

This Agreement shall be posted on the CPS website.

**AGREEMENT
FOR WEB FILTERING SERVICES
(iboss Inc.)**

This **AGREEMENT FOR WEB FILTERING SERVICES** (this "**Agreement**"), is made and entered into as of 1st day of April, 2016 (the "**Effective Date**"), between the Board of Education of Chicago, commonly known as Chicago Public Schools, a body corporate and politic, organized under the laws of the State of Illinois, with offices at 42 W. Madison, Chicago, IL 60602 (the "**Board**" or "**CPS**") and iboss, Inc., doing business as iboss Cybersecurity, with principal place of business located at 4110 Campus Point Court, San Diego, CA 92121 ("**iboss**").

RECITALS:

- A. The Board issued Request for Proposal No. 15-350036 (the "RFP") in which the Board's Department of Information and Technology Services ("ITS") sought proposals for web filtering services;
- B. iboss responded to the RFP;
- C. iboss has demonstrated expertise in providing services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services, and is desirous of providing such services for the Board; and
- D. The Board chose iboss to provide the services described in this Agreement and the parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be furnished by iboss.

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Term of Agreement:** This Agreement is for a term commencing on its Effective Date and continuing through March 31, 2019 ("**Term**"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew the Agreement for additional one year periods each upon the same terms and conditions as those within this Agreement (each a "**Renewal Term**").
2. **Scope of Services:** iboss agrees to provide the Services as described in this Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in the Scope of Services attached to and incorporated into this Agreement as Exhibit A and other documents attached to this Agreement by agreement of the parties, as may be amended in accordance with the terms of this Agreement, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the scope of Services. Any such changes, including but not limited to any increase or decrease in iboss's compensation, shall be in accordance with the Change Management Process described in this Agreement and shall be documented by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.
3. **Compensation, Purchase Orders and Payment:**
 - 3.1. **Compensation:** iboss shall be compensated in accordance with the pricing set forth in the Schedule of Pricing, which is attached and incorporated into this Agreement as Exhibit B. The total maximum compensation payable to iboss during the Term shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("**Maximum Compensation Amount**"), as authorized by Board Report 16-0127-PR11, as may be amended. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a

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guaranteed payment. The Board shall not reimburse for any expenses. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and iboss shall refund promptly to the Board any payments received for Services and deliverables not provided.

4.2 **Billing and Payment Procedures:** All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include your vendor name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by iboss)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the services rendered and/or goods delivered
- Date the services were provided and/or goods were delivered to CPS
- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If iboss has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services provided under this Agreement.

4.3. **Electronic Payments:** iboss agrees that, at the Board's sole discretion, the Board may make payment electronically to iboss for any and all amounts due by means of the Board's procurement charge card account. iboss recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. iboss further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. iboss agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

4. **Personnel:** iboss agrees to assign and maintain during the Term of this Agreement and any Renewal Terms, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, and qualified to perform the Services. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for iboss is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct iboss to remove that person from performing Services under this Agreement.

5. **Standards of Performance:** iboss shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply all Services effectively and efficiently and to the satisfaction of the Chief Information Technology Officer. iboss shall retain and utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. iboss shall use efficient business administration methods and perform the Services in a

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professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. iboss acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, that with respect to that information, iboss agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve iboss of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. iboss shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by iboss or its subcontractors or others on its behalf.

6. **Change Management Process:** During the Term of this Agreement, the parties may determine that change(s) to the scope of Services or other terms of this Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented.

6.1. **Material Revision:** A material revision includes but is not limited to: (i) increasing the cost of the Services to be provided during the Term of this Agreement beyond the Maximum Compensation Amount identified in this Agreement, as may be amended; (ii) substantial reduction in the scope of Services; (iii) substantial expansion of the Services to be provided beyond the scope of Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; or (v) change or modification to the legal terms and conditions or the Board's rights, remedies, liabilities, risks, and obligations as between iboss and the Board. A material revision requires a written amendment to the Agreement approved by the Board and the Board's General Counsel. Any material revision that is not documented and approved as set forth above shall be considered null and void with no legal effect.

6.2. **Change Orders:** If the proposed change does not amount to a material revision, the Board's Chief Information Technology Officer and iboss's authorized representative shall agree in writing to Change Orders before the changes take effect. All Change Orders shall contain a detailed written description of the change in the Services and any associated price reduction. Any Services provided pursuant to a Change Order will be subject to and comply with the terms of this Agreement. The Board shall consider any Change Order to be null and void, in whole or in part, to the extent that it seeks to modify or amend any legal terms, conditions or provisions; shifts risks, liabilities or obligations between the parties; or otherwise constitutes a material revision to the detriment of the Board without the proper written agreement and approval as set forth in this Agreement.

7. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify iboss and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to iboss except that no payment shall be made or due to iboss under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

8. **Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:**

8.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time upon thirty (30) days' written notice. After notice is received, iboss

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must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

iboss must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement. iboss shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against iboss or the Board to the extent inconsistent with this provision.

8.2. Suspension of Service: The Board may, upon fifteen (15) calendar days' written notice, request that iboss suspend supplying Services in whole or part. iboss shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and iboss. Responsibility for any additional costs or expenses actually incurred by iboss as a result of remobilization shall be determined by mutual agreement of the parties.

8.3. Events of Default: Events of default ("**Events of Default**") include, but are not limited to, any of the following:

- a. Any action or failure to act by iboss that affects the safety and/or welfare of students or Board staff;
- b. Any material misrepresentation by iboss in the inducement of the Agreement or the performance of Services;
- c. Breach of any agreement, representation or warranty made by iboss in the Agreement;
- d. Default by iboss under any other agreement iboss may have with the Board;
- e. Assignment by iboss for the benefit of creditors or consent by iboss to the appointment of a trustee or receiver or the filing by or against iboss of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing; or
- f. Failure of iboss to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - (1) Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 - (2) Failure to perform any portion of the Services in the manner specified in this Agreement;
 - (3) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (4) Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - (5) Failure to perform the Services in a manner satisfactory to the Board, or inability to perform the Services satisfactorily for reasons within iboss's reasonable control;

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- (6) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

8.4. **Remedies:** The Board in its sole discretion may declare iboss in default if iboss commits an Event of Default. The Chief Procurement Officer may in her or his sole discretion give iboss an opportunity to cure the default within a certain period of time (the "*Cure Period*"). The Chief Procurement Officer shall give iboss written notice of the default, either in the form of a cure notice ("*Cure Notice*") or, if no opportunity to cure is granted, a default notice ("*Default Notice*"). If the Chief Procurement Officer gives a Default Notice stating that the Chief Procurement Officer has decided to terminate this Agreement, then that decision is final and effective on giving of the notice or on the date set forth in the notice, whichever is later.

The Chief Procurement Officer may give a Default Notice if iboss fails to effect a cure within the Cure Period given in the applicable Cure Notice, as may be extended in writing at the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate this Agreement in a subsequent Default Notice.

When a Default Notice is given, iboss must discontinue all Services unless otherwise specifically directed in the notice, and iboss must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- a. The right to take over and complete the supply of Services or any part thereof, either directly or through others, as agent for and at the cost of iboss. In such an event, iboss shall be liable to the Board for any excess costs incurred by the Board. Any amount due iboss under this Agreement or any other agreement iboss may have with the Board may be offset against amounts claimed due by the Board;
- b. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board;
- c. The right to suspend the performance of Services during the Cure Period if the default results from iboss's action or failure to act which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, iboss shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- d. The right to specific performance, an injunction or any other appropriate equitable remedy;
- e. The right to receive from iboss any and all damages incurred as a result or in consequence of an Event of Default;
- f. The right to money damages;
- g. The right to withhold all or part of iboss's compensation under this Agreement; and
- h. The right to use an Event of Default as a basis to deem iboss non-responsible in future contracts to be awarded by the Board pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended.

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The Board may elect not to declare iboss in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits iboss to continue to perform the Services despite one or more Events of Default, iboss shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision above.

8.5. Turnover of Documents and Records: Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, iboss shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that iboss may keep a copy of such information necessary for its own records, subject to other restrictions contained in this Agreement regarding the retention and use of this information.

9. License, Implementation, Hosting, and Support:

9.1. License: iboss hereby grants to the Board a non-exclusive, worldwide, nontransferable perpetual, royalty-free (except for fees specified in this Agreement) license to use, through the Term of this Agreement, including any Renewal Terms, the iboss Secure Web Gateway Platform ("Solution") as more fully described in the Scope of Services. The Solution includes any software, applications, coupled hardware, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Solution as proposed by iboss and accepted by the Board. The Solution and any accompanying documentation shall at all times remain the sole and exclusive property of iboss or, alternatively, the sole and exclusive property of a third party from whom iboss has obtained all necessary rights and permissions to sub-license the Solution to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Solution outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Solution (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Solution except as permitted under this Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Solution without the prior written consent of iboss.

9.2. Permissible Board Actions: Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from iboss's Services with other vendors of the Board as part of the Board's ordinary operations.

9.3. Implementation of the Solution: The Solution is an integral component of the Services provided pursuant to this Agreement. Therefore, where appropriate, the term "Services" shall be understood to include the Solution. iboss shall provide any necessary installation, configuration, and implementation Services for the Solution as described in the Scope of Services, as may be amended in accordance with the Change Management Process

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set forth in this Agreement, so that the Solution is accessible through the Board's computer systems.

9.4. **Licensed Users:** iboss shall provide a username and password for each licensed user of the Solution, if applicable. "Licensed Users" or "Board Users" means those schools, classrooms, or administrators, teachers, and other identified individuals licensed to access the Solution. The maximum number of Licensed Users shall be identified in the applicable Purchase Order(s).

