

RESOLUTION NO. 142-22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Authorizing Cliff Castle Casino to Execute Agreements for
Equipment and Services with Sentinel Technologies, Inc. in Connection
with Replacement of Casino IT Systems

WHEREAS: The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided under Article V(a) of the Constitution; and

WHEREAS: The Council is authorized to "manage all tribal economic affairs and enterprises" and to "appropriate and regulate the use of tribal funds" as provided under Article V (i) and (k), respectively, of the Constitution; and

WHEREAS: The Council is responsible for approving contracts that exceed \$100,000 as provided under Section 302 of the Cliff Castle Casino Business Code, Title 36; and

WHEREAS: The Casino General Manager recommends replacement of the of the Casino's IT systems and to purchase equipment and services for the replacement from Sentinel Technologies, Inc. for a total of \$623,155.20, plus travel and shipping and handling costs, as follows:

1. Data center equipment, professional services, and maintenance and support for the amount of \$370,491.00, as set forth in the Appendix A attached to this Resolution as Exhibit A;
2. Wireless network infrastructure equipment, professional services, and maintenance and support for the amount of \$98,997.20, as set forth in the Appendix A attached to this Resolution as Exhibit B;
3. Phone and other voice equipment, professional services, and maintenance and support for the amount of \$27,025.00, as set forth in the Appendix A attached to this Resolution as Exhibit C;
4. Network switches, professional services, and maintenance and support for the amount of \$126,642.00, as set forth in the Appendix A attached to this Resolution as Exhibit D; and

WHEREAS: The purchase shall be funded from the Casino's approved 2022 Capital Budget.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Cliff Castle Casino to execute agreements for equipment and services with Sentinel Technologies, Inc. in connection

with replacement of Casino IT Systems for a total of \$623,155.20, plus travel and shipping and handling costs, as described above and as set forth in Exhibits A-D.

BE IT FINALLY RESOLVED that the Casino General Manager is hereby authorized to execute the above-referenced agreements on behalf of the Cliff Castle Casino.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on August 10 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Appendix A
Data Center Equipment
Sentinel Technologies, Inc.



APPENDIX A

Customer Name: Cliff Castle Casino

Street Address: 555 Middle Verde Road

City, State, Zip: Camp Verde, AZ 86322

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Cliff Castle Casino (Customer) with principal offices at 555 Middle Verde Road, Camp Verde, AZ 86322 is hereby appended to include the following:

Commencement Date

Agreement No.

Addendum No. 041-BW

Executive Summary

Cliff Castle Casino Resort is looking to upgrade and replace their end-of-life Cisco UCS, Cisco MDS, and Dell-EMC data center platform equipment with current generation Cisco UCS and MDS and Dell EMC Unity and Data Domain equipment.

Sentinel proposes replacing the existing end-of-life two (2) Cisco UCS Fabric Interconnect 6248 appliances, two (2) Cisco UCS 5108 blade server chassis, six (6) Cisco UCS B200 M4 server appliances, and two (2) Cisco MDS 9148S fibre channel switches with two new Cisco UCS FI 6454 appliances, a new Cisco UCS 5108 AC4 chassis, six (6) new Cisco UCS B200 M6 server appliances, and two (2) new Cisco MDS 9132T fibre channel switches. Sentinel also proposes replacing the existing end-of-life Dell EMC VNX2 5200 storage array and Dell EMC Data Domain 2500 appliance, with a new Dell EMC Unity XT 380 storage array and a new Dell EMC Data Domain 6400 appliance.

Each of the new Cisco UCS B200 M6 blade servers will be installed with existing VMware vSphere hypervisors and licensing and integrated with the existing VMware vCenter virtual appliance. All data and virtual will be migrated from the VNX 5200 to new Unity XT 380 storage arrays. The new Data Domain 6400 will be integrated with the current backup platform and configured for ongoing backup storage and archiving on a CIFS share duplicating the existing configuration of the DD2500. After full replacements, the obsolete equipment will be decommissioned. It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and, in a manner, ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the Customer staff moving forward after the engagement.

The next section "Project Overview" highlights the main phases involved in this project. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with Customer's Team.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for remote discover and/or a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.



Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e., work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Implementation – Dell EMC Storage and Cisco MDS Upgrades

Sentinel Professional Services are included to perform the following tasks:

- **Project Initiation, Discovery, and Staging**
 - Provide a certified project manager to oversee the project communications, resources, scheduling, coordination, and ensure project success.
 - Perform a detailed discovery and health check of existing Dell EMC VNX2 5200 storage array and existing Cisco 9148S fibre channel switches being replaced and report findings and recommendations to Customer.
 - Note: Remediation is not included with this project. If any remediation is necessary, this will be communicated to Customer, along with additional time and materials estimates to complete each remediation recommendation.
 - Stage, update, and preconfigure (2) MDS 9132T fibre channel switches with the latest recommended firmware version.
 - Stage, update, and preconfigure new Dell EMC Unity XT storage array with dual Storage Processors in the DPE enclosure with the latest recommended firmware version.
 - Attach new Dell EMC Unity XT storage array DAE enclosure to DPE storage processors and preconfigure.
 - Burn-in test the new Unity XT platform and Cisco MDS hardware and verify operation.
 - Repack and reship the Unity XT and Cisco MDS hardware to customer.
- **Onsite Installation**
 - Travel on-site and rackmount and connect new Unity XT and new Cisco MDS equipment into existing racks and connect to customer-provided electrical outlets and network switching ports.
 - Collaborate with customer to finalize existing network switching port configurations to host new Unity XT storage array DPE and DAE enclosures, new Cisco MDS switches, and corresponding system management ports.



