300 Memory			141	141
1	397411-B21 2 GB PC5300 Memory			248	248
4	431958-B21 146 GB Pluggable 10K SAS 2.5" Hard Drive			292	1,168
1	399771-001 Hot Plug Redundant Power Supply			173	173
1	409579-001 Redundant Fan Kit			41	41
1	Q1522B Internal DAT72 Tape Drive			511	511
1	374654-B21 HP Single Channel U320 SCSI Host Bus Adapter			90	90
1	U4512E Warranty Uplift 3-years	Extended		236	236
Installation and Setup Services					
1	Installation and Setup Services			16,000	14,500
	(6) System Setup, Burnin, System Test in Bethlehem...Install and certify system and network on customer's site				
	(6) Installation and Setup of Windows Operating System				
	(1) Installation and Setup of Student Applications				
	(1) Installation and Setup of Special Education Applications				
	(2) Installation and Setup of SQL				
	(1) Installation and Setup of Report Writer				
Freight and Handling					
1	Freight and Handling			1,000	1,000
 Note: SPI requires a Domain Controller with Active Directory.					
Note: SPI requires MS SQL CPU Licensing (4).					
Note: Quote assumes Rack, Power and KVM ports are available.					
Price does not include Taxes and Travel Expense.					
Sub Total			\$8,500		\$55,426
First Year Maintenance					\$8,500
TOTAL					\$63,926

APPENDIX 4 - MAXIMUM SUPPORT HOURS

<u>eSchoolPLUS</u>	<u>Hours</u>
Base System	154
Demographics	
Dashboard	
Discipline (1)	
Scheduling	
Mark Reporting (1)	
Attendance (1)	
Teacher Access Center	
Medical Records (1)	
Test Score Tracking (2)	
School Interoperability Framework (SIF) Agent (3)	
Home Access Center (4)	8
Mobile Access Center (5)	4
ReportNet	24
Regulatory Software - C (6)	12
<u>Total:</u>	<u>202</u>

APPENDIX 5 - PAYMENT SCHEDULE

1	PLUS SERIES/Special Education Software License 25% due upon contract execution 75% due 90 days after contract execution	\$33,217 99,650	\$132,867
2	Third Party Software 25% due upon contract execution 75% due 90 days after contract execution	\$3,312 9,936	13,248
3	Application Training/Additional and Supplemental Training Due monthly as incurred; schedule to be mutually agreed between SunGard and Customer		84,600
4	Implementation Coordination Due upon contract execution		8,900
5	Student Interfaces Due monthly as incurred		1,800
6	Data Conversions (Estimated) Due monthly as incurred		21,100
7	Hardware and System Support Software including Installation and Integration 100% due upon delivery		63,926
	TOTAL:		\$326,441
	 Annual Maintenance and Support Invoiced upon completion of the Initial Maintenance and Support Term		 \$52,460

APPENDIX 5 - PAYMENT SCHEDULE

OPTIONAL ITEMS

1	ASP Backup Initial Setup Fee due upon contract execution Monthly billing will begin after initial backup of Customer's data	\$1,000	\$9,600
2	Data Conversions <i>(Estimated)</i> <i>Due monthly as incurred</i>		47,700
TOTAL:			\$57,300
 Annual Maintenance and Support Invoiced upon completion of the Initial Maintenance and Support Term			\$12,000

APPENDIX 6

REGULATORY SOFTWARE

The following programs/reports are included with the *eSchoolPLUS* System:

State Requirements:

ISBE Student Information System:

SID Collection

SIS Data Collection

- Student Demographic / Enrollment File
- Exit Student Enrollment File
- Pre-Id Assessment File

IL School Report Card

IL End of Year Report

General State Aid Entitlement Report

General State Aid Audit Report

Fall Enrollment Housing Report

The following programs/reports/forms are included with the *IEPPLUS* System:

State Requirements:

FACTS File Extract (Oct, June)

WebForms:

IEP (Conference Summary Report)

Notice of Referral

Evaluation Consent

Invite

Recommendations Letter

Age of Majority

Chg Placement

Notes:

The output provided for these reports includes data and totals, supported within the application software, which are required by your organization to complete the mandated government form. This data will be formatted correctly for electronic submission when the state or federal agency requires electronic submission.

Relevant sections of the Annual Financial Report and the Annual Budget Report are created by the customer with the Financial Report Writer.

APPENDIX 7

ADDITIONAL CUSTOMER RESPONSIBILITIES

System Administrator Job Responsibilities

Effective System Administration is the key to a successful installation and smooth on-going system operation. System Administration personnel will be the focal point for communications between your organization and SunGard, and will handle the daily operation of the system.

System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture and configurations; recognizing such pieces of hardware as CPU, memory, peripherals, scanners, etc.
- Understands general computer concepts such as relational database, operating systems, application software, word processing, and fourth generation languages.
- Excellent verbal and written communication skills with administrators, programmers, and system maintenance personnel.
- Understands the importance of data integrity and security (file backups and password control).
- Understands what your organization requires from each application.

Customer System Administration responsibilities include, but are not limited to, the following:

Operating System Administration:

- Sole responsibility for communications with SunGard Support personnel.
- Provide first level support to end users.
- Upgrade system software in conjunction with SunGard and the computer hardware manufacturer.
- Manage workload effectively.
- Train new staff on software packages.
- Train department personnel to use Report Writer.
- Maintain Documentation.
- Diagnose and resolve minor hardware problems.
- * Configure and maintain PC Customer software.
- * Monitor operating system and modify operating system parameters as required.
- * Monitor hardware reliability, check error logs, and initiate corrective action when warranted.
- * Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
- * Create print queues or virtual printers.
- * Configure communication port(s).
- * Set or modify IP address.
- * Develop backup strategy, setup backup procedures, verify backups and restore files or file systems as required.
- Perform backups.
- Maintain on and off site storage of backup media.
- * Create and maintain cron jobs or other batch processes.
- * Create and maintain printer configuration and setup.
- Maintain access to server(s) for support (i.e., Internet and backup modem access).
- * Monitor system performance and tune operating system parameters for maximum efficiency.

- * Monitor disk and file system utilization/permissions and adjust to meet site requirements.
- * Create or modify default gateway.
- * Verify software licensing.
- Maintain currency on support agreements.
- * Install operating system patches.
- Install, configure and Maintain Sendmail.
- Install microcode or firmware updates as required.
- Install / reinstall operating system as required.
- Recompile applications as required.
- Evaluate application software utilization and setup.

Database Administration

- * Maintain database security and access/permissions.
- * Backup and restore specific databases or entire database environment.
- * Backup and restore specific tables within database(s).
- * Import or export databases as required.
- * Perform checks for data consistency.
- * Monitor and modify data allocation.
- * Monitor database performance and adjust as required.
- * Add DB space.
- * Create test (or other special purpose) databases as required.
- * Verify software licensing.
- Maintain currency on support agreements, software licensing and documentation.
- Install / reinstall database software as required.

System Security

- Ensure data and equipment security (physical and electronic).
- Monitor system access via modem or Internet.
- * Investigate attempted security breaches.
- * Monitor application software utilization and setup to ensure authorizations are administered correctly.
- * Monitor file and database permissions and accounts.

SunGard offers telephone support agreements for operating system, database and utility software packages to assist the Customer system administrator in the execution of basic and advanced administrative functions. For Customers who contract with SunGard for these services, we will provide additional assistance (via remote Internet or dial access) for the basic functions designated with an asterisk (*) in the above list for the first six months subsequent to installation (operating system, database software, utility software, application software) by SunGard. After six months, Customers who do not contract with SunGard for Remote System Administration Services will be invoiced on a per-call basis when SunGard is required to perform basic administrative tasks via remote access on behalf of the Customer system administrator.

eSchoolPLUS+ Student Transcripts Conversion and Verification Responsibilities

Accurately converting and verifying Student Transcripts are some of the most important and intense tasks of implementing a new student management system. To achieve this objective, the school district and SunGard Pentamation must work together to reconcile Student Transcripts information and GPAs. Listed below are tasks associated with the parties involved in performing this very important function:

School District Personnel:

- Attend Mark Reporting Overview and Review Implementation Guide Training Sections for Attendance, Report Cards, and Transcripts.
- Complete Attendance, Mark Reporting, and Transcripts section of the Implementation Guide and submit to SunGard Pentamation Implementation and Training Staff.
- Supply SunGard Pentamation with Transcripts Print examples for various students, including any unique data situations or exception transcripts based upon your school district's curriculum such as students with summer school, transfer, and alternative education classes.
- School district subject matter experts (GPA calculations, rank in class, credit rules, etc.) participate in on-going dialogue conference calls with SunGard Pentamation Programming staff reviewing legacy system data structures and school district objectives. Where appropriate, screen shots will be reviewed; and WebEx sessions will be utilized.
- Attend training for system setup of Attendance, Mark Reporting and Transcripts.
- Attend training for Student Transfer Maintenance and Graduation Requirements.
- Complete all buildings setups (including summer school and transfer buildings) for all years that Student Transcripts information will be converted.
- Review Transcripts conversion packet sent by the SunGard Pentamation Conversion Team.
- Supply initial Transcripts data to SunGard Pentamation Conversion Team by the deadline date specified
- Participate in on-going dialogue concerning unique data conditions such as how to handle repeat courses in the same semester and across semesters and transfer course numbers.
- Supply final Transcripts data for all buildings to SunGard Pentamation Conversion Team by the deadline date specified.
- Maintain production access to legacy system Transcript information until the verification process is completed.
- Have school personnel verify the accuracy of each student's Transcripts information and reconcile each GPA calculation. Suspected transcript and GPA conversion issues should be reported to the assigned conversion programmer as soon as possible. Be aware that as additional data entry and processing occurs at the client site, it becomes more difficult to pinpoint and correct conversion issues.
- Confirm in writing that the Student Transcripts and GPA calculation information has been reconciled.