9.5. **Hosting of the Software and Board Data:** As part of the Services and Solution provided pursuant to this Agreement, iboss shall host the Solution on hardware, components and equipment (collectively "Infrastructure") that iboss shall provide at its own cost (collectively, the "Hosting Services"). iboss, on its own or through subcontractors, shall be solely responsible for the continued operation of the Solution through the Term and any Renewal Terms. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Solution and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

9.6. **Solution Maintenance and Support:** During the Term of this Agreement and any Renewal Terms, iboss shall be solely responsible for maintenance and support of the Solution and its accessibility to the Board.

9.7. **Controlling Agreement:** The Board shall not be bound by the terms and conditions contained in any clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement or any other agreement or license contained or referenced in the Solution or any quote provided by iboss. Even if a Board user agrees to any agreement or license contained or referenced in the Solution or a quote from iboss, iboss acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Rather, iboss acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by both parties and the Board's General Counsel.

9.8. **Compatibility and Data Flow:** iboss shall ensure that the Solution and Services allows data to flow properly between the hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"), iboss, and such other third party environments as may be necessary for the Board's requirements. iboss must ensure that any other resources that are provided by iboss, incorporated by iboss, or approved or recommended by iboss for use by the Board in connection with the Solution and Services, be fully compatible with, and must not materially and adversely affect the Board Resources, or be materially and adversely affected by each other. At all times, iboss must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:

- a. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Solution and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;

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- b. Providing information concerning the Solution, Services, data, computing environment, and technology direction used in implementing and the Solution and Services as may be necessary for troubleshooting and resolution of the problem;
- c. Working with the Board's other service providers in the implementation and integration of the Solution and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Solution and Services;
- d. Providing reasonable access to and use of the Solution and Services; and
- e. Performing other reasonably necessary tasks in connection with the Solution and Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Solution and Services provided by iboss, such particular service or function shall be considered to be a part of the Solution and Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of iboss's Services, as set forth in this Agreement, and it more reasonably would be associated with the scope of iboss's Services than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of iboss to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information.

iboss shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Solution or Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by iboss or iboss's Solution or Services, shall be the sole responsibility of the Board.

10. Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:

10.1. Confidential Information: In the performance of the Agreement, iboss may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to proprietary information, student data, employee data, contractor data, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to iboss. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of iboss; (ii) made available to iboss by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by iboss to have been independently developed or obtained by iboss without violating the confidentiality obligations of this Agreement and any other agreements with the Board.

10.2. Use of Confidential Information: iboss shall:

- a. Only use Confidential Information for the sole purpose of delivering the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information for said purpose. Notwithstanding the foregoing, as described in the Compliance with Laws Section, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").

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- b. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board for any purpose outside the terms of this Agreement without the prior written consent of the Board.

10.3. Transmitting and Storing Confidential Information: When transmitting and storing the Board's Confidential Information, iboss shall use commercially reasonable best efforts, but at a minimum with no less protection than iboss uses to protect its own confidential information. When transmitting and storing the Board's Confidential Information that is personally identifiable ("Personally Identifiable Confidential Information"), iboss shall:

- a. When mailing physical copies of Personally Identifiable Confidential Information, send the Personally Identifiable Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b. Only electronically transmit, mail, or store Personally Identifiable Confidential Information on electronic media, such as CDs, DVDs, electronic tape, flash drives, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Any media containing Personally Identifiable Confidential Information shall only be mailed in accordance with the provisions of Section 10.3(a) above;
- c. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Personally Identifiable Confidential Information with the Encrypted Confidential Information;
- d. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Personally Identifiable Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. iboss shall not leave Personally Identifiable Confidential Information unsecured and unattended at any time;
- e. Password protect any desktop, laptop or any other device that contains Personally Identifiable Confidential Information. Additionally, any desktop or laptop that contains Personally Identifiable Confidential Information shall have its full hard drive Encrypted. iboss shall not leave any desktop, laptop, or any other device unattended without enabling a screen-lock or otherwise blocking access to the desktop, laptop, or other device. iboss shall ensure that no password or other information sufficient to access a desktop, laptop, or other device containing Personally Identifiable Confidential Information is attached to or located near the desktop, laptop, or other device at any time.
- f. Store Personally Identifiable Confidential Information on a proprietary file server that is: (i) based in the continental United States; and (ii) not shared by other entities including, but not limited to, other departments of iboss. iboss shall ensure the security of the Personally Identifiable Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, iboss shall use standard security protocols and mechanisms to protect the exchange and transmission of Personally Identifiable Confidential Information.

10.4. Dissemination of Information: Other than as may be required for the performance of the Services in accordance with this Agreement, iboss shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If iboss is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information, which may be in iboss's possession as a result of Services and/or materials supplied under the Agreement, iboss shall immediately give notice

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to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. iboss shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

10.5. Press Release; Publicity: iboss shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance of Services without the prior express written consent of authorized representatives of the Board. Furthermore, iboss may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.

10.6. Return or Destruction of Confidential Information: iboss shall, at the Board's option, destroy or return all Confidential Information to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless iboss receives permission in writing from the Board's Chief Accountability Officer or his/her designee that iboss may retain certain Confidential Information for a specific period of time. In the event the Board elects to have iboss destroy the Confidential Information, iboss shall provide an affidavit attesting to such destruction. iboss shall delete a specific student's data upon the written request of the Board.

10.7. Unauthorized Access, Use or Disclosure: If iboss has knowledge of any unauthorized access, use and/or disclosure of Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four (24) hours from iboss receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use, or disclosure, including, if required under any federal or state law, providing notification to the affected persons. iboss shall bear the losses and expenses (including attorneys' fees) associated with a breach of Confidential Information, including without limitation any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach, including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. iboss shall include this provision in any and all agreements they execute with subcontractors performing Services under this Agreement.

10.8. Employees, Agents, and Subcontractors: iboss agrees to provide its employees, agents, and subcontractors only such Confidential Information that is necessary for the performance of Services pursuant to this Agreement and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by iboss.

10.9. Injunctive Relief: In the event of a breach or threatened breach of this Section, iboss acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, iboss agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such

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breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

10.10. **Survival:** The provisions of this Section shall survive the termination or expiration of this Agreement.

11. **Intellectual Property:**

11.1. **Intellectual Property Defined.** Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services under this Agreement.

11.2. **Board's Intellectual Property.** iboss agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. Any intellectual property or other documents and materials created by the Board in connection with the Services ("Board Materials") shall be and remain the property of the Board. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing iboss intellectual property that is delivered to the Board as part of the Services. iboss shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Upon written agreement between the parties, iboss may be licensed to use the Board's intellectual property for specifically defined uses and terms.

11.3. **iboss's Intellectual Property.** All intellectual property possessed by iboss prior to, created in, or concurrently with the performance of Services under this Agreement shall be and remain at all times "iboss's intellectual property", provided that none of the Board's Confidential Information is used or disclosed in iboss's intellectual property. In the event that any Confidential Information is used or disclosed in any intellectual property, the Board shall have full and exclusive ownership rights to such intellectual property. Other than as may be expressly stated elsewhere in this Agreement, iboss grants to the Board a perpetual, royalty-free (other than the fees identified in this Agreement), non-transferable license to use such of iboss's intellectual property as may be necessary for the receipt and use of Services through the Term of this Agreement, including any Renewal Terms.

11.4. **Third Party Intellectual Property.** iboss represents and warrants to the Board that iboss, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.

11.5. **Survival.** The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

12. **Representations and Warranties of iboss:** iboss represents and warrants that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement and any Renewal Terms:

12.1. **Licensed Professionals:** iboss is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which iboss, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

12.2. **Compliance with Laws:** iboss is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-

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discrimination. Further, iboss is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

12.3. **Good Standing:** iboss is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the Effective Date of this Agreement.

12.4. **Authorization:** In the event iboss is an entity other than a sole proprietorship, iboss represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of iboss is duly authorized by iboss and has been made with complete and full authority to commit iboss to all terms and conditions of this Agreement which shall constitute valid, binding obligations of iboss.

12.5. **Financially Solvent:** iboss warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

12.6. **Gratuities:** No payment, gratuity or offer of employment was made by or to iboss in relation to this Agreement or as an inducement for award of this Agreement.

12.7. **Contractor's Disclosure Form:** The disclosures in the Contractor Disclosure Form, previously submitted by iboss, are true and correct. iboss shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

12.8. **Criminal History Records Search:** iboss represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on any and all volunteers, employees, agents and subcontractors who may have contact with CPS students (collectively "Staff") in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/101 *et seq.*); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*) ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:

- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
- (b) A check of the Illinois Sex Offender Registry; and
- (c) A check of the Violent Offender Against Youth Registry.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punished as a felony under the laws of Illinois.

iboss shall not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended. Within fifteen (15) business days before any Staff has contact with any CPS students and on or before this Agreement's anniversary date(s) during the Term and any Renewal Term, iboss shall submit a written report to CPS's Chief

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Officer of Safety & Security and/or its Deputy Chief of Network Security ("CPS Safety Officer"). The report shall include at least the following information:

- 1) The specific method of completing the Records Check;
- 2) The names of each Staff member who satisfactorily passed the Records Check within the quarter before s/he has any contact with a CPS student; and
- 3) The procedure to update each Staff member's Records Check through the Term, including any Renewal Terms (intervals between each Staff member's updates shall not be less than annually).

On a quarterly basis thereafter, iboss shall: (i) periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has contact with students and shall immediately remove any Staff member who may be identified on either registry; (ii) provide a written report to CPS's Safety Officer listing the names of all new Staff members who have contact with CPS students and certifying that Records Checks were satisfactorily completed for those individuals before s/he had any contact with CPS students; and (iii) provide any other information requested by the Board.

