



# Quote

|              |                                                      |                   |                             |
|--------------|------------------------------------------------------|-------------------|-----------------------------|
| Contact Name | Chris Brazer                                         | Quote Number      | 00017956                    |
| Account Name | Choctaw-Nicoma Park SD (OK, 73020)                   | Prepared By       | Mona Johnston               |
| Bill To      | 12880 N.E 10Th<br>Choctaw, OK 73120<br>United States | Email             | mona.johnston@classlink.com |
|              |                                                      | Phone             | (281) 716-5713              |
|              |                                                      | Expiration Date   | 7/1/2024                    |
|              |                                                      | Renewal           | 7/1/2024 - 6/30/2025        |
|              |                                                      | Subscription Term |                             |
|              |                                                      | Grand Total       | \$21,835.56                 |

| Product                                                                 | Product Description                                                           | Sales Price | Quantity | Total Price |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------|----------|-------------|
| RENEWAL - ClassLink Annual Roster Server Hosting (5,001 - 10,000 users) | ClassLink Annual Roster Server Hosting Renewal License (5,001 - 10,000 users) | \$750.00    | 1.00     | \$750.00    |
| RENEWAL - ClassLink LaunchPad License                                   | ClassLink Annual LaunchPad Renewal License                                    | \$3.70      | 6,332.00 | \$23,428.40 |
| RENEWAL - Reseller Discount                                             | ClassLink Annual Renewal License - Reseller Discount                          | -\$0.37     | 6,332.00 | -\$2,342.84 |

Total Price      \$21,835.56

Providing excellent products and services at great cost value to our customers continues to be a key goal at ClassLink. Due to increased costs and our intent to continue to provide quality services, pricing changes have become necessary. **The quote above includes the price changes, which are effective 07/01/2023.**

Proposal supersedes all other proposals. Email purchase order to [billing@classlink.com](mailto:billing@classlink.com)

# **+imageNet** Consulting

Service Level Agreement

For

**Choctaw-Nicoma Park Schools**

April 29, 2024

### **Chronically Failing Equipment**

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

### **Term of Agreement**

This Agreement is effective upon the date signed, shall remain in force for one year ("Initial Term"). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

- ▶ This Agreement automatically renews for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.
- ▶ This Agreement may be terminated by either party if the other Party:
  - Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
  - Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- ▶ If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. The client agrees to pay ImageNet the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

### **Taxes**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

### **Limitation of Liability**

In no event shall ImageNet be held liable for indirect, special, incidental, or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

### **Confidentiality**

ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services and will use best efforts to protect against unauthorized use.

### **Miscellaneous**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue shall exclusively lie in the County of Oklahoma, City of Oklahoma City. It constitutes the entire Agreement between Client and ImageNet for services listed in "Appendix B." This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, ImageNet shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

## Appendix A

## Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

| Trouble                                                                                                        | Priority | Response time<br>(in hours) * | Resolution time<br>(in hours) * | Escalation threshold<br>(in hours) |
|----------------------------------------------------------------------------------------------------------------|----------|-------------------------------|---------------------------------|------------------------------------|
| Service not available (all users and functions unavailable).                                                   | 1        | Within 1 hour                 | ASAP – Best Effort              | 2 hours                            |
| Significant degradation of service (large number of users or business critical functions affected)             | 2        | Within 4 hours                | ASAP – Best Effort              | 8 hours                            |
| Limited degradation of service (limited number of users or functions affected, business process can continue). | 3        | Within 24 hours               | ASAP – Best Effort              | 48 hours                           |
| Small service degradation (business process can continue, one user affected).                                  | 4        | Within 48 hours               | ASAP – Best Effort              | 96 hours                           |

## Support Tiers

The following details and describes our Support Tier levels:

| Support Tier   | Description                                                                                                                                                                                                                                                                                  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tier 1 Support | All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet                                                               |
| Tier 2 Support | All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor                                                       |
| Tier 3 Support | Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues. |

## Service Request Escalation Procedure

- ▶ Support Request is received.
- ▶ Trouble Ticket is created.
- ▶ Issue is Identified and documented in Help Desk system.
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

## If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution.
- ▶ Quality Control – Issue is verified to be resolved.
- ▶ Trouble Ticket is closed after complete problem resolution details have been updated in Help Desk system.

## If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