APPENDIX 8

SUNGARD PENTAMATION INTERNET CONNECTIVITY AUTHORIZATION FORM

As a representative of _____, I hereby give SUNGARD Pentamation, Inc (SPI) permission to access the systems relating to SPI applications for the purposes of support and maintenance via the Internet. I understand that once enabled and tested, SPI will use this connection as the primary method for connectivity to include, but limited to, the following support-type activities: Support, Upgrades, Maintenance, Troubleshooting, and Uploading/Downloading files for the above reasons. This authorization for SPI to access our systems shall remain in force, regardless of changes to specific IP addresses, ports, etc., unless revoked in writing by the Customer.

I understand that the person(s) responsible for managing our firewall(s) will need to configure the firewall to accept and forward inbound traffic from listed SPI IP address(es) as appropriate. Port configuration will be based on the selected connection method. I also understand that in the event that SPI cannot access our system via the Internet for any reason, a modem connection must be provided as a backup. I attest that the information contained in the document is correct to the best of my knowledge. Any updates to the information contained herein will be submitted to SPI in a timely manner.

Instructions for completion of Internet Connectivity Authorization Form

Primary Means of Connectivity (External)

Select the method of connectivity to be used across the Internet. Additional protocols such as RDP and ICA will run through a VPN once it is established. SSH is only supported when establishing a connection to a Unix or Linux system.

Port information and source IP addresses are provided for configuration of firewall rules and/or router access control list as dictated by your local security requirements.

SSL VPNs are not guaranteed to work, but we are willing to briefly test them. We have verified the following SSL VPNs: Cisco, Checkpoint, Juniper, and Watchguard.

Cisco IPSEC VPNs must have NAT-T enabled, as the connections from SPI originate from behind a firewall. We also ask to have split-tunneling enabled and configured to tunnel only the IP addresses SPI will need access to.

For purposes of SPI disaster recovery, please indicate if you are using a filter to restrict the source IP address on your firewall for connections from SPI.

VMWare Environment will not be supported.

Customer Connection Information

Please enter the external IP address(es) SPI will connect to. Also provide username and password information. If the connection is a Cisco IPSEC VPN, please indicate group name and password information unless providing a pcf file, which can be indicated in the group name and password boxes.

Internal Means of Connectivity

Please indicate the type of connection and internal IP address(es) SPI will connect to once a VPN is established. If the same connection type will be used to connect to multiple servers, please add the additional IP addresses in the space provided or on an additional sheet.

Questions on this form? Please call the Engineering Support Desk – (800) 561-4994.

SUNGARD PENTAMATION INTERNET CONNECTIVITY AUTHORIZATION FORM

Customer Name: _____

New Authorization: _____ Change Authorization: _____

Primary Means of Connectivity (External)			
Type of Connection	Port Configuration		
	Ports	Alt Port	SPI Source IP Addresses
<input type="checkbox"/> SSH	Forward Port 22/tcp to server (Alt Port 8022, 8023, 8025)		72.237.31.192 / 28 or 72.237.31.195-197
<input type="checkbox"/> Microsoft VPN (PPTP)	Forward 1723/tcp to VPN endpoint	N/A	
<input type="checkbox"/> Cisco VPN (IPSEC)	Enable NAT-T Configure split-tunnel to tunnel only addresses required for SPI		
<input type="checkbox"/> SSL VPN Not guaranteed to work	Please have a backup plan if it does not work. Currently verified SSL VPNs are listed below: Cisco - Checkpoint - Juniper - Watchguard		
<input type="checkbox"/> Please indicate if restricting source IP addresses for purposes of SPI disaster recovery			

Customer Connection Information				
External IP Address(es)	Username	Password	Group Name (Cisco)	Group Password (Cisco)

Internal Means of Connectivity (Once VPN is established)				
	Type	Port Info	Internal IP Address	Internal Username / Password
<input type="checkbox"/>	RDP	3389/tcp		
<input type="checkbox"/>	ICA	1494/tcp		
<input type="checkbox"/>	SSH	22/tcp		

Special Notes or Instructions:

Signature: _____ Date: _____ Phone: _____

Print Name: _____ Title: _____

Email: _____

SPI Internal Use Only	
Rec'd ENG: _____	Verified/Entered Cust Connect: _____
Meets ENG Req: _____	Filed in ENG: _____

APPENDIX 9

OPEN SERIES/StudentPLUS TO eSchoolPLUS MIGRATION

A. Identification of Functional Requirements

- 1 Although the eSchoolPLUS software is being used successfully in a live environment at many customer sites across the country, there is some functionality which was provided in the OPEN SERIES/StudentPLUS software which is not available in the new eSchoolPLUS software. See Section D for a list of these features. For your reference, Section E lists features which are provided in the eSchoolPLUS software which were not available in the OPEN SERIES/StudentPLUS software. The purpose of the Customer identification of functional requirements is to verify that the software will meet all of your requirements and to identify areas which may require procedural changes or custom modifications.
- 2 Customer acknowledges they have reviewed the list and notified SunGard of any issues. Customer will sign the Functional Requirements Checklist for each application noting any issues that were encountered and return to SunGard no later than 30 days prior to live processing. In the event that the Functional Requirements Checklist is not returned to SunGard, Customer acknowledges that there are no issues with regard to this item.

B. Custom Programming/Reports

Due to the design differences (database structure, program logic, etc.) of the OPEN SERIES/StudentPLUS and eSchoolPLUS applications, previous OPEN SERIES/StudentPLUS custom modifications cannot be automatically converted into the eSchoolPLUS applications. If required, previous OPEN SERIES/StudentPLUS custom modifications can be rewritten for eSchoolPLUS at a cost which will be identified and addressed as follows:

- 1 Customer will contract with SunGard for two to five days of technical consulting to determine the extent of custom modifications required. Consulting services will be provided at our current hourly rate.
- 2 Customer will be responsible to review current custom software and custom reports to identify any custom modifications which will be required for the eSchoolPLUS product. Customer will provide SunGard with written detailed requirements on a Request for Custom Programming Enhancement form.
- 3 Customer will determine based on the preliminary estimate whether or not to proceed with a custom modification. Return of the preliminary estimate signoff is SunGard's authorization to prepare detailed specifications.
- 4 Customer will approve the detailed specifications indicating that the modification proposed will meet the requirement.
- 5 Customer will test any modifications in a test environment within 30 days of receipt to determine that the project performs according to the agreed upon specifications. Note that this testing must occur in a test environment to eliminate the possibility of causing data corruption with the newly written modification.
- 6 The eSchoolPLUS System prints most reports and forms on plain paper. Stock forms used in the OPEN SERIES/StudentPLUS Systems are not supported in the eSchoolPLUS System. These include:

Course Request Scan Sheets
HAC Login Mailer
Print-to-Mail Forms

Customer must decide whether to request a custom modification so they can continue to use the existing form stock or whether to use the eSchoolPLUS format. If a custom modification is required, the steps above should be followed.

C. User Developed Reports

Due to the design differences (database structure, program logic, etc.) of the OPEN SERIES/StudentPLUS and eSchoolPLUS applications, Customer will need to rewrite any OPEN SERIES/StudentPLUS user-defined reports that will be required for the eSchoolPLUS product. SunGard resources can be made available to assist with this effort on a time and materials basis.