If iboss fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Agreement and any others that iboss may have with the Board; and (ii) immediately terminating this Agreement, in whole or in part, without any further obligation by the Board of any kind.

12.9. Research Activities and Data Requests: iboss acknowledges and agrees that in the event iboss seeks to conduct research activities in the Chicago Public Schools or use Confidential Information for research purposes in connection with this Agreement, iboss shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. iboss acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Officer of Accountability or his or her designee.

12.10. Intellectual Property: In performing and delivering the Services under this Agreement, iboss shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. iboss shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

12.11. Assignment of Warranties: iboss has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under this Agreement to the Board.

12.12. Documentation Warranty. Any documentation provided to the Board from iboss concerning the Solution and Services shall be kept current with the upgrades of the Solution and Services.

12.13. Ownership. iboss is the owner of the Services and Solution or otherwise has the right to grant to the Board any Licenses without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by iboss.

12.14. Services Warranty: iboss has carefully examined and analyzed the provisions of this Agreement, including but not limited to all exhibits attached and incorporated into it, and can and will perform, or cause, the Services to be performed in strict accordance with the provisions and requirements of the Agreement. Services will be performed in a timely, professional and

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workmanlike manner in accordance with all applicable industry and professional standards. If the Board notifies iboss, or if iboss becomes aware, of any non-performance, error or defect covered by the warranties contained in this Agreement, iboss shall, at its own cost and expense, promptly (but in no event later than thirty (30) days after written notification by the Board) correct such non-performance, error or defect. Any repair or replacement of Services or any portions thereof will be automatically warranted as provided herein.

12.15. Solution Performance. During the Term of the Agreement, and any Renewal Terms, the Solution shall (i) be free from defects in material and workmanship under normal use and remain in good working order, and (ii) function properly and in conformity with the warranties herein and in accordance with this Agreement and with the description, specifications and documentation on the Board Resources including any updates or new releases to such Resources as required and reasonably anticipated in the industry. The documentation shall continue to completely and accurately reflect the operation of the Solution. iboss shall promptly correct any failure of the Solution to perform in accordance with the current published specifications and documentation, but in no case shall the failure be fixed in less than five (5) business days.

12.16. Free of Computer Viruses. iboss shall use commercially reasonable best efforts to ensure that the Services and any Solution used in iboss's performance of its Services is free of malicious code, malware, Trojan horses, ransomware, worms, and other computer viruses.

12.17. Not Alter Program. iboss shall not, directly or through a third party, knowingly remove, alter, change or interface with the Solution or any other program for the purpose or preventing the Board from utilizing the Solution or any other program.

12.18. No Disabling Code. iboss shall not knowingly cause any disabling code to be incorporated into Solution.

12.19. Prohibited Acts: Within the three (3) years prior to the Effective Date of this Agreement, iboss or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

12.20. Debarment and Suspension: iboss certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*). iboss further certifies that it and each of its subcontractors performing Services under this Agreement is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. iboss acknowledges that in performing the Services for the Board, iboss shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.

12.21. Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; iboss has the lawful right to dispose of and sell the Services; and iboss shall warrant and defend its title against all claims.

All warranties in this Section shall survive inspection, acceptance, payment, expiration, and termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

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13. **Independent Contractor:** It is understood and agreed that the relationship of iboss to the Board is and shall continue to be that of an independent contractor and neither iboss nor any of iboss's employees shall be entitled to receive Board employee benefits. iboss is the common law employer of the individuals who perform services for the Board. As an independent contractor, iboss is responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that iboss is subject to taxes under Section 4980H of the Internal Revenue Code, iboss shall be solely responsible for paying such taxes. iboss agrees that iboss, including its employees, staff, and subcontractors shall not represent themselves as employees or agents of the Board. iboss shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

14. **Indemnification:** iboss agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character (collectively "Claims") arising or alleged to arise out of the acts or omissions of the iboss, its officials, agents and employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary or intellectual property rights of a third party.

Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of iboss's employees under this Agreement, iboss shall indemnify the Board for any such liability. And, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of iboss, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, iboss shall cover any costs or fees associated with (i) providing notices of a data breach to effected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

iboss shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the iboss shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the iboss of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if iboss, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to iboss) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of iboss, subject to the right of iboss to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by iboss and iboss shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while iboss was conducting the defense.

To the extent permissible by law, iboss waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of iboss that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

This Agreement shall be posted on the CPS website.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

15. **Non-Liability of Board Officials:** iboss agrees that no Board member, employee, agent, officer or official shall be personally charged by iboss, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under this Agreement to iboss, its members if a joint venture, or any subcontractors.

16. **Notices:** All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To iboss, at:

iboss, Inc., d/b/a iBoss Cybersecurity
9950 Summers Ridge Road
San Diego, CA 92121

With a copy to:

and if to the Board, at:

Board of Education of City of Chicago
ATTN: Chief Information Technology Officer
42 W. Madison
Chicago, IL 60602

with a copy to:

Board of Education of City of Chicago
ATTN: General Counsel
One North Dearborn, 9th Floor
Chicago, IL 60602

Notice will be deemed given when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

17. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. iboss irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. iboss agrees that service of process on iboss may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement by registered or certified mail addressed to the office actually maintained by iboss, or by personal delivery on any officer, director, or managing or general agent of iboss. If any action is brought by iboss against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

18. **Binding Nature and Assignment:** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that iboss may

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not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld.

19. **Insurance.** iboss, at iboss's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by iboss or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. iboss shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

19.1. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause.

19.2. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.

19.3. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

19.4. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

19.5. **Professional Liability / Errors and Omissions:** When any professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) each claim. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services.

19.6. **Cyber Liability/Privacy & Security:** iboss shall carry coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines with limits of liability of at least Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the Effective Date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of this Agreement or iboss must secure a two-year extended reporting provision.

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19.7. Additional Insured: iboss shall have its General and Automobile Liability Insurance policies endorsed to provide that “the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board”.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay the iboss for any Services if satisfactory proof of insurance is not provided by iboss prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of iboss's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. iboss's failure to carry or document required insurance shall constitute a breach of the iboss's agreement with the Board. In the event iboss fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by iboss. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the iboss under the Agreement.

All subcontractors are subject to the same insurance requirements of iboss unless otherwise specified in this Agreement. The iboss shall require any subcontractors under this Agreement to maintain comparable insurance naming the iboss, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The iboss will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by iboss in no way limit the iboss's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The iboss agrees that insurers waive their rights of subrogation against the Board.

iboss must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. iboss must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

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Each year, iboss will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, Illinois 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: <http://www.cpsvendorcert.com>

20. **Audit and Document Retention:** iboss shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the iboss with this Agreement. iboss shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the iboss to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the iboss for the cost of such audit. iboss shall maintain all records under this Agreement. As used in this Section, “records” shall include all correspondence, receipts, vouchers, memoranda, and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Agreement and iboss’s performance of Services. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. iboss shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

21. **Minimum Wage:** iboss must comply with the Board’s Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board’s CPO. The Board’s resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the “Minimum Wage”). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk’s website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board’s Resolution may be downloaded from the Chicago Public School’s website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

iboss must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

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Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of iboss's operations, does not directly relate to the Services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then iboss must pay the prevailing wage.

22. **M/WBE Program:** iboss acknowledges that it is familiar with the requirements of the Board's "*Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts*", which is incorporated by reference as if fully set forth herein. iboss agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. iboss agrees to submit such documentation in connection with the plan as may be requested by the Board.

23. **Right of Entry:** iboss and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. iboss shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. iboss shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

24. **Non-Discrimination:** It shall be an unlawful employment practice for iboss or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from

This Agreement shall be posted on the CPS website.

equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. iboss shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the iboss's employees or the iboss's subcontractors' employees.

25. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, the terms of this Agreement shall supersede and prevail.

26. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that iboss may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

27. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts to be paid to iboss hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of iboss, which remain the responsibility of iboss.

28. **Freedom of Information Act:** iboss acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. iboss further acknowledges that this Agreement shall be posted on the Board's website at www.cps.edu.

29. **Continuing Obligation to Perform:** In the event of any dispute between iboss and Board, iboss shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

30. **Transition Services:** iboss will provide to the Board and/or to the service provider selected by the Board ("successor service provider") assistance reasonably requested by the Board to effect the orderly transition of the Services, in whole or in part, to the Board or to successor service provider(s) (such assistance shall be known as the "Transition Services") for a minimum period of three (3) months following the termination or expiration of this Agreement, in whole or in part. The Transition Services shall be provided at no additional cost to the Board and may include: (a) developing a plan for the orderly transition of the terminated services from iboss to the Board or successor service provider(s); (b) if required, transferring the Board data to the successor service provider(s); (c) using commercially reasonable efforts to assist the Board in acquiring any necessary rights to legally and physically access

This Agreement shall be posted on the CPS website.

and use any third-party technologies, documentation, or other property then being used by iboss in connection with the Services; (d) using commercially reasonable efforts to make available to the Board, pursuant to mutually agreeable terms and conditions, any third-party services then being used by iboss in connection with the Services; and (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the transition services. This section shall survive expiration or termination of this Agreement.

31. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

32. **Indebtedness:** iboss agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

33. **Ethics:** No officer, agent or employee of the Board is or shall be employed by iboss or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

34. **Information Security Policy:** If at any time, iboss has access to the Board's computer network, iboss warrants that it is and shall remain in compliance with the Board's Information Security Policy, adopted September 25, 2013 (13-0925-PO1), as amended.

35. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

36. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

37. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

38. **Joint and Several Liability:** In the event that iboss, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by iboss shall be the joint and several obligation or undertaking of each such individual or other legal entity.

39. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

This Agreement shall be posted on the CPS website.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the latest date set forth below.

gm
**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

**IBOSS, INC., d/b/a IBOSS
CYBERSECURITY**

By: Frank M. Clark
Frank M. Clark
President

By: [Signature]
Name: Eddie Kim
Title: Operations Manager

Attest: Estela G. Beltran 5/17/16
Estela G. Beltran
Secretary

Attest: [Signature]
Name: Justin Solenne
Title: Chief Financial Officer

Date: 5/17/16

Board Report No: 16-0127-PR11 -1
16-0427-AR1-27

[Signature]
Forrest Claypool
Chief Executive Officer

gm
Approved as to legal form: [Signature]
Ronald L. Marmor
Ronald L. Marmor
General Counsel

Attachments:

- Exhibit A – Scope of Services
 - Schedule 1 – High-level Depiction of Solution
 - Schedule 2 – Web Security – Delivered in Cloud – data sheet
 - Schedule 3 – iboss Cloud – data sheet
 - Schedule 4 – Service Level Agreement
- Exhibit B – Schedule of Pricing

Exhibit A
Scope of Services

This Scope of Services ("**Scope**") is attached to and governed by the terms and conditions of the Agreement for Web Filtering Services (the "**Agreement**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison, Chicago, IL 60602 (the "**Board**" or "**CPS**"), and iboss Inc. d/b/a iboss Cybersecurity ("**iboss**") to which it is attached. Unless expressly provided for in this Scope, the provisions contained in the Agreement shall prevail. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.

A. Scope of Services

iboss shall provide a fully hosted private cloud solution of the iboss Secure Web Gateway Platform to meet the Board's current and reasonably anticipated requirements for web filtering as described in this Scope (collectively "**Solution**"). iBoss affirms that the Solution meets the following requirements and will continue to do so through the Term of the Agreement and any Renewal Terms:

1. Required Features
 - a. Solution will include all hardware and software to support a fully operable production filtering system, development filtering system identical to the production system, logging system and a reporting system. The logging and reporting systems can utilize the same hardware if feasible.
 - b. Solution will have the capability to filter content on Board owned devices even when not on the Board's network. Proposal should detail all dependencies required to support this capability as well as all known limitations.
 - c. Solution must scan all inbound and outbound web traffic (HTTP, HTTPS and other web traffic on non-standard TCP ports). Ideal solutions will be capable of scanning all traffic.
 - d. Proposed solution must be scalable up to 60,000 requests per second, with up to 50% of the traffic encrypted.
 - e. Solution must block sites based on web site categorization (e.g. adult, gambling, hacking, etc.)
 - f. Solution must block sites based on explicitly defined URL and not simply based on keywords.
 - g. Solution must provide template functionality such that users with specific criteria receive different levels of access. For example, a user from a High School subnet may have access to the Personals category while a user from a Middle School subnet would not be allowed access.
 - h. The Board prefers a solution that will allow individual school policies. Designated school staff will be able to modify a limited set of categories. For example the adult content category cannot be permitted at the school level; however a school may opt to block the gaming category. School staff will not be able to modify the policy in a way that would compromise the Board's CIPA compliance.
 - i. The solution will allow for schools to be able to access reports specific for their schools.
 - j. Solution must detect and block attempts to use proxies in order to evade filtering, even if the proxy is not configured for standard web ports.
 - k. Solution must display a message to end users explaining why the site was blocked. This page is to be customizable by the Board. The page should display the following at a minimum:
 - (i) Reason site was blocked
 - (ii) User's name or credential if known
 - (iii) User's IP address
 - (iv) Full URL of site
 - l. Solution must allow for users to login as another user in case the system identifies the user incorrectly.
 - m. Solution must automatically update database of blocked sites and categories and alert if the update fails.

- n. Solution must provide antivirus scanning capability.
 - o. Solution must be able to store a minimum of three months logs in an active database. The ideal solution will be capable of keeping sufficient data for trending purposes for one year. This will allow for capacity analysis.
 - p. Solution must be able to fail in a closed state to prevent student access to inappropriate content.
 - q. Solution must be capable to override the default filtering policy to a less restrictive one based on AD authentication and AD group membership. Solution would need to be able to poll two (2) different AD domains in one forest.
2. Administration
- a. All filtering systems should be managed from a single interface.
 - b. System should have the ability to be monitored via SNMP version 2c or 3.
 - c. Performance Indicators to be monitored include but are not limited to:
 - (i) CPU Load (detailed to the core level)
 - (ii) System Memory
 - (iii) Disk Space and IO metrics
 - (iv) Critical service/process status
 - (v) Critical service/process events
 - (vi) Network Latency for HTTP and HTTPS traffic
3. Reporting
- a. Solution must provide real-time reports based on the following criteria:
 - (i) User
 - (ii) Timestamp
 - (iii) Source IP address
 - (iv) Destination Site
 - (v) Site Category
 - b. Solution must provide trending data in daily, weekly, monthly and yearly reports. Trending reports include but is not limited to:
 - (i) Allowed HTTP requests per second
 - (ii) Denied HTTP requests per second
 - (iii) Total HTTP requests per second
 - (iv) Network Latency in milliseconds
 - c. Solution must provide reports that aggregate a user's data. For example, report must state that User A visited www.example.com 50 times instead of listing 50 separate events.
 - d. Solution must provide for retention of at least three (3) months of logs online and one (1) year of trend data. The current system is generating 250GB of logs per day.
4. Management
- a. The Board requires iboss to share access to the systems to be deployed, including "enable" and/or "root" level passwords to allow iboss and the Board to jointly accomplish operational configuration changes associated with maintenance events.
 - b. iboss must describe approximate duration, frequency and a brief description of common administrative tasks needed to maintain the system.
 - c. shall provide appropriate resources to maintain the solution for the duration of the post implementation support. Please detail staffing levels proposed, organizational charts, and responsibility matrixes of all support staff.
 - d. iboss will provide incident diagnosis and remediation/Problem Management to efficiently resolve problems as they occur in accordance with the SLA (See Section IV, four below) for the duration of the post implementation support.
 - e. iboss will maintain and modify all associated documentation for the duration of the Agreement. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, and general documentation associated

with the Board's network shall be owned by the Board and must be made available in electronic format upon request.

- f. iboss must work with the Board in order to establish proper system backups on all covered equipment. iboss agrees to test restore procedures on a periodic basis. If these test restore procedures fail, iboss must commit to successfully completing a valid test.
- g. iboss must provide a training plan, which details the organizational training requirements that would be involved to support the implementation of the Solution. This includes client installation/usage and operational maintenance/support to include all CPS agents, including but not limited to CPS ITS employees, agents and subcontractors as designated by CPS, school technology coordinators, and principals. Asynchronous e-learning materials must be provided for personnel that are not able to attend live training.
- h. iboss must provide a detailed Solution design diagrams. This diagram will include a logical traffic flow diagram as well as a physical diagram showing all network connections. Details in the diagrams will include but are not limited to:
 - (i) System Name
 - (ii) Make/Model
 - (iii) IP Addresses
 - (iv) Switch name and interface (physical diagram only)
 - (v) Power connections detailing panel/breaker ID (physical diagram only)
 - (vi) Ethernet connections (production and management) (physical diagram only)

A high level depiction of the Solution's design is attached to and incorporated into this Scope as Schedule 1.

- i. iboss must provide a run book for the Solution. The run book must detail all significant maintenance tasks as required by the Board. The tasks will include but are not limited to:
 - (i) Block site
 - (ii) Open site
 - (iii) Software upgrade/downgrade
 - (iv) Contact OEM support
 - (v) Create reports
 - (vi) Modify block pages
- j. iboss shall draft and maintain installation and troubleshooting instructions and Frequently Asked Questions (FAQ) for end users and support staff.
- k. iboss must provide on an annual basis a roadmap document, which details the product line development plan for any products that are purchased/leased by the Board. Reasonable feature enhancements and update requests that can be completed within the agreed upon spending limits should be performed by the iboss.
- l. iboss participate in a bi-annual feature request review with the Board.

The Solution provided to the Board shall be consistent with the features described in the "Web Security – Delivered in the Cloud" data sheet that is attached and incorporated into this Scope as Schedule 2.

B. Initial Implementation of Solution

iboss shall provide project management to coordinate all tasks, activities, timelines, milestones, and deliverables that are a part of the planning and implementation of the Solution. This includes coordination with the Board and their vendors for the Services. iboss's project management staff (collectively the "PM") shall conduct and moderate regularly scheduled design and engineering meetings with all vendors associated with this initiative and act as primary contact for both the Board and project team members at all levels of this project. The PM shall be responsible to:

- Perform a Risk Analysis to identify and manage all known risks associated with this implementation.
- Provide Project status reports and maintain an outstanding issues list.

- Prepare Work Breakdown Structure and provide Project schedules in the form of Gantt charts, system diagrams, milestone charts, or text tables.
- Continually review Project objectives in order to provide Project status, and address Project issues.
- Prepare a Project Team Directory consisting of contacts, roles, and assignment charts.
- Manage requests for scope changes.
- Review the development of testing and turnover procedures.
- Resource management and tracking of engineering staff for the iboss and subcontractors.
- Resolve schedule problems and conflicts.
- Manage planning, scheduling and controlling Project objectives with respect to performance, cost/budget, timeframes, Project scope, and the effective use of resources.
- Manage Project team to confirm commitment on Project Deliverables and ensure the Board's expectations are met.
- Coordinate communication of schedules, access, work to be performed and any network outages with Board staff.

iboss's implementation of the Solution shall include a test plan and implementation that closely reflects the production environment in order to mock up upgrades/enhancements to ensure proper planning and minimal Service disruption.

