

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING SECOND AND FINAL OPTION TO RENEW AGREEMENT
FOR SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT SERVICES**

(SEON SYSTEMS SALES, INC.)

This AGREEMENT EXERCISING SECOND AND FINAL OPTION TO RENEW AGREEMENT FOR SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT SERVICES ("**Second Renewal Agreement**") is effective as of July 11, 2021 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as Chicago Public Schools (the "**Board**" or "**CPS**") and Seon Systems Sales, Inc. ("**Seon**" or "**Service Provider**").

RECITALS

- A. The Board and the Service Provider entered into that certain Agreement for Software License, Implementation and Support Services for a term beginning on July 11, 2016 and continuing through July 10, 2020, with the Board having two (2) options to renew for periods of one (1) year ("**Original Agreement**");
- B. The Board and Service Provider exercised the first option to renew the Original Agreement and the parties entered into the First Renewal Agreement for a term commencing July 11, 2020 and continuing through July 10, 2021 ("**First Renewal Agreement**"). The Original Agreement and the First Renewal Agreement shall be collectively referred to herein as the "**Existing Agreement**".
- C. The Board now desires to exercise its second option to renew the Existing Agreement for a one (1) year term, and Service Provider accepts and agrees to the terms and conditions hereinafter set forth. The Existing Agreement and this Second Renewal Agreement shall collectively be referred to herein as the "**Agreement**".

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, and the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. **Definitions**: All capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the same definitions as set forth in the Existing Agreement.
- 2. **Second Renewal Term**: The Existing Agreement is hereby renewed for an additional one (1) year term commencing July 11, 2021 and continuing through July 10, 2022 (the "**Second Renewal Term**"), unless terminated sooner as specified in the Original Agreement. No options to renew remain after the expiration of the Second Renewal Term.
- 3. **Scope of Services**: Service Provider shall continue to provide the Services described in the Existing Agreement during the Second Renewal Term.
- 4. **Compensation**: During the Second Renewal Term, Service Provider shall continue to be compensated in accordance with the pricing in Exhibit D of the Original Agreement. The total maximum compensation payable to Service Provider during the Second Renewal Term shall not exceed the amount of Fifty-Four Thousand Dollars and No Cents (\$54,000.00) ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual services performed during the Second Renewal Term, and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. The Board shall not reimburse the Service Provider for any expenses under this Agreement. Compensation shall be

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

based on actual Services performed during the Second Renewal Term, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Agreement. If the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Service Provider shall promptly refund to the Board any payments received for Services and other deliverables not provided.

5. **Freedom of Information Act:** Service Provider acknowledges: (i) that this Second Renewal Agreement and all related documents 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 (ii) that this Second Renewal Agreement is subject to the reporting requirements under 105 ILCS 5/10-20.44. Service Provider further acknowledges that this Second Renewal Agreement shall be posted on the Board's website at www.cps.edu.
6. **Original Agreement:** Except as expressly amended in this Second Renewal Agreement, all terms and conditions of the Existing Agreement shall remain in full force and effect during the Second Renewal Term.
7. **Counterparts and Electronic Signature:** This Second Renewal 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 on both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

^{DS}
JG

SEON SYSTEMS SALES, INC.

DocuSigned by:
By: Jonathan Maples
Jonathan Maples
Chief Procurement Officer

By: Curtis Smith
Name: Curtis Smith

Title: Vice President, Operations

Date: September 27, 2021

Date: September 9, 2021

Board Rule 7-13(e)

Board Report Number: 15-1028-PR18

16-0127-AR1-33

16-0323-AR1-16

16-0525-AR1-11

Approved as to legal form:

^{DS} ^{DS}
VV JG

DocuSigned by:
By: Joseph T. Moriarty
Joseph T. Moriarty, General Counsel