D. Features in OPEN SERIES/StudentPLUS NOT in eSchoolPLUS

This list is provided for your information and to assist you with determining areas of the software which may need to be included in your testing. We have attempted to identify features that we provided in the standard OPEN SERIES/StudentPLUS software which are not included in eSchoolPLUS applications. There may be additional features which have been overlooked.

General

- 1 Ability to search for students based on criteria from dat, disc, erc, fee, ltdb, sched, med, rc, and transfer students. (In eSchoolPLUS, can search on reg, programs, district-defined, med, and course requests.)
- 2 Ability to display next record in query set without returning to list.
- 3 Ability to place ad hoc reports on the menu.
- 4 Ability to display broadcast messages to all users.

Demographics

- 1 Ability to generate family numbers. (eSchoolPLUS allows one-per-contact mailings.)
- 2 Ability to do street address validation without using geo code plan areas.
- 3 Ability to generate a list of teachers with one line per teacher.
- 4 Ability to set the level of warning on address validation for different screens.
- 5 Homeroom teacher stored in a separate field for students.
- 6 Staff numbers can be reused by different buildings in OPEN SERIES. (In eSchoolPLUS, staff numbers are by district, not by building.)
- 7 Three user-defined fields for entry/withdrawal. (eSchoolPLUS uses date tracking which can be linked to entry/withdrawal.)
- 8 Week numbers are calculated in the calendar days table.

Discipline

- 1 Ability to use criteria when running Year End.

Scheduling

- 1 Ability to mass update house/team field in master schedule.
- 2 Ability to mass update mark type fields in master schedule.
- 3 Ability to mass update marking periods in master schedule.
- 4 Ability to mass update GPA and honor roll information in master schedule.
- 5 Teacher Utilization report. (Teacher Schedule in eSchoolPLUS provides most of this information.)
- 6 Master Schedule Builder functionality is present, but the assistant is not available.
- 7 Ability to see detailed master schedule information for a course in the Course Catalog.
- 8 Course prerequisites could check earned credit and minimum mark criteria.
- 9 Ability to hand-enter a list of students in Mass Load and Mass Unload Requests. (In eSchoolPLUS, must search for students using criteria.)
- 10 Ability to search for a student based on a course he is scheduled into.
- 11 When scheduling a single student, can flag courses to be scheduled with the same teacher or in the same marking period.
- 12 When searching the master schedule in schedule entry, can see the team assigned to course-sections.
- 13 Schedule screen displays teacher, room, and team for the course. (In eSchoolPLUS, teacher and room appear on the Student Summary screen.)
- 14 When adding courses to the Master Schedule, maximum seats defaults based on the room. (In eSchoolPLUS, maximum seats defaults from configuration.)

- 15 In Master Schedule, can indicate which marking period a mark type will be issued. (In eSchoolPLUS, can indicate the marking pattern for each mark type.)
- 16 Can specify if prerequisites are considered when adding requests and/or schedules.
- 17 Can select whether you should be warned when a course was already taken.
- 18 Scheduler supports semester balancing. (In eSchoolPLUS, this functionality is planned for a future release.)

Mark Reporting

- 1 Ability to scan report card and IPR grades.
- 2 Ability to print more than one GPA within the course detail area on transcripts.
- 3 Ability to print different marks for different school years on transcripts, for example, final grades for past years, marking period and exam grades for current year.
- 4 Option to create IPR letters using a mail merge. (In eSchoolPLUS, template can be formatted like a letter.)
- 5 Ability to use select criteria on the Transcript print setup.
- 6 Ability to use criteria to determine which courses should be deleted from Year End if they were coded to be retained for Transcripts; for example, 08 grade students moving to 09 grade. (In eSchoolPLUS, can specify whether a course prints on a middle school or high school transcript without having to delete some courses.)
- 7 Ability to set defaults for new transfer courses entered.
- 8 GPA types are not required for transcript summary view. (In eSchoolPLUS, student GPA records are required in order to view the transcript summary.)
- 9 Ability to designate a transcript comment number when entering free text comments. (In eSchoolPLUS, comment numbers are auto-assigned (incremental).)
- 10 Ability to use a replacement value to designate detail information, such as asterisks to flag courses taken in summer school, on the printed transcript.
- 11 Daily attendance totals and total course credits are stored in Rank record.
- 12 Single option to run Assign Credit, Calculate GPA, and Calculate Rank.
- 13 Ability to copy graduation requirements to another graduation requirement code.
- 14 Allows more flexibility to specify how test data prints on transcript.
- 15 Ability to calculate honor roll on a different mark for each marking period. (In eSchoolPLUS, users can set up a unlimited number of honor rolls.)
- 16 Ability to print entry/withdrawal information on transcripts.
- 17 Allows more control of where data displays on transcripts and report cards; for example, can specify that only a certain number of characters print, can control line and column placement.
- 18 Average calculation needs less setup to handle courses with different marking patterns.
- 19 Ability to produce Permanent Record Labels.
- 20 Less set up for transfer buildings. (Functionality is different in eSchoolPLUS.)
- 21 Ability to generate alternate language report cards.

Attendance

- 1 Ability to record both daily and class attendance in the same building.
- 2 Ability to scan attendance.
- 3 Ability to generate a list of absence codes.

Teacher Access Center

- 1 Optional carryover of absences or tardies. (In eSchoolPLUS, system determines which period of a multi-period class was tardy and makes the rest absent or present depending on the time the student arrived or left.)
- 2 Ability to define groups to take attendance by homeroom teacher, counselor, homeroom, next homeroom, or timeslot. (In eSchoolPLUS, daily attendance can be by primary or secondary homeroom. Attendance by timeslot is also available.)
- 3 Uses default present code to clear previously entered absences. (eSchoolPLUS deletes absences.)
- 4 Ability to sort Attendance Morning Bulletin.
- 5 Ability for a homeroom teacher to view all of a student's competencies, including any that are graded by other teachers.
- 6 Ability to view marks for prior marking periods on the same page when entering marks for the current marking period on the Elementary Grading page.

- 7 Elementary Report Cards PDF report.
- 8 Student List in Elementary Report Cards displays checkmark when information for a student is entered.
- 9 Ability to download only selected grade levels for report cards; for example, Seniors only.
- 10 Configuration can limit which IPR runs are available.
- 11 Dynamic Links: ability for the District to add links to their own web pages and pass context-sensitive information such as student ID, building number, etc.
- 12 Ability to display medical alerts and disabilities stored in demographics.
- 13 Teachers can configure attendance code colors for student attendance year view. (In eSchoolPLUS, district can configure colors.)
- 14 District can indicate gradebook categories are required.
- 15 Seating chart is available from Gradebook. Grid, number of columns and rows can be set. (Seating chart available in attendance only in eSchoolPLUS at the current time.)
- 16 If an assignment has received scores, a tool tip displays in the delete column listing students who have scores for the assignment.
- 17 Spell checker available when adding/editing assessment descriptions.
- 18 The following reports are available in StudentPLUS/Open Series: Assignment Average Chart, Report Card, Score Threshold, Seating Chart report. (These are planned for a future release of eSchoolPLUS.)

- 19 The class roster report is configurable to allow a comment to be printed. (The class list does not include a comment, but can have selected fields, such as homeroom or birthdate, or attendance dates printed, as well as up to twenty columns.)

Medical Records

- 1 General notes area.
- 2 Ability to store Vision results with and without glasses as one record.
- 3 Medical comments. (In eSchoolPLUS, comments can be stored on the registration user-defined list page.)

Test Score Tracking

- 1 Standard templates available (uploads and test definitions).

Schools Interoperability Framework (SIF) Agent

- 1 No items identified.

Home Access Center

- 1 In Web Course Requests, course prerequisites can be based on earned credit or minimum mark criteria.
- 2 Dynamic Links: ability for the District to add links to their own web pages and pass context-sensitive information such as student ID, building number, etc.

Student Success Plan

- 1 No items identified.

Student Fees

- 1 Fees proration can be changed in schedule maintenance for individual students when adding or dropping courses. (In eSchoolPLUS, users can set up a proration schedule based on class duration.)
- 2 Accounts Receivable Interface with batch processing.
- 3 Ability to add users to Finance database.
- 4 Textbooks defined per course. (In eSchoolPLUS, textbooks are defined by building, and then can be associated with courses in course fee groups.)
- 5 Fee groups can be defined by course code, and optionally section. (In eSchoolPLUS fee groups are defined by course, but specific items can be limited to specific sections or teachers.)
- 6 Fee groups can be generated based on textbook definitions and master schedule.
- 7 Fee groups can be associated with students based on criteria from reg, dat, disc, etc, fee, ltdb, sched, med, rc, and transfer students. (In eSchoolPLUS, fee groups can be associated with students based on criteria from reg, programs, and district-defined screens.)
- 8 Tracking by Invoice Number for reports and billing. (eSchoolPLUS process is different.)