C. Hosted Solution

Part of the Solution is that iboss will fully host and manage the infrastructure needed to support the Secure Web Gateway Platform. The infrastructure will be sufficient throughout the Term of the Agreement and any Renewal Terms to meet, at a minimum, the features described in the "iboss Cloud" data sheet that is attached and incorporated into this Scope as Schedule 3. The private cloud infrastructure will be hosted at the start of the Agreement within the Board's space at the Thompson Center in Chicago, Illinois. Within the first six months of the Term of the Agreement, or as may be agreed upon by the Board's Project Manager, the parties shall work together to have the infrastructure moved to space that iboss is leasing or will lease in the facility where the Board's data center is currently located in Elk Grove Village, Illinois. iboss shall cover any fees, costs, and expenses for the transfer of the infrastructure to the Elk Grove Village location and shall cover the costs to connect with the Board's data center. The Board shall not be charged anything other than what is stated specifically in the Schedule of Pricing, which is attached to this Agreement as Exhibit B.

Anticipated timeline for Migration and Implementation of Solution:

| Date | Action Item | Responsible Party(ies) |
|---|---|------------------------|
| Initial Migration from Legacy Solution | | |
| 05/11/16 | Contract Executed | CPS & iboss |
| 05/13/16 | PO issued | CPS |
| 05/13/16 | Equipment ordered | iboss |
| 06/01/16 | Partner training completed for CPS and related support staff | iboss |
| 06/08/16 | Finalize training plan and material for CPS staff, including a. Principal training material b. TechCo training material c. General Staff training material | CPS & iboss |
| 05/17/16 | Equipment installed | iboss |
| 05/18/16 | Complete testing from CPS Test Network | iboss |
| 05/19/16 | Complete testing from CPS Bridgeport Admin Office | iboss |
| 05/20/16 | Complete Phase 1 migration of schools | iboss |
| 05/27/16 | Complete Phase 2 migration of schools | iboss |

| Date | Action Item | Responsible Party(ies) |
|------------------------------------|---|-------------------------------|
| 06/03/16 | Complete Phase 3 migration of schools | iboss |
| 06/10/16 | Complete Phase 4 migration of schools | iboss |
| Migration of Infrastructure | | |
| 07/01/16 | Begin setup of solution at CenturyLink Datacenter | iboss |
| 11/01/16 | AT&T circuits installed | CPS |
| 11/01/16 | Cross connects installed between iboss and CPS cage | iboss |
| 01/05/17 | Complete Phase 1 migration of schools | iboss |
| 01/12/17 | Complete Phase 2 migration of schools | iboss |
| 01/19/17 | Complete Phase 3 migration of schools | iboss |
| 01/26/17 | Complete Phase 4 migration of schools | iboss |

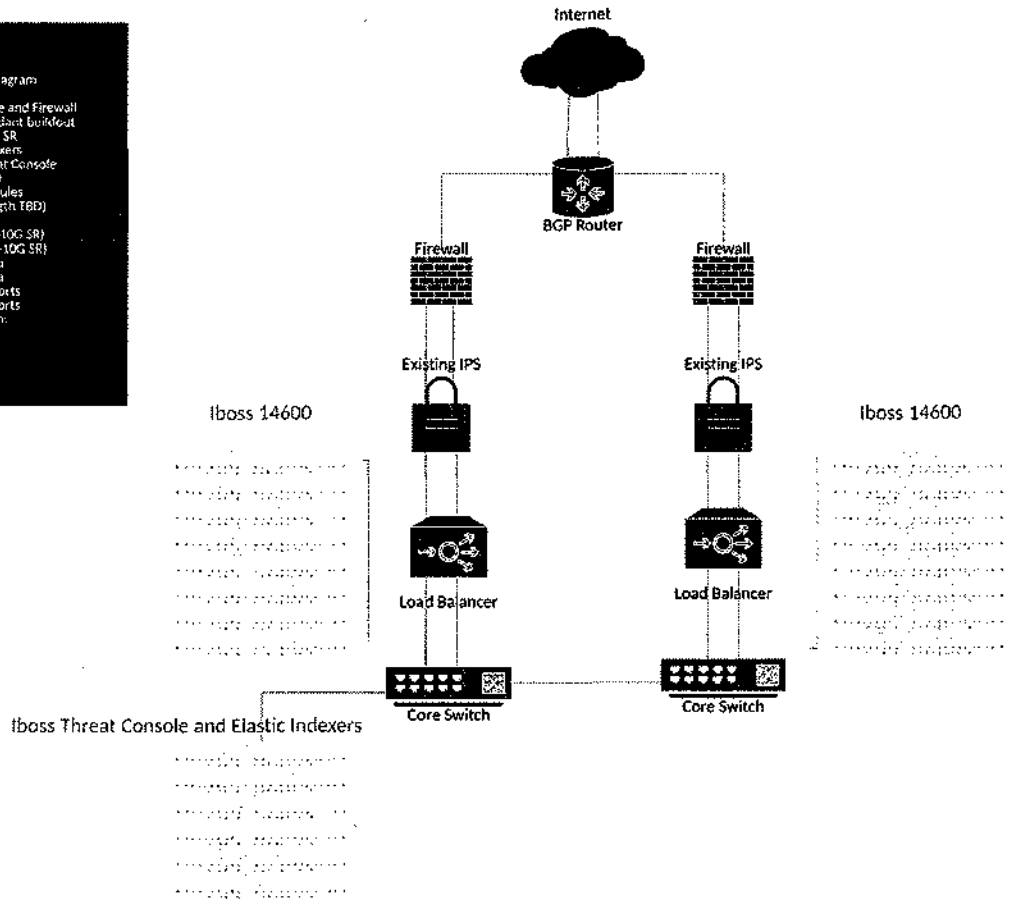
D. Service Level Agreement

After the successful implementation and migration of the Solution, iboss shall continue to provide Services to the Board through the Term of the Agreement, including any Renewal Terms. The Service Level Agreement, attached and incorporated into this Exhibit as Schedule 4, shall guide the minimum levels of Services to be provided, subject to modification by the authorized representatives of the parties in accordance with the Change Management Process Section of the Agreement.

Schedule 1 – High Level Solution Design

CPS Thompson Center Diagram
 Active/Passive FW
 20G Etherchannel Between Core and Firewall
 Equipment List - 16 Gb/s redundant buildout
 (16) Iboss 14600-10G SR
 (5) Elastic Search Indexers
 (1) Iboss 7960 Threat & Event Console
 (2) Iba xStream 40
 (40) 10G SR SFP+ Modules
 (32) 10G Fiber Cables (length TBD)

Iboss Appliance A (14600-10G SR)
 Iboss Appliance B (14600-10G SR)
 Rack Space (A): 79u
 Rack Space (B): 41u
 PDU Density (A): 27 ports
 PDU Density (B): 43 ports
 Power Consumption:
 60amp @ 120v
 30amp @ 240v



Schedule 2
to Agreement for Web Filtering Services

Web Security – Delivered in the Cloud
Data Sheet



Web Security

Delivered in the Cloud

Secure any School or District of any size, anywhere, without backhauling data

The rapid adoption of cloud computing and mobile enablement have brought valuable learning resources to the classroom, but also introduced new threats to school networks and data. Securing today's schools and protecting student data is challenging and traditional Web filtering solutions are no longer powerful or flexible enough to safeguard schools across a wide range of locations and mobile users. The iboss Secure Web Gateway Platform enforces CIPA and other regulations, while delivering all of iboss' patented, advanced features direct-to-cloud, offering Security as a Service with no hardware or software to deploy and maintain. iboss education-focused Web Security delivers unrivaled ease-of-use, optimal cost savings and the lowest total cost of ownership (TCO) in the market.

The iboss Advantage for Schools

- ✓ Enforces CIPA compliance by encompassing all users in your security policies anywhere, anytime with content-aware filtering across all Web traffic including all 131,070 data channels on your network
- ✓ Stops port-evasive threats and proxy circumvention attempts with multi-layered application management
- ✓ Delivers latency-free SSL content management with selective decryption
- ✓ Secures mobile devices including iOS, Android, and Chromebooks even while off-premises
- ✓ Ensures critical traffic such as online testing and attendance is always connected with intelligent bandwidth shaping and reporting
- ✓ Enables granular social media access while monitoring cyberbullying and high risk users
- ✓ Built in tools allow for safe and effective BYOD implementation
- ✓ Solves Google and YouTube pain points with patented technology
- ✓ Cloud-based functionality allows you to scale up or down instantly
- ✓ No hardware to deploy, manage or maintain saves IT resources, lowers TCO and reduces capital expenditure (CAPEX)

Feature Descriptions

Unrivaled Visibility and Protection Against Malware leveraging Evasive Protocols

Most Web security platforms lack the ability to detect evasive applications such as TOR creating a 'blind spot' that allows malware to execute its mission and steal your organization's data. iboss is the only Web Security Platform that detects and restricts evasive malware such as Zeus64, which uses the TOR network to exfiltrate data undetected. iboss removes network 'blind spots' on all devices, while increasing visibility across your network.

Advanced Application Management and Safe Social Media

iboss advanced application scanning with deep packet inspection (DPI) secures the school gateway from unwanted applications, threats and circumvention attempts. And iboss enables granular content-aware management of social media applications with policy-based enforcement.