- 9 Generate Invoices. (Replaced by Billing Statement in eSchoolPLUS.)
- 10 Ability to limit number of items generated for a single invoice.
- 11 Ability to print payment terms with automatic calculation of dates.
- 12 Ability to select for all students which student or guardian address screen to use for billing. (In eSchoolPLUS, select on a student by student basis.)
- 13 Ability to limit access to invoices so users can only view invoices billed from one of their security buildings. (eSchoolPLUS shows all invoices for a student no matter where the fee originated.)
- 14 Transaction types can be defined as adjustments and/or errors, and this information could be used on reports. (eSchoolPLUS uses reduced rates to perform automatic adjustments. Audit trail can be used to track any other types of adjustments.)
- 15 Users are allowed to delete fee items on the same day they are entered. (eSchoolPLUS uses a mass reverse billing to reverse the fees, but does not allow you to delete them from an individual student's fees.)

Mobile Access Center

- 1 Information downloaded to handheld device and always available. (eSchoolPLUS uses wireless technology, so information is not available outside of the wireless network or without a broadband connection. Basic student demographic, contact, and medical information is available in a PDF report that can be saved to the PDA.)

College Tracking

- 1 College Tracking functionality does not currently exist in eSchoolPLUS.

Standards and Competencies

- 1 Teacher assignments can be modified on a per-student basis. (In eSchoolPLUS, teacher assignments are modified on a "per competency group" basis.)
- 2 Teacher transfer option.
- 3 Can select number of competency columns to print.
- 4 Can define a competency once and reuse it in multiple groups. (In eSchoolPLUS, competencies are defined in groups and groups can be copied.)
- 5 Can calculate the average for a competency.

Master Schedule Builder

- 1 No items identified.

Regulatory Software

- 1 Refer to Appendix 6 for reports provided.

E. Features in eSchoolPLUS NOT in OPEN SERIES/StudentPLUS

General

- 1 Dashboard home page can display "news," attendance and enrollment counts for the day, list of reports, and favorite menu item links.
- 2 Up to 225 character descriptions are allowed for table-verified fields.
- 3 Many validation codes have state equivalency code as part of the table, eliminating need for cross-walk tables.
- 4 Ability to see scheduled tasks on end user's home page.
- 5 Report names include a date/time stamp, eliminating the need to rename a report so as not to lose it if you rerun the report.
- 6 Search function displays the field names defined for user-defined fields.
- 7 District-defined fields are available for more records.

- 8 Soundex functionality is available in the search option.
- 9 Setup of one building may be copied to another building, eliminating the need to reenter configurations, etc.
- 10 A single database includes prior and future years as well as summer school, so reporting across multiple years is easier.
- 11 Ability to impersonate users.
- 12 Allows IT staff to test what security options an end user has.

Demographics

- 1 Student Summary page can be defined to include registration, personal, contact, emergency, today's schedule, and today's attendance for student.
- 2 Academic information - additional information includes Graduation Date, Diploma Type, expected and actual Graduation plans.
- 3 Information for contacts includes language, employer name, and email address.
- 4 Unlimited phone numbers and phone number types can be defined for contacts.
- 5 Personal information can be secured by field, as opposed to the entire page. Additional information includes 504 plan; ESL; IEP; IEP Status; At Risk; Migrant ID; city, state, and country of birth; and citizen status.
- 6 Multiple ethnic codes can be defined for a student.
- 7 Percentages for each ethnicity can be entered, if configured.
- 8 Emergency information includes insurance information.
- 9 Disability start and end dates can be entered, if configured to do so.
- 10 Date Tracking can be defined for fields from Demographic, Academic, Personal, Emergency, Summer School, and District-defined pages. In addition, date tracking can be defined for fields that are not tied to any other page.
- 11 Source fields for date tracking provide link on page to access pop-up for easy updates. For example, if meal status is date-tracked, a link displays on the Personal page. You can access the page from the Programs page as well.
- 12 Registration page has many additional fields, such as secondary homeroom, attending district, alt accountability building, and enrollment dates for district, state, and country.
- 13 Unlimited number of fields on district-defined pages.
- 14 Student district-defined pages can be in list format.
- 15 Summer school data can be updated in the same database.
- 16 Transportation information includes stop descriptions.
- 17 New student entry includes ability to combine fields from multiple pages into one entry page.
- 18 Year-round schools are accommodated with tracking option.
- 19 Single staff id used per teacher, even if they are in multiple buildings.
- 20 Additional district-wide staff information includes ethnicities, email address, and birthdate. Building information includes primary and secondary homeroom, course room, teacher designation, and counselor designation.
- 21 When viewing a staff member, class list option allows you to view the courses currently assigned to the staff member.
- 22 Teachers can have user-defined pages for building or district. List format is available for these.
- 23 Ability to calculate eligibility for activities based on discipline, attendance, and grades.
- 24 Calendars - mass update option allows you to update multiple days at once.
- 25 Calendars - month view with mouse over provides easy view of which days have been designated as holidays, alternate cycle days, etc.

Discipline

- 1 When adding an action for an incident, the appropriate level of action based on the incident code is displayed.
- 2 The Reported By value can be a staff member, and the software allows you to select a staff member from the staff catalog.
- 3 You can calculate students ineligibility to participate in athletics or activities based on the student receiving a specific discipline letter.
- 4 Dashboard displays the total number of incidents to date and action information for the current date.
- 5 Summary window allows you to see general discipline information for an incident and all individuals involved in the incident.

Scheduling

- 1 Can have multiple time tables within one building.
- 2 Year-round schools can have different time tables for different tracks.
- 3 Alternate cycle days can include periods from different cycle days.
- 4 Course linking allows blocks within blocks.
- 5 Blocks do not need to be assigned to the same section.
- 6 Can indicate a specific blockette, or any, for a section, as well as whether or not it is mandatory.
- 7 Allows multiple durations for courses, i.e., nine week marking periods and six week wheels, etc.
- 8 Multiple staff members can be associated with a course, and primary staff member can be specified.
- 9 A section can meet over multiple periods without using separate sessions.
- 10 Can define a course alternate for a specific course in the student request file.
- 11 When trailing a grade from one course to the other, attendance may be trailed as well.
- 12 Adds and drops may be done from one page within a student record in the Student Center.
- 13 Courses may be marked as ungraded for students who may be auditing a course.
- 14 Three additional pages are available within the Student Center scheduling section: a grid that shows any holes in a student schedule, a page that shows all prior year schedules from within the district and a page that displays the scheduling status of the student.

Mark Reporting

- 1 Unlimited number of mark slots.
- 2 Unlimited number of marking periods.
- 3 Ability to have multiple groups of honor rolls.
- 4 Unlimited number of absence slots.
- 5 Unlimited number of comment slots.
- 6 Can select to have the gradebook average for the marking period, term, or year-to-date posted to a mark slot.

- 7 Ability to limit a mark slot to receive a limited set of marks.
- 8 Can define an averaging value for a mark that is different from the honor points value.
- 9 Ability to add IPR records for an individual student without having to create a complete IPR run.
- 10 Ability to specify different print values for the same mark for IPR, Report Cards, and Transcripts.
- 11 Ability to specify that a mark is a passing mark for an average calculation that calculates passing/failing marks.

- 12 Ability to calculate average based on state course equivalency information.
- 13 Ability to disqualify students who receive specific comment(s) from honor roll.
- 14 Unlimited number of honor rolls.
- 15 Unlimited number of GPA/rank types.
- 16 District can calculate ranks for marking periods, terms, and year. No longer required to select only one for the ranking designation.
- 17 Ability to calculate GPA based on multiple marks. For example, if GPA is calculated based on Final or Semester and the course does not have a final mark, the semester mark is automatically used.
- 18 Ability to select how inactive students should be included in class rank.
- 19 Ability to deny credit based on excessive absences.
- 20 Ability to grant credit based on the average of marks. For example, if a student passed semester 1, failed semester 2, but has a passing final average.
- 21 Can print special program information on Report Card.
- 22 Ability to select the last marking period for which dropped courses should print on the report card.
- 23 Ability to include non-course related requirements for graduation. For example, you can require a senior project or a set number of hours of community service.
- 24 Ability to specify that a student must have a certain number of credits focused within a set of courses for a subject area. For example, a student is required to take three years of language, but two of those years must be in the same language.
- 25 Ability to specify how retaken courses affect graduation requirements.
- 26 Can group marks on the Mark Usage report so that you can analyze more marks. For example, Marks 100 - 90 could be grouped.
- 27 Ability to print activity information on the transcript.
- 28 Can view a graduation requirements summary for a student.
- 29 Can view an honor roll summary which includes the disqualification reason, if appropriate, for a student.
- 30 Ability to re-use the same course code for a transfer building.

- 31 Can enter transfer courses on one page.
- 32 Can store information for multiple transfer buildings for a year.
- 33 IPR's can contain free-text comments.
- 34 IPR's can be used to calculate eligibility.
- 35 If an IPR is for eligibility, only students in activities related to eligibility display.
- 36 Report Card information can be used to calculate eligibility.
- 37 Subject area credit may be divided between multiple courses.

Attendance

- 1 Multiple attendance codes can be entered for same period, if desired.
- 2 Attendance can be positive.
- 3 Bottom line can be set to be teacher or office.
- 4 Because users can enter unlimited arrival and dismissal times throughout the day, Minute attendance may be reported appropriately.
- 5 A comments area is available for student attendance on the calendar screen in the Student Center.
- 6 Ability to lock out attendance changes after a designated time with in the school year.

Teacher Access Center

- 1 Ability to enter course competency marks.
- 2 Gradebook categories can be defined by district as well as building.
- 3 Teachers can indicate which categories are counted for which mark types.
- 4 Email feature to mail information to a student, contact, or entire class.
- 5 File attachments.
- 6 Lunch count option available.
- 7 File attachments may be published to the Home Access Center.

Medical Records

- 1 AN (Acanthosis Nigricans) test results stored on growth screen.
- 2 Other exams option allows users to define their own exams.
- 3 Physicals are divided into regular and athletic.
- 4 Medications may be defined as being issued at specific times, or PRN. PRN do not need to follow set schedules. In addition, you can have an extra dose of a scheduled medication marked without a time, for medications where an additional dose may be needed at times.
- 5 Medical day sheet provides a quick list of students who receive scheduled medications on the day. You can mark medication as issued.

Test Score Tracking

- 1 Unlimited number of scores may be stored per subtest.
- 2 You can define what type of data is stored in a score field, what type of input to use for the field (for example, drop-down, input box, checkbox), and define validation for the score field.
- 3 Test scores can be displayed on a student test summary page. Administrators can determine what test and subtests and scores are displayed. Additionally, security can be used to limit access to test information.
- 4 You can define types of score fields (for example, percentile, raw score, or scaled score) and associate a score field with a score type.
- 5 You can select to include test score information on the dashboard to show the number of students who scored within a certain range for a score field.
- 6 You can indicate a state code equivalent for a subtest and for a score.
- 7 Unlimited number of test tracking values can be stored for a test.
- 8 Unlimited number of student tracking values can be stored for a test.
- 9 District-defined screens can be defined for the Test package so you can store additional information for tests.

Schools Interoperability Framework (SIF) Agent

- 1 Ability to Request and Subscribe to the following objects: StudentPersonal, StudentContact, StudentDailyAttendance, StudentMeal, StudentParticipation (Special Ed), StudentPlacement (Date Tracked Items).
- 2 Ability to Publish and Provide the following objects: StudentMeal, StudentParticipation (Special Ed), StudentPlacement (Date Tracked Items).
- 3 Support for District Defined fields.
- 4 Support for Date Tracked fields.

Home Access Center

- 1 File attachments from Teacher Access Center may be viewed / printed from Home Access Center.

Student Success Plan

- 1 No items identified.

Student Fees

- 1 Can define a proration schedule based on the duration of a course and the number of days since start of course.
- 2 Can define a prorate percentage to apply to fees for disadvantaged students based on demographic information.
- 3 A course fee group can include items to be billed to all sections, to only specific section, or to only sections taught by specific teacher.
- 4 Can add a textbook when creating a fee group.
- 5 Can enter a comment for a fee item in a group.
- 6 Can specify a priority on a fee item to have more control over the items to which payments are applied when an automatic payment is applied.
- 7 Can assign a department to a textbook so that when fee groups are created only textbooks for the course's department are available.
- 8 Can mass reverse billed items.
- 9 Can specify a comment for items billed with one-time billing.
- 10 Can add debit items for students.
- 11 Can print receipt for a transaction.
- 12 Can indicate that a refund check was printed.
- 13 Billing statements can be sent to the student and any contacts for the student based on mailing flags.
- 14 Can view the entire history for a student's fee.
- 15 Can prorate course fees automatically on drop and add based on proration schedule or can run a calculation to prorate course fees as needed.
- 16 Can specify which fee groups allow reduced rates to be applied.

Mobile Access Center

- 1 Real Time wireless connectivity for viewing student information and taking attendance without the need for daily download/upload.
- 2 Offsite Report gives teachers the ability to generate a simple .pdf file containing all the emergency and contact information for use on field trips and activities or where wireless access is otherwise not available.

Standards and Competencies

- 1 Can import level table to create a grading scale.
- 2 Can associate competency with courses.
- 3 Can define competencies by building or by district.
- 4 Can assign students to a teacher based on other criteria besides homeroom teacher or by a student list.

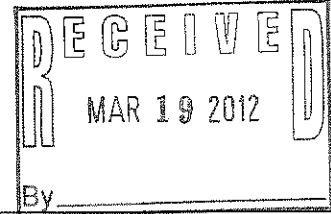
Master Schedule Builder

- 1 No items identified.

Regulatory Software

- 1 Please refer to Appendix 6 for reports provided.

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CLIENT PROFILE DOCUMENT

Sales Rep/CRM:	Joe Sarnitsky	Date Submitted:	2/23/12
Client Name:	Hinsdale Twsp HS. District 86	Enrollment:	
Existing Client:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Type:	New Contract <input type="checkbox"/> Addendum <input checked="" type="checkbox"/> Migration <input type="checkbox"/> Other <input type="checkbox"/>
Deployment:	Traditional <input type="checkbox"/> SaaS <input type="checkbox"/> SaaS migration <input type="checkbox"/> Application Hosting <input type="checkbox"/> RSA <input type="checkbox"/> Application Backup <input type="checkbox"/> Temporary Hosting <input type="checkbox"/>		
Products:	eSP <input type="checkbox"/> IEP <input type="checkbox"/> BP <input type="checkbox"/> PT <input type="checkbox"/> AB <input type="checkbox"/> CC <input type="checkbox"/> OLA <input type="checkbox"/> eFP <input type="checkbox"/> eFP 5.0 Upgrade <input type="checkbox"/> Professional Services Only <input checked="" type="checkbox"/>		
PLUS 360 Integration included:	eSP <input checked="" type="checkbox"/> IEP <input type="checkbox"/> PP <input checked="" type="checkbox"/> BP <input type="checkbox"/> eFP <input type="checkbox"/>		
Performance Bond Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Background/Security Check Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Target Date for Contract Execution:			

Key Addresses	
Contract Address:	55th & Grant Streets Administration Building Hinsdale, IL 60521
Billing Address:	
Shipping Address:	

Contract Contact Information (who will be signing the contract)	
Name & Title:	
Phone Number:	
Fax Number:	
Email address	

Technical Contact Information	
Name & Title:	Tim Hohman "Primary Contact" Title: Director of Technology Email: thohman@hinsdale86.org Phone: 630-655-6100
Phone Number:	
Fax Number:	
Email address	

Project Manager Contact Information	
Name & Title:	
Phone Number:	
Fax Number:	
Email address	

FOR ACCOUNTING USE:

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SALES HANDOFF

BACKGROUND

- List any relevant client or sales related background information here (key reasons for changing; leadership structure; goals of the project, etc)

PLUS 360 FOR ESP AND PP

- Please list the name of the client project sponsor(s) who were influential in selecting our solution :

- Please list the product consultant(s) who demoed to the client:

- List anything that came up during the demonstration(s) or conversations with the customer that might cause problems during the implementation (i.e. workarounds that were suggested, a user who seemed dissatisfied or a 'tough customer', items that were deemed as custom but no quote was requested):

- Were any sample forms/documents provided to the client during the sales process? If so, please provide copies to the SunGard K-12 Education Project Manager. Yes No

- What product(s) are they moving off of:

IMPLEMENTATION EXPECTATIONS

- List any software implementation expectations or product functionality that is key (i.e. Workflow, Regulatory, etc.):

- Select the level of project management: Remote Onsite Full-Time Onsite Half-Time

- Select the implementation approach: Express OnTrack Mixed

- Provide the target go live date(s):

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- Are there any implementation timeline specific expectations?