Multi-layered Proxy Enforcement

Students who try to circumvent your school's Web security solution are often assisted by Web proxies designed to enable anonymous browsing. iboss technology immediately identifies and secures circumvention attempts using a global database. iboss features include keyword filters and email alerts.



iboss
CLOUD

The iboss Cloud Platform deploys instantly to deliver iboss' patented next-gen technology direct-to-cloud, including our exclusive advanced threat defense features. iboss offers options for Public and Private Cloud, giving you maximum flexibility to meet your organization's requirements:

Public Cloud – Unique containerization ensures your data is never mixed with any other organization's data.

Private Cloud – Deploy local sensors for some functions, while sending remote offices and roaming users direct-to-cloud with no backhauling data and no latency.



Proprietary Clean Video Search

iboss' proprietary Clean Video Search dynamically strips unwanted ads and comments directly from video results, ensuring classrooms only receive clean videos.

Patented Google Management Features

iboss technology enables safe use of Google Services such as Google Images and Translation with iboss Clean Image Search and Translation Filtering. It goes beyond safe search to protect against inappropriate images or translation, which may violate CIPA compliance. In addition, iboss' patented Google/YouTube SSL management solves the pain points of managing Google and YouTube without decryption, enabling enforcement across BYOD.

Single-Pane-of-Glass Console for Streamlined Management and Reporting

iboss' true single-pane-of-glass management and reporting console provides zero-second visibility across all locations and devices, while simultaneously reducing the resources needed to manage. In addition, iboss' elastic cloud provides on-demand expansion of report log retention when you need it, without requiring you to add expensive appliances. This reduces costs and increases efficiency, while creating a better security posture.

Intelligent Bandwidth Management/QoS

iboss integrates an advanced Bandwidth Management/QoS module to provide granular control of bandwidth during peak usage hours, so network availability for important functions, such as online testing, is never jeopardized. Unlike standard solutions that continuously apply policy per domain or IP, iboss provides dynamic throttling during peak hours or per group or per individual by binding to directory services, allowing you to apply predefined rule categories, throttling per UDP port, IP range or TCP/IP address.

BYOD and Guest WiFi Management

iboss reduces the risks of BYOD and Guest WiFi users with integrated BYOD management that extends advanced threat protection and CIPA compliance across all your mobile users, including BYOD and guest WiFi, while ensuring that increased bandwidth demand doesn't impact availability during critical tasks, such as testing. iboss also identifies BYOD users not using a NAC and provides a captive portal that binds them to your network directory or LDAP automatically, delivering accurate policy enforcement across all users, regardless of device ownership. iboss BYOD tools include advanced application controls and High Risk Auto Quarantine.

Additional Features

- ✓ Public or Private Cloud Options
- ✓ Layer 7 Proxy circumvention defense
- ✓ Cloud Application Security
- ✓ Secure iOS, Android, and Chromebooks on or off network
- ✓ Content-aware social media controls
- ✓ High-Risk application quarantine
- ✓ Content management for YouTube, Google images and translation
- ✓ Proactive threat notification with keyword and event triggers
- ✓ Auto-triggered Desktop Recorder
- ✓ OS and browser independent
- ✓ Delegated Administration
- ✓ VLAN trunking support
- ✓ Fail-over and Fail-Safe Bypass Ports
- ✓ SSO with Directory services integration across all users including BYOD
- ✓ 24/7/365 concierge technical support

For more information:

iboss Cloud Platform Data Sheet

iboss Advanced Threat Defense Data Sheet

About iboss Cybersecurity

iboss Cybersecurity defends today's large, distributed organizations against targeted cyber threats which lead to data loss, with the iboss next-gen Secure Web Gateway Platform, leveraging innovative cloud architecture and patented advanced threat defense technologies. iboss advanced solutions deliver unparalleled visibility across all inbound/outbound data channels, and include security weapons that reveal blind spots, detect breaches and minimize the consequences of data exfiltration. With leading threat protection and unsurpassed usability, iboss is trusted by thousands of organizations and millions of users. Visit www.iboss.com.

Schedule 3
to Agreement for Web Filtering Services

iboss Cloud
Data Sheet

iboss Cloud

Delivering the iboss Next-Gen Secure Web Gateway Platform via **Direct-to-Cloud Technology**

Highlights

- ✓ Secures sites direct to cloud, eliminating the need to backhaul data or deploy and manage endless racks of hardware
- ✓ Offers more traffic redirection options including GRE, IPSEC, agents and native integration for iOS and Android without the need for Samsung KNOX. The flexibility of the cloud platform simplifies this integration even in the most complex or distributed environments
- ✓ Ensures multitenancy, infinite scalability, rapid elastic load balancing and resilience for optimal performance and efficiency
- ✓ Provides stream-based visibility and control across all ports and protocols, including TOR and similar protocols that hide threats
- ✓ Delivers location-aware security that routes your data to the nearest data center for regulatory and legal compliance
- ✓ Includes unique containerized technology so your organization's data is secure and never overlaps with any other organization's data
- ✓ Provides optional Private Cloud configuration, allowing you to store your data locally and scale requirements, and is 100% synched with iboss Public Cloud

iboss Cloud Platform Modules

iboss Secure Web Gateway

- **Advanced Threat Protection:** Inline visibility and control across all inbound/outbound data channels
- **Granular App Management:** Stops port-evasive threats
- **SSL Management:** Latency-free protection with selective decryption

iboss Advanced Threat Defense

- **Behavioral Sandboxing and IPS:** Blocks APTs and targeted threats
- **Network Anomaly Detection:** Finds and contains active infections before data loss occurs
- **CISO Command Center:** Translates events into actionable intelligence

iboss Mobile Security and MDM

- **Secure All Users:** Any platform / any device with granular built-in BYOD and optional MDM
- **Centralized Management:** Secure all devices across mixed-mobile deployments
- **Consolidated Reporting:** Aggregate reporting and dashboards across all users whether on or off-network



iboss Cloud delivers the iboss Secure Web Gateway Platform via direct to cloud architecture backed by over 80 security patents for unparalleled protection against advanced threats, with the scalability, resilience and efficiency you expect from a cloud solution. iboss Cloud's unique containerization technology ensures your organization's data is secured and encrypted and never overlaps with another organization's records, giving you single-tenant security in a multitenant solution. And iboss Cloud can be customized to fit your organization's requirements, with no backhauling of data, no hardware footprint, and the rapid elasticity that ensures optimal scalability and performance.

Infinitely Scalable and Purpose-Built for the Cloud

iboss patented technology was built for the Cloud from the ground up with proprietary architecture that is infinitely and rapidly scalable and self-healing, and has automatic load balancing. Today, iboss Cloud secures some of the largest mission critical networks, protecting millions of end users efficiently. iboss Cloud provides unsurpassed resiliency and redundancy in the cloud for optimal performance and 99.999% SLA.

Features

Advanced APT Defense Technology

iboss Cloud delivers 100% of iboss Secure Web Gateway Platform features instantly and seamlessly, including FireSphere Advanced APT Defense. Leveraging iboss visibility across all 131,000 ports and evasive protocols, iboss continuously monitors inbound and outbound traffic to stop evasive malware, detect active infections and stop data exfiltration before loss occurs. iboss Cloud APT defense features include:

- ✓ Distributed Behavioral Sandboxing – Cloud technology supports multiple sandbox instances to isolate and analyze suspicious files without causing latency or bottlenecks.
- ✓ Network Anomaly Detection – Leveraging full Web stream visibility, iboss continuously monitors outbound traffic, analyzes for anomalous behavior signifying compromise and contains data exfiltration to stop data loss.

Streamlined Authentication

iboss Cloud makes it easy to encompass all users, regardless of device or location in your security policies, with seamless Active Directory Integration that gives you single-sign-on (SSO) efficiency without the need for cookies. iboss Cloud maps user names to all traffic not just HTTP, and offers native integration with all supporting devices and any MDM, for the most flexible traffic redirection available. Your security policies and regulatory requirements are accurately enforced anywhere, anytime and on any device.

Advanced Encryption

iboss Cloud ensures your data is encrypted at all times – at rest, in the cloud or in transit.

Private SSL Certifications

The cloud provides many benefits but also can be an area of exposure if it's not properly secured. To ensure the highest level of security, iboss Cloud creates unique SSL certifications dynamically, with private keys for each customer. Keys are never shared with other customers, which reduces vulnerability to man-in-the-middle attacks.

Bandwidth Management

The growth of mission critical resources moving to the cloud has created the need to ensure access to these resources at all times. The integrated bandwidth management feature prioritizes mission critical traffic during peak hours while throttling recreational traffic. Organizations will benefit from traffic optimization and increased efficiencies across the network.

Global Single-Pane-of-Glass Management and Reporting Console

The responsive, integrated management interface provides instant visibility and single-pane-of-glass reporting and management of all iboss advanced features, with Threat and Bandwidth dashboards that give you immediate insight across network activity.

Benefits

- ✓ Removes the need for backhauling data from remote sites to corporate headquarters to support mobile and SOHO users
- ✓ Reduces large CAPEX expenditures and removes the complexity of managing multiple appliances
- ✓ Offers the most options for redirection including GRE, IPSEC, agents and native integration for iOS and Android, without the need for Samsung KNOX. The flexibility of the cloud platform simplifies this integration even in the most complex or distributed environments

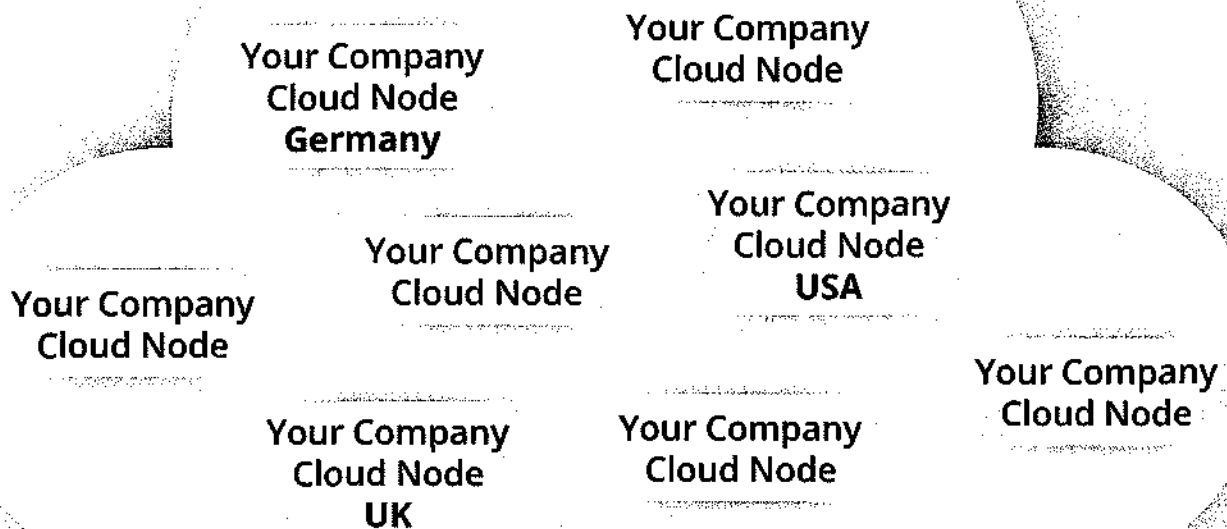
iboss Containerized **Public Cloud**

iboss Cloud's unique containerization technology provides a cloud "container" for each organization, giving you the most secure public cloud available. iboss' exclusive containerization enables unlimited nodes, allowing you to adapt quickly to the needs of your growing organization. More importantly, your containerized data is encrypted and secure and can be retained wherever you choose, including within country to fulfill in-country regulatory requirements. You always know where your data is and it is accessible 24/7/365.

One Container per Organization for the Most Secure Public Cloud Available

Containerization Advantages

- ✓ Data never overlaps with any other organization's
- ✓ Data in transit and at rest is encrypted and secure
- ✓ Scale up or down instantly
- ✓ Complete redundancy in the cloud – no tape backup needed
- ✓ Location aware, so data stays where you want it, meeting regulatory compliance
- ✓ Cost-effective, you only pay for the data you need
- ✓ Visibility across all data nodes on a global map



Reporting

Managing reporting across multiple locations shouldn't require multiple consoles. iboss Cloud simplifies administrative tasks with single-pane-of-glass reporting from a unified management console. And because iboss Cloud encrypts and containerizes your data, you never have to worry about privacy or security. iboss Cloud Reporting is customizable and includes dynamic indexing, ensuring that data is immediately retrievable, whenever you need it. And iboss provides secure redundancy in the cloud, with infinite capacity, eliminating the need for tape backup and ensuring that you never lose your data.

Optional Private Cloud

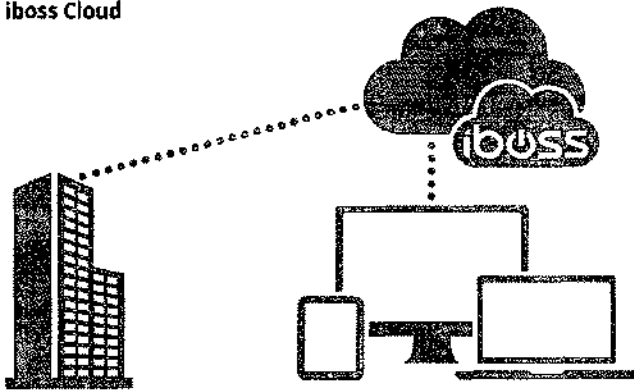
iboss optional Private Cloud configuration allows you to store your data locally and configure your iboss Cloud functionality to suit your organization's requirements. For instance, you can pipe your corporate HQ data to the cloud via a local sensor but send your remote locations and mobile traffic directly to the cloud, where containerization ensures security, while eliminating the latency backhauling creates. Zscaler offers local sensors but still redirects your traffic to their public cloud, while iboss containerization eliminates this possibility. And Private Cloud Customization allows you to leverage your organization's resources by scaling up or down to accommodate your exact needs.

Global Data Centers

The cloud is only as resilient as the data centers that power it. That's why the iboss Cloud backbone leverages a global network of data centers providing only Tier 1 connectivity, built to Tier III Constructed Facility Standards, with Uptime M&O Stamp certification and backed by a 100% power uptime SLA. There are no single points of failure and a minimum N+1 for mechanical, electrical and network connectivity with concurrent maintainability. In addition to resiliency, our data centers meets strict security standards with multi-level physical and logical security as well as challenge points. This combination of resiliency and security is why our data centers are trusted by government agencies, financial institutions, insurance, healthcare and retail businesses.

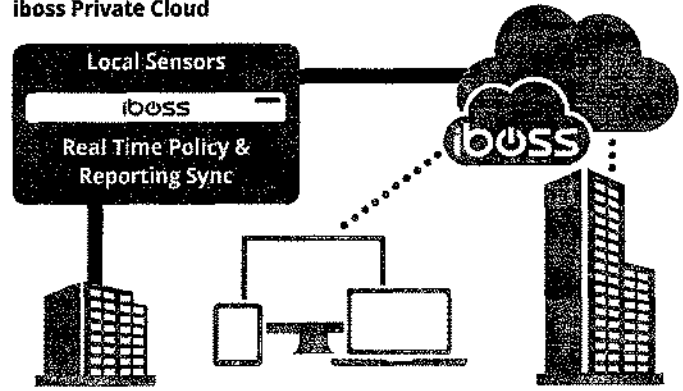
Direct to Cloud:

iboss Cloud



Optional Private Cloud:

iboss Private Cloud



About iboss Cybersecurity

iboss Cybersecurity defends today's large, distributed organizations against targeted cyber threats which lead to data loss, with the iboss next-gen Secure Web Gateway Platform, leveraging innovative cloud architecture and patented advanced threat defense technologies. iboss advanced solutions deliver unparalleled visibility across all inbound/outbound data channels, and include security weapons that reveal blind spots, detect breaches and minimize the consequences of data exfiltration. With leading threat protection and unsurpassed usability, iboss is trusted by thousands of organizations and millions of users. Visit www.iboss.com.

Schedule 4
to Agreement for Web Filtering Services

Service Level Agreement



(//www.iboss.com)

iboss Service Level Agreement

This Service Level Agreement ("SLA") sets forth the applicable service levels ("Service Levels") for iboss software subscription services ("Services"). This SLA is subject to and incorporated into the Terms of Service and End User License Agreement ("EULA"). Any terms not defined in this SLA shall have the meaning as defined in the EULA.

1. Service Level Guarantee

"Availability" means the monthly percentage of time during a calendar month during which the relevant Service is not subject to an Outage. Availability is expressed as a percentage and calculated as follows: $(\text{Total minutes in the relevant calendar month} - \text{total minutes of Excluded Events} - \text{total minutes of Outage in such month}) / (\text{Total minutes in such month} - \text{total minutes of Excluded Events}) \times 100$. For the avoidance of doubt, Availability does not apply to any downtime due to Hardware loaned or sold to Customer.

"Excluded Event" means any event that adversely impacts the relevant Service that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications, software, or systems not owned or controlled by iboss; (c) Force Majeure Events; (d) scheduled maintenance; (e) any suspension of the relevant Service pursuant to the EULA; (f) any downtime arising out of any Hardware loaned or sold to Customer; and (g) changes in the Customer's source environment, including but not limited to, either intentional or accidental connections or disconnections to the environment.

"Month" means a calendar month.

"Outage" means the accumulated time as tracked in an iboss trouble ticket during which a Service was not available and properly functioning for use, excluding Excluded Events. An Outage will commence when iboss opens an incident in its trouble ticketing system, whether as a result of iboss monitoring or notification from the Customer, and ends when the incident is resolved.

"Service Credit" means an amount deducted from the subscription fees billed to Customer with respect to the affected Services in the event of a Service Level Failure or Network Latency (as defined below).

"Service Level Failure" means the Availability of the relevant Service falls below 99.9%.

iboss will use commercially reasonable efforts to ensure that the Services will have an Availability of 99.9% as measured over each calendar month during the Term. In the event of a Service Level Failure, Customer may be eligible to receive the applicable Service Credit in accordance with the terms set forth herein.

Subject to the last paragraph of Section 3, in the event of a Service Level Failure, Customer will be eligible to a Service Credit as follows:

| Availability within a Month | Service Credit |
|-----------------------------|----------------|
| < 99.9% - ≥ 99.4% | 5% Credit |
| < 99.4% - ≥ 98.9% | 10% Credit |
| < 98.9% - ≥ 97.9% | 20% Credit |
| < 97.9% - ≥ 97.0% | 30% Credit |
| < 97.0% | 50% Credit |

2. Network Latency Guarantee – Less than 0.08ms

The Service is guaranteed to have network latency of 0.08 ms or less. **"Network Latency"** is defined as the average time taken for an IP packet to make a round trip between the customer network interface and the iboss cloud, as averaged over a 30 day period.

After being notified by Customer of Network Latency in excess of 0.08 milliseconds, iboss will use all commercially reasonable efforts to determine the source of the excess Network Latency and to correct the problem to the extent that the source of the latency is from the iboss cloud. If the Network Latency guarantee is not met within a calendar month and the source of the latency is from the iboss cloud, iboss will, upon Customer's request, issue a Service Credit on the Customer's next monthly invoice. Subject to the last paragraph of Section

3, the credit will be equivalent to the prorated charges of one (1) day of the applicable subscription fee for the affected Services for each day the Network Latency guarantee was not met, not to exceed the total subscription fees for the affected Services for the applicable month.