DEVELOPMENT COMMITMENTS OF CONTRACT

- Are there any customizations expected by the client with this contract? Yes No
- For regulatory reporting, is this a new state? Yes No

TERMS OF CONTRACT

- Are there any special payments terms or discounts for:
 - License fees? Yes No
 - SaaS fees? Yes No
 - Services? Yes No
 - Expenses? Yes No
 - Escalation limits? Yes No
 - Other (list below)? Yes No

- Are the services a fixed fee? Yes No
- Were any additional services added to the contract? Yes No
- Is travel bundled within the services rate or capped? Yes No
- Are receipts required for Travel and Living Expenses Yes No
- Are there milestone payments? Yes No

ADDITIONAL INFORMATION

- Provide any additional information that may be useful for the project/implementation team:

CONTRACT NO. 1667

SunGard Public Sector Inc.
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:

Hinsdale Township High School District 86
55th and Grant Streets, Administration Building
Hinsdale, IL 60521
Telephone: (630) 655-6100
Fax: (630) 325-9153
Attn: Tim Hohman, Director of Technology

Licenser:

SunGard K-12 Education
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated May 12, 1995 ("Agreement"), to add the following as attached hereto and part of this Addendum.

EXHIBITS

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: SOFTWARE AND SERVICES


1. Professional Services
 - i. eSchoolPLUS
 - ii. PerformancePLUS
2. Pricing Notes


All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Hinsdale Township High School District 86

SunGard Public Sector Inc.

BY:  _____

BY:  _____

PRINT NAME: Tim Hohman

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: Director of Technology

PRINT TITLE: Vice President, Sales

DATE SIGNED: 3/13/12

DATE SIGNED: February 23, 2012

EXHIBIT A: PAYMENT SCHEDULE

SOFTWARE AND SERVICES

1	Professional Services		\$1,500
	(refer to Exhibit B for detail)		
	Fixed Fee Services	\$1,500	
	100% due upon Contract Execution Date		
TOTAL SOFTWARE AND SERVICES ⁽¹⁾:			\$1,500

¹ Travel and living expenses are not included in this Professional Services cost.

EXHIBIT B: SOFTWARE AND SERVICES

1. PROFESSIONAL SERVICES

(1)

PLUS 360 Integration		Professional Services	
Applications		Days	Price
eSchoolPLUS		Fixed Fee	750
PerformancePLUS		Fixed Fee	750
TOTAL PLUS 360 Proposed Services:		-	1,500

- 1 PLUS 360 Integration Services pricing includes installation and setup, 2 hours of integration mapping between 2 PLUS 360 products and 1 integration webinar per site. If additional mapping is needed, it will be billed as incurred at our then current rate.

2. PRICING NOTES

- SunGard K-12 Education's pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.
- Travel and living expenses are not included in the Professional Services costs.
- Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at on our then current rates.
- Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- Any training and implementation scheduled more than 12 months after the Contract Execution date of this agreement will be at our then current rates.
- The schedule for the above training and implementation services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- SunGard K-12 Education's current Professional Services rates are as follows:
 - Training (eSchoolPLUS, IEPPLUS, BusinessPLUS, eFinancePLUS) Rate: 1280 per day.
 - Consulting (eSchoolPLUS, IEPPLUS, BusinessPLUS, eFinancePLUS) Rate: 1480 per day.
 - Professional Development (PerformancePLUS) Rate: 1600 per day.
 - Educational Consultant Rate: 1600 per day.
 - Custom Programming Rate: 1500 per day.
 - Data Conversion Rate: 1500 per day.
 - Schools Interoperability Framework (SIF) Rate: 1800 per day.
 - Project Management Rate: 1600 per day.

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CLIENT PROFILE DOCUMENT

Sales Rep/CRM:	Mary Toner	Date Submitted:	7/20/15
Client Name:	Hinsdale, IL <i>Cust#1511</i>	Enrollment:	4572
Existing Client:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Type:	New Contract <input type="checkbox"/> Addendum <input checked="" type="checkbox"/> Migration <input type="checkbox"/> Other <input type="checkbox"/>
Deployment:	Traditional <input checked="" type="checkbox"/> SaaS <input type="checkbox"/> SaaS migration <input type="checkbox"/> Application Hosting <input type="checkbox"/> RSA <input type="checkbox"/> Application Backup <input type="checkbox"/> Temporary Hosting <input type="checkbox"/>		
Products:	eSP <input checked="" type="checkbox"/> IEP <input type="checkbox"/> BP <input type="checkbox"/> PT <input type="checkbox"/> AB <input type="checkbox"/> CC <input type="checkbox"/> OLA <input type="checkbox"/> eFP <input type="checkbox"/> eFP 5.0 Upgrade <input type="checkbox"/> Services Only <input type="checkbox"/> eduplanet <input type="checkbox"/> Mizuni Aspire <input type="checkbox"/> Other Third Party Products <input type="checkbox"/>		
PLUS 360 Integration included:	eSP <input type="checkbox"/> IEP <input type="checkbox"/> PP <input type="checkbox"/> BP <input type="checkbox"/> eFP <input type="checkbox"/> Third Party <input type="checkbox"/>		
Performance Bond Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Background/Security Check Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Target Date for Contract Execution:	ASAP	BDR Lead:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Key Addresses	
Contract Address:	55 th and Grant St, Hinsdale, IL 60521
Billing Address:	
Shipping Address:	

Contract Contact Information (who will be signing the contract)	
Name & Title:	Tim Hohman, IT Director
Phone Number:	(630) 655-6100
Fax Number:	(630) 325-9153
Email address	thohman@hinsdale86.org

Technical Contact Information	
Name & Title:	same as above
Phone Number:	
Fax Number:	
Email address	

Project Manager Contact Information	
Name & Title:	same as above
Phone Number:	
Fax Number:	
Email address	

FOR ACCOUNTING USE:

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SUNGARD® K-12 EDUCATION

SALES HANDOFF

BACKGROUND

- List any relevant client or sales related background information here (key reasons for changing; leadership structure; goals of the project, etc)

- Please list the name of the client project sponsor(s) who were influential in selecting our solution :

- Please list the product consultant(s) who demoed to the client:

- List anything that came up during the demonstration(s) or conversations with the customer that might cause problems during the implementation (i.e. workarounds that were suggested):

- Were any sample forms/documents provided to the client during the sales process? If so, please provide copies to the SunGard K-12 Education Project Manager. Yes No

- What product(s) are they moving off of:

IMPLEMENTATION EXPECTATIONS

- List any software implementation expectations or product functionality that is key (i.e. Workflow, Regulatory, etc.):

- Select the level of project management: Remote Onsite Full-Time Onsite Half-Time

- Select the implementation approach: Express OnTrack Mixed

- Provide the target go live date(s):

- Are there any implementation timeline specific expectations?

DEVELOPMENT COMMITMENTS OF CONTRACT

- Are there any customizations expected by the client with this contract? Yes No
- For regulatory reporting, is this a new state? Yes No

TERMS OF CONTRACT

- Are there any special payments terms or discounts for:
 - License fees? Yes No
 - SaaS fees? Yes No
 - Services? Yes No
 - Expenses? Yes No
 - Escalation limits? Yes No
 - Other (list below)? Yes No

- Are the services a fixed fee? Yes No
- Were any additional services added to the contract? Yes No
- Is travel bundled within the services rate or capped? Yes No
- Are receipts required for Travel and Living Expenses Yes No
- Are there milestone payments? Yes No
- Is there a retainage on payments? Yes No

ADDITIONAL INFORMATION

- Provide any additional information that may be useful for the project/implementation team:

CONTRACT NO. 2346

SunGard Public Sector Inc.
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:

Hinsdale Township High School District 86
55th & Grant Street
Hinsdale, IL 60521
Telephone: (630) 655-6100
Fax: (630) 325-9153
Attn: Tim Hohman, IT Director

Licensor:

SunGard K-12 Education
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated May 12, 1995 ("Agreement"), to add the following as attached hereto and part of this Addendum.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

- 1. Software (Perpetual License)
 - i. eSchoolPLUS
- 2. Professional Services
 - i. eSchoolPLUS
- 3. Hardware Components
- 4. System Requirements
 - i. eSchoolPLUS
- 5. Pricing Notes

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Hinsdale Township High School District 86

SunGard Public Sector Inc.

BY: 

BY: 

PRINT NAME: Tim Hohman

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: Director of Technology

PRINT TITLE: Vice President, Sales

DATE SIGNED: 7/15/2015

DATE SIGNED: January 30, 2015

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

eSchoolPLUS		Software	
		License Fee	2nd Year Maintenance
(1)	Applications		
(8)	Mobile Connector	4,946	858
(9)	Mobile Family Module	4,261	740
Subtotal Proposed Applications:		\$9,207	\$1,598

eSchoolPLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 8 The Mobile Connector is available for iOS and Android devices.
- 9 Requires Mobile Connector.

Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

2. PROFESSIONAL SERVICES

eSchoolPLUS		Professional Services	
		Training Days	Price
	Mobile Connector	-	-
	Mobile Family Module	-	-
Subtotal Proposed Services:		-	\$0



CLIENT PROFILE DOCUMENT

Salesperson:	Mary Toner	Date Submitted:	By 12/12/2016
Client Name:	Hinsdale 86,IL <i>CUST# 1511</i>	Enrollment:	4500
Existing Client:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Type:	New Contract <input type="checkbox"/> Addendum <input checked="" type="checkbox"/> Migration <input type="checkbox"/> Other <input type="checkbox"/>
Deployment:	Traditional <input checked="" type="checkbox"/> SaaS <input type="checkbox"/> SaaS migration <input type="checkbox"/> Application Hosting <input type="checkbox"/> RSA <input type="checkbox"/> Application Backup <input type="checkbox"/> Temporary Hosting <input type="checkbox"/> Enhanced SaaS/ASP Access <input type="checkbox"/>		
Products:	eSP <input checked="" type="checkbox"/> IEP <input type="checkbox"/> PerfPLUS <input type="checkbox"/> BP <input type="checkbox"/> eFP <input type="checkbox"/> eFP 5.1 Upgrade <input type="checkbox"/> Services Only <input type="checkbox"/> 3rd Party Products <input type="checkbox"/>		
PLUS 360 Integration included:	eSP <input type="checkbox"/> IEP <input type="checkbox"/> PP <input type="checkbox"/> BP <input type="checkbox"/> eFP <input type="checkbox"/> Third Party <input type="checkbox"/>		
Performance Bond Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	# of Employees: (Required for BP/eFP Sales)	
Background/Security Check Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	# of Users: (Required for BP/eFP Sales)	
Target Date for Contract Execution:	ASAP	Time Zone of Client:	

Key Addresses	
Contract Address:	5500 S. Grant Street Hinsdale, IL 60521
Billing Address:	same as above
Shipping Address:	same as above

Contract Contact Information (who will be signing the contract)	
Name & Title:	Tim Hohman
Phone Number:	630.655.6155
Fax Number:	
Email address	thohman@hinsdale86.org

Technical Contact Information	
Name & Title:	same as above
Phone Number:	
Fax Number:	
Email address	

Project Manager Contact Information	
Name & Title:	same as above
Phone Number:	
Fax Number:	
Email address	

FOR ACCOUNTING USE:

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SALES HANDOFF

BACKGROUND

- List any relevant client or sales related background information here (key reasons for changing; leadership structure; goals of the project, etc)

ADMIN APP

- Please list the name of the client project sponsor(s) who were influential in selecting our solution :

- Please list the product consultant(s) who demoed to the client:

- List anything that came up during the demonstration(s) or conversations with the customer that might cause problems during the implementation (i.e. workarounds that were suggested):

- Were any sample forms/documents provided to the client during the sales process? If so, please provide copies to the SunGard K-12 Education Project Manager. Yes No

- What product(s) are they moving off of:

IMPLEMENTATION EXPECTATIONS

- List any software implementation expectations or product functionality that is key (i.e. Workflow, Regulatory, etc.):

- Select the level of project management: Remote Onsite Full-Time Onsite Half-Time

- Select the implementation approach: Express OnTrack Mixed

- Provide the target go live date(s):

ASAP

- Are there any implementation timeline specific expectations?

DEVELOPMENT COMMITMENTS OF CONTRACT

- Are there any customizations expected by the client with this contract? Yes No
- For regulatory reporting, is this a new state? Yes No

TERMS OF CONTRACT

- Are there any special payments terms or discounts for:
 - License fees? Yes No
 - SaaS fees? Yes No
 - Services? Yes No
 - Expenses? Yes No
 - Escalation limits? Yes No
 - Other (list below)? Yes No

- Are the services a fixed fee? Yes No
- Were any additional services added to the contract? Yes No
- Is travel bundled within the services rate or capped? Yes No
- Are receipts required for Travel and Living Expenses Yes No
- Are there milestone payments? Yes No
- Is there a retainage on payments? Yes No

ADDITIONAL INFORMATION

- Provide any additional information that may be useful for the project/implementation team:

CONTRACT NO. 2691

SunGard Public Sector LLC an FIS Company
d/b/a "SUNGARD K-12" formerly known as SunGard Public Sector Inc. d/b/a
SunGard K-12 Education

AMENDMENT AND ADDENDUM

Client:

Hinsdale Township High School District 86
55th & Grant Street
Hinsdale, IL 60521
Telephone: (630) 655-6155
Fax: (630) 325-9153
Attn: Tim Hohman

Licensor:

SunGard K-12
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 and Client agree to amend their existing agreement, dated May 12, 1995 ("Agreement"), to add the following as attached hereto and part of this Amendment and Addendum.

LIMITATIONS OF LIABILITY.

I. FOR SOFTWARE LICENSE AND CONSULTING SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT.

II. FOR TERM LICENSES AND CONSULTING SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ANNUAL FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

Additional Definitions.

"Appendix" means, a schedule attached to this Agreement that is marked as an "Appendix." The Appendices to this Agreement are identified serially.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Our warranty services and Our Maintenance program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs that is identified in any Exhibit or to an Order Form as a "Component System or "Licensed Software" "System" or "Licensed System". A Component System includes all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements, derivative works and enhancements to and all Intellectual Property Rights for that Component System.

"Consulting Services" means, to the extent applicable, the tasks and professional services to be provided to You by Us as specified in the applicable Order Form. By way of example, and not limitation, Consulting Services may include the following professional services: consulting services, managed services, installation services, training, value added services, custom programming assistance, and specialized support services.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date of the applicable Order Form or the anniversary of that Execution Date, and ending one (1) year thereafter.

"Custom Modification" means a change that We make at Your request to any Component System in accordance with a specification that We create, but without any other changes whatsoever by any person or entity. Each Custom Modification for which We are going to provide You with Improvements will be identified in the applicable Order Form.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Client has given Us enough information to enable Us to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Our control.

"Enhancements" means general release changes to a Baseline Component System or Custom Modification which increase the functionality of that Baseline Component System or Custom Modification.

"Execution Date" has two meanings: For this Agreement, the Execution Date is the latest date shown on the signature page of this Agreement; and for each Order Form, the Execution Date is the latest date shown on the signature page of that Order Form.

"Exhibit" means a schedule attached to an Order Form that is marked as an "Exhibit." The Exhibits to an Order Form will be identified in serial form.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases that We provide under an Order Form.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Maintenance" means using reasonable efforts to provide Client with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in the Exhibits.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Order Form" means a document that You and We will sign in each instance in which We are providing you with a license, or Consulting Services, or System Services, or Improvements for a Component System. Each Order Form is entered into pursuant to the terms and conditions of this Agreement, and may contain additional legal terms, and will always contain business terms – such as fees and payment schedules – for each licensing and services engagement. Each Order Form shall be

attached hereto as an Appendix identified in serial form

“Software” refers to those Component Systems in the aggregate that We have licensed to You.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

“System Services” means the services to be provided to You by Us in connection with an Term License. The specific System Services will be provided for in the applicable Order Form.

“Term License” means a license for use of Software that We grant to You for a specified period. The duration of each Term License will be specified in the Order Form pursuant to which the Term License is granted.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

- 1. Software (Perpetual License)
 - i. eSchoolPLUS
- 2. Professional Services
 - i. eSchoolPLUS
- 3. Hardware Components
- 4. System Requirements
 - i. eSchoolPLUS
- 5. Pricing Notes

EXHIBIT C: MAINTENANCE AND SUPPORT

- 1. Software (Perpetual License)

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A. IF any provision of this Amendment conflicts with any provision of the Agreement, the terms of this Amendment will be controlling.

Delivery Date is the date on which SunGard K-12 first ships the Component System to the Delivery Address F.O.B. SunGard K-12’s place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Hinsdale Township High School District 86 SunGard Public Sector LLC


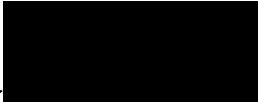
BY: _____		BY: _____	
PRINT NAME: _____	Tim Hohman	PRINT NAME: _____	Adam R. Eberle
PRINT TITLE: _____	Director of Technology	PRINT TITLE: _____	Chief Commercial Officer
DATE SIGNED: _____	12/14/2016	DATE SIGNED: _____	December 14, 2016

EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

1	Perpetual (Software License) (refer to Exhibit B for detail) eSchoolPLUS 100% due upon Software Delivery	\$2,621	\$2,621
2	Hardware Components (refer to Exhibit B for detail) Including Installation and Integration 100% due upon Execution Date		\$750

TOTAL SOFTWARE AND SERVICES ⁽¹⁾:	\$3,371
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¹ Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE

1	Perpetual Software Maintenance	\$455
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TOTAL YEAR 2 MAINTENANCE:	\$455
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EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

eSchoolPLUS		Software	
(1)	Applications	License Fee	2nd Year Maintenance
(9)	Mobile Admin Module	2,621	455
Subtotal Proposed Applications:		\$2,621	\$455

eSchoolPLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 9 Requires eSchoolPLUS Mobile Connector.

Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

2. PROFESSIONAL SERVICES

eSchoolPLUS		Professional Services	
		Training Days	Price
	Mobile Admin Module	-	-
Subtotal Proposed Services:		-	\$0

3. HARDWARE COMPONENTS

		Hardware Components	
	Hardware Equipment and Services		Cost
	Installation Services		\$750

4. SYSTEM REQUIREMENTS

eSchoolPLUS	System Requirements
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Mobile Requirements:

Mobile Admin Module:

Android - current release plus 1 prior version

iOS - current release plus 1 prior version

Current system requirements, subject to change.

5. PRICING NOTES

- 1 SunGard K-12's pricing for services are billed as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a blended learning approach; comprised of instructor led onsite, distance learning (via WebEx), with ongoing self-paced review via eLearning if available. Your Project Manager will work with you to determine the optimum blend of onsite versus distance training during the Planning Meeting based on your needs.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 and Client and as documented in a training agenda that will be sent to the Client. SunGard K-12's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12's current Professional Services rates are as follows:
 - Training Rate: 1,280 per day.
 - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
 - Custom Programming Rate: 1,500 per day.
 - Project Management / Business Process Review / Consulting / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

EXHIBIT C: MAINTENANCE AND SUPPORT

1. Software (Perpetual License)

i. Services to be Provided

- a. Provide standard product enhancements when and as the same are developed by SunGard K-12 at our sole discretion; SunGard K-12 will make available to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Software licensed by Client.
- b. Provide programming modifications and support for the Regulatory Software identified in these Exhibits. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.
- c. Provide assistance to Client in the use of the SunGard K-12 Application Software via telephone inquiries to SunGard K-12's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.
- d. Investigate errors in the intended capabilities of SunGard K-12 Application Software upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors. SunGard K-12 will distribute to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Software licensed by Client.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 and Client.

In the event Maintenance is terminated and then reinstated, Client will pay for Maintenance fees that would have been chargeable during the period between termination and reinstatement.

e. Exclusions

1. **System Requirements.** SunGard K-12 solutions are designed to function at optimum levels when integrated with dedicated hardware resources. The addition of non-SunGard K-12 provided software may adversely affect the performance or functionality of the SunGard K-12 provided applications. Accordingly, SunGard K-12 will not be responsible for system malfunctions or loss of functionality caused by the addition of non-SunGard K-12 provided applications or utility software. Applications that alter the basic architecture of the operating environment such as VMWare, will be supported, however SunGard K-12 PLUS Solutions were written to run natively under the host operating system. As such, we do not routinely or rigorously test our applications, or those of our partners, under such third-party applications. SunGard K-12 will use commercially reasonable efforts to investigate potential issues with the application software running in conjunction with the VMWare. As part of that investigation, SunGard K-12 may require the issue to be reproduced independently from the hardware virtualization software. Should issues be reported that can reasonably be linked to the virtual hardware environment, SunGard K-12 will make reasonable and

commercially viable efforts to resolve the issue, as long as it can be done in such a way as to not affect the same software when run natively. Corrective measures for malfunctions caused by such additions will be at the option of SunGard K-12 and will be billable at SunGard K-12's then-current hourly rate.

ii. Client Responsibilities

Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 SecureLink gateway. A "super-user" system log-in account with privileges for SunGard K-12's use in support of this agreement is also required.

- a. Client will be responsible to provide a CD/DVD drive which may be used to install new software releases, updates, enhancements, and the like.
- b. Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 data elements.
- c. Client will designate, by name, a limited number of individuals for the purpose of logging calls with SunGard K-12 central support. Client will appoint one of these individuals to serve as central liaison between SunGard K-12 technicians and other named callers or Client end users.
- d. Client is obligated to fulfill the responsibilities of system administrator as identified in these Exhibits. This may be accomplished as part of the central liaison's job responsibilities or by contracting with SunGard K-12 for Remote System Administration Services.

Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software

iii. System Administration Job Responsibilities

System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture as well as a firm knowledge of Client's site-specific network configuration.
- Understanding of general computer concepts such as relational database, operating systems, application software, and current programming languages and tools.
- Strong verbal and written communication skills with administrators, programmers, and system maintenance personnel.
- Understanding of the importance of data integrity and security (file backups and password control).
- Understanding of Client's organizational requirements for the Licensed Software.

Client system administration responsibilities include, but are not limited to, the following:

General Responsibilities:

- Sole responsibility for communications with SunGard K-12 Maintenance personnel.
- Provide first level support to end users and manage support calls.
- Upgrade system software in conjunction with SunGard K-12 and the computer hardware manufacturer.
- Manage workload.
- Train department personnel to use Report Writer.
- Maintain Documentation.
- Diagnose and resolve minor hardware problems.
- Maintain currency on Maintenance, including ongoing subscription to SunGard K-12 Maintenance program and maintenance/support programs for third party dependencies.
- Implement and manage disaster recovery plan.
- Manage third party support contracts as well as update and install third party products.
- Manage support calls.
- Attend appropriate system management classes as required.

Operating System/Network Administration:

- Install, configure and maintain Client desktop software, including network software (e.g., OS, Browser, and TCP/IP).
- Monitor operating system and modify operating system parameters as required. *
- Create and maintain cron jobs, scheduled tasks, maintenance plans, or other batch processes. *
- Verify software licensing. *
- Install operating system patches. *
- Install, configure and maintain Sendmail.
- Install/reinstall operating system as required.
- Develop backup strategy, manage the file system backup process and procedures, maintain backup scripts and verify backups execute properly on a daily basis. *
- Maintain on and off site storage of backup media.
- Restore files, file systems or databases as required. *
- Monitor system performance and tune operating system parameters for maximum efficiency. *
- Monitor disk and file system utilization/permissions and adjust to meet site requirements. Backup or delete temporary files and logs as appropriate. *
- Maintain login scripts.
- Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
- Configure communication port(s). *
- Set or modify IP address. *
- Install microcode or firmware updates as required.
- Monitor hardware reliability, check error logs, and initiate corrective action when warranted. *
- Create and maintain printer configurations, print queues and virtual printers. Setup and manage print spooler.

- Maintain access to server(s) for support (i.e., Internet and backup modem access).
- Create or modify default gateway.
- Maintain Active Directory.
- Maintain connectivity of host to LAN.
- Evaluate application software utilization and setup.
- Load application software updates and existing hardware customizations, if any.
- Recompile applications as required.
- Install and configure IIS. *
- Install and configure .Net Framework. *

Database Administration

- Maintain database security and access/permissions.
- Backup and restore specific databases or entire database environment. *
- Backup and restore specific tables within database(s). *
- Import or export databases as required. *
- Monitor and modify data allocation. *
- Add DB space.
- Create test (or other special purpose) databases as required.
- Maintain maintenance plans.
- Manage transaction log files, backup and restoration of log files.
- Perform checks for data consistency. *
- Monitor database table extents and adjust as needed. *
- Update database statistics and table indices. *
- Maintain production and test databases.
- Configure, upgrade and install database software.
- Verify software licensing and maintain currency on support agreements, software licensing and documentation.
- Monitor database engine performance and tune as needed. *
- Monitor database size and growth. *
- Manage database product support calls.
- Attend appropriate database classes for system administration, SQL, and database tuning.

System Security

- Ensure data and equipment security (physical and electronic).
- Monitor system access via modem or Internet.
- Investigate attempted security breaches. *
- Monitor application software utilization and setup to ensure authorizations are administered correctly. *
- Monitor file and database permissions and accounts. *
- Acquire, install and maintain anti-virus, anti-malware or any other necessary software (firewalls etc.) to ensure adequate security for the application environment and user data.

SunGard K-12 offers telephone support agreements for operating system, database and utility software packages to assist the Client system administrator in the execution of basic and advanced administrative functions. For Clients who contract with SunGard K-12 for these services, we will provide additional assistance (via remote Internet or dial access) for the basic functions designated with an asterisk (*) in the above list for the first six months subsequent to installation (operating system, database software, utility software, application software) by SunGard K-12. After six months, Clients who do not contract with

SunGard K-12 for Remote System Administration Services will be invoiced on a per-call basis when SunGard K-12 is required to perform basic administrative tasks via remote access on behalf of the Client system administrator.