3. Service Credit Procedures

Customer must request any Service Credit by submitting an e-mail to accounting@iboss.com within sixty (60) calendar days of the conclusion of the month in which the Service Level Failure(s) and/or Network Latency occurs. Customer waives any right to Service Credits not requested within this sixty (60) calendar day period. Service Credits will be issued once validated by iboss and applied toward the invoice which Customer receives no later than two (2) months following Customer's Service Credit request. All performance calculations and applicable Service Credits are based on iboss records and data.

This SLA provides Customer's sole and exclusive remedies for any Network Latency and Service interruptions, deficiencies, or failures of any kind.

Notwithstanding anything to the contrary, in no event will the Service Credits accrued in any calendar month exceed, in the aggregate across all events, including both Network Latency and Service Level Failures, fifty percent (50%) of subscription fees paid by Customer to iboss for all affected Services.

4. Support Services

If you purchased Services through (i) an authorized iboss distributor or reseller or (ii) you purchased a service agreement through an iboss partner, please contact such party for support assistance.

If you purchased Services directly from iboss, iboss shall use commercially reasonable efforts to provide support via the following methods:

| Resources | Availability | Access Options | Access To |
|------------------------------|---|---|---|
| iboss Knowledgebase (Online) | All Customers Available: 24x7x365 | http://support.iboss.com/index.php?/Base/UserRegistration/Register | <ul style="list-style-type: none"> • iboss Products Knowledge base • Incident submissions • Open chat communication with support • Updates on firmware and software releases • Forum, video, and webinar access • Schedule instructor lead sessions |
| Email Support | All Customers Available: 24x7x365 | http://support.iboss.com | <ul style="list-style-type: none"> • General support • Incident escalation update • Status updates for request • General questions |
| Phone Support | Enterprise Customers: 4am-5pm PST Mon-Fri | 858.568.7051 US Toll Free: 877.742.6832 | <ul style="list-style-type: none"> • Enterprise product support |
| Premium Phone Support | Enterprise Customers with Premium Support Contracts: 24x7x365 | 858.568.7051 US Toll Free: 877.742.6832 | <ul style="list-style-type: none"> • Enterprise product support • Access to dedicated support engineers |

iboss Account Executive

Enterprise Customers:
Local Business Hours

Contact information provided by Account Executive

- Account Executive provides ongoing account review, recommendations, and product updates
- Serves as a liaison for all support and incident escalation

iboss shall respond to support requests in accordance with the following table which describes the priority level classification for problems and the expected response time for each priority level. iboss shall use commercially reasonable efforts to respond to problems within the time frames set forth below.

| Support Incident Tier | Definition | Initial Response: Target response time from initial notice of support incident | Interim Resolution: Target time from initial notice to interim resolution | Final Resolution: Target time from initial notice to final resolution |
|-----------------------|--|--|---|---|
| T1 | Core product functions are operational. Failure does not materially impact business operations. | 4 hours | 2 business days | Upcoming firmware release or as agreed upon in writing by the parties |
| T2 | Product remains operational but failure impacts business operations in a manner which does not constitute a significant material adverse impact. | 1 hour | 2 hours | 8 hours |
| T3 | Product failure creates significant material adverse impact on business operations. | 10 minutes | 1 hour | 2 hours |

The iboss Story

About Us([//www.iboss.com/about-us](http://www.iboss.com/about-us))
 Leadership([//www.iboss.com/leadership](http://www.iboss.com/leadership))
 Board([//www.iboss.com/board-of-directors](http://www.iboss.com/board-of-directors))
 Blog([//blog.iboss.com](http://blog.iboss.com))
 In the News([//www.iboss.com/in-the-news](http://www.iboss.com/in-the-news))
 Press Releases([//www.iboss.com/press-releases](http://www.iboss.com/press-releases))

Legal

Privacy Policy([//www.iboss.com/privacy-policy](http://www.iboss.com/privacy-policy))
 Terms of Use([//www.iboss.com/terms-of-use](http://www.iboss.com/terms-of-use))
 Acceptable Use Policy([//www.iboss.com/acceptable-use-policy](http://www.iboss.com/acceptable-use-policy))
 Service Level Agreement([//www.iboss.com/service-level-agreement](http://www.iboss.com/service-level-agreement))
 Hardware Limited Warranty Policy([//www.iboss.com/hardware-limited-warranty-policy](http://www.iboss.com/hardware-limited-warranty-policy))

Site Map

Site Map([//www.iboss.com/site-map](http://www.iboss.com/site-map))

Learn iboss

Iboss University Overview([//www.iboss.com/iboss-university](http://www.iboss.com/iboss-university))
 ISCP Certification([//www.iboss.com/iuniversity-iscp](http://www.iboss.com/iuniversity-iscp))
 Expand Your Knowledge([//www.iboss.com/iuniversity-eyk](http://www.iboss.com/iuniversity-eyk))

📞 Contact Support

Support Overview([//www.iboss.com/support](http://www.iboss.com/support))

Open a Ticket(<http://support.iboss.com>)

Activate Iboss Pro([//www.iboss.com/phantomweb/action/activation/selectProduct?b=1](http://www.iboss.com/phantomweb/action/activation/selectProduct?b=1))

Cloud Management([//www.iboss.com/phantomweb/action/enterprisemanagement/login](http://www.iboss.com/phantomweb/action/enterprisemanagement/login))

North America:

📞 877-742-6832 X3

International:

📞 858-568-7051 X3

📞 Contact Sales

Request Demo([//www.iboss.com/demo-request](http://www.iboss.com/demo-request))

Request Evaluation([//www.iboss.com/eval-request](http://www.iboss.com/eval-request))

Request Information([//www.iboss.com/info-request](http://www.iboss.com/info-request))

North America:

📞 877-742-6832 X1

Contact local distributor or:

✉ sales@iboss.com(mailto:sales@iboss.com)

International:

📞 858-568-7051 X1

Contact local distributor or:

✉ sales@iboss.com(mailto:sales@iboss.com)

EMEIA:

📞 +44 (0) 203 713 0471

Contact local distributor or:

✉ emeia@iboss.com(mailto:emeia@iboss.com)

Exhibit B
Schedule of
Pricing

This Schedule of Pricing ("Schedule") is incorporated in and governed by the terms of the Agreement for Web Filtering Services ("Agreement") entered into by and between the Board of Education of City of Chicago, commonly known as Chicago Public Schools ("Board" or "CPS") and iboss Inc. ("iboss"). Unless expressly provided for in this Schedule, the terms of the Agreement shall supersede and prevail over any terms in this Schedule in the event of a conflict between the two documents' terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Services under this Agreement will be subject to pricing listed below. Pricing will not increase from pricing listed in this Schedule through the Term and any subsequent Renewal Terms. As part of an annual review, quantities will be adjusted to reflect the then current counts of required licenses as mutually agreed upon by both parties. Annual changes in quantities in the Agreement will occur only up to 5% more or less than quantities held at that time.

Software Costs

| Year 1 | | | | | | | |
|--------|---|------------------|----------|------------|------------|-----------|----------------|
| Item # | Description | Part Number | Quantity | List Price | Discount % | Net Price | Solution Price |
| 1 | iBoss Fully Hosted Cloud Solution v20Gbps | SWG-Hosted Cloud | 445000 | \$4.84 | 77% | \$ 1.11 | \$ 483,462.00 |

| Year 2 | | | | | | | |
|--------|--|---|----------|------------|------------|-----------|----------------|
| Item # | Description | Part Number | Quantity | List Price | Discount % | Net Price | Solution Price |
| 1 | iBoss Fully Hosted Cloud Solution (iboss will adjust the pricing for CPS if the # of FTE's fluctuate +/- 5%) | iboss fully hosted cloud solution v20Gbps | 445000 | \$4.85 | 78% | \$ 1.07 | \$ 463,398.00 |

| Year 3 | | | | | | | |
|--------|--|---|----------|------------|------------|-----------|----------------|
| Item # | Description | Part Number | Quantity | List Price | Discount % | Net Price | Solution Price |
| 1 | iBoss Fully Hosted Cloud Solution (iboss will adjust the pricing for CPS if the # of FTE's fluctuate +/- 5%) | iboss fully hosted cloud solution v20Gbps | 445000 | \$4.79 | 78% | \$ 1.05 | \$ 457,665.34 |

Payment Schedule:

Subject to the annual adjustments of costs as stated above, iboss shall be paid according to the payment schedule set forth below:

| Date of payment | Amount of payment |
|-----------------|-------------------|
| 5/1/16 | \$83,300.00 |
| 7/1/16 | \$400,162.76 |
| 5/1/17 | \$99,837.24 |
| 7/1/17 | \$363,560.86 |

| Date of payment | Amount of payment |
|------------------------|--------------------------|
| 5/1/18 | \$136,439.14 |
| 7/1/18 | \$321,226.20 |

Note: All pricing assumes a Full Time Employee/User Count (FTE Count) of 445,000. Components of this solution include Intelligent Bandwidth Management, QoS/Bandwidth throttling with directory integration, iboss SWG Forensic Reporting solution, GoLiveCampus cloud based collaboration portal for teachers and students, Clean YouTube and YouTube filtering suite, Google Clean Image Module, Google Clean Translation Module, Automated Video Desktop Recording to record desktops on threat and policy violation, Block URL, open sub URL: Vimeo blocked/Vimeo Kahn open, Chromebook/Windows/Mac/ iOS/Android on/off premise filtering, Cloud based mobile security, Scanning across SSL module, Clustering Module for multiple units, and A/V and malware site blocking.