- Power up the new Unity XT platform and Cisco MDS switches, and test and verify operation and reachability of network.
- Integrate new Unity XT to the existing VMware vCenter virtual appliance.
- Finalize configuration of Unity XT.
- Test and verify operation of all Unity XT components and readiness for data migrations.
- **Storage Migrations**
 - Perform pilot live migration of 1 or 2 low-impact data stores using VMware Storage vMotion from old VNXs 5200 to new Unity XT 380 storage platforms. Test and verify completion of pilot data migrations.
 - Schedule and complete migration/relocation of remaining storage old VNX2 5200 to new Unity XT 380 storage platforms.
 - Collaborate with customer to test and verify completion of migration/relocation of all storage.
- Decommission and remove old VNX2 5200 storage platform, or optionally, leave installed to be repurposed by customer as a test/dev platform.

Implementation – Cisco UCS Upgrades

Sentinel Professional Services are included to perform the following tasks:

- **Discovery and Staging**
 - Perform a detailed discovery and health check of existing Cisco UCS platform and VMware vCenter and vSphere platforms being upgraded and report findings and recommendations to Customer.
 - Note: Remediation is not included with this project. If any remediation is necessary, this will be communicated to Customer, along with additional time and materials estimates to complete each remediation recommendation.
 - Stage, update, and preconfigure (2) UCS 6454 Fabric Interconnects, (1) UCS 5108 AC4 Chassis, and (6) UCS B200 M6 Servers with the latest recommended UCS Manager and firmware versions.
 - Configure two 240 GB M.2 SSD storage modules and an M.2 RAID controller into each B200 M6 server as a mirrored RAID-1 boot volume and install VMware vSphere 7.x hypervisors and latest recommended patches and updates.
 - Burn-in test the UCS and VMware vSphere and verify operation.
 - Repack and reship the UCS hardware to customer.
 - Update VMware vCenter to latest recommend version 7x including applying patches and updates.
- **Onsite Installation**
 - Travel on-site and rackmount and connect all new UCS equipment into existing racks and connect to customer-provided electrical outlets and network switching ports and new Cisco MDS fibre channel switches.
 - Collaborate with customer to finalize existing network switching port configurations to host new UCS fabric interconnects and new SFP+/SFP28 direct attached network cabling, and management ports for UCS and MDS equipment.
 - Power up the new UCS platforms and test and verify operation and reachability of network.
 - Integrate each B200 M6 server to the existing VMware vCenter virtual appliance.
 - Test and verify operation of all UCS and MDS components and readiness for data migrations.
- **VMware Virtual Machines Migration**
 - Perform pilot live migration of 1 or 2 low-impact virtual machines using VMware vMotion from old B200 M4 to new B200 M6 blade server platforms. Test and verify completion of pilot server VM migrations.
 - Schedule and complete migration/relocation of remaining virtual machines from old B200 M4 to new B200 M6 blade server platforms.
 - Collaborate with customer to test and verify completion of migration/relocation of all virtual machines.
- Decommission and Remove old UCS 6248 Fabric Interconnect Appliances, old UCS Chassis, old UCS blade servers, and old MDS fibre channel switches.



Implementation – Dell EMC Data Domain Upgrades

Sentinel Professional Services are included to perform the following tasks:

- **Discovery, and Staging**
 - Perform a detailed discovery and health check of existing Dell EMC Data Domain 2500 appliance being replaced and report findings and recommendations to Customer.
 - Note: Remediation is not included with this project. If any remediation is necessary, this will be communicated to Customer, along with additional time and materials estimates to complete each remediation recommendation.
 - Stage, update, and preconfigure new Dell EMC Data Domain 6400 appliance with the latest recommended firmware version.
 - Burn-in test the new Data Domain platform and verify operation.
 - Repack and reship the Data Domain hardware to customer.
- **Onsite Installation**
 - Travel on-site and rackmount and connect new Data Domain equipment into existing racks and connect to customer-provided electrical outlets and network switching ports.
 - Collaborate with customer to finalize existing network switching port configurations to host new Data Domain, and corresponding system management ports.
 - Power up the new Data Domain platform and test and verify operation and reachability of network.
 - Integrate new Data Domain to the existing backup software and also to Microsoft Active Directory for the WORM storage on CIFS share.
 - Finalize configuration of Data Domain.
 - Test and verify operation of all Data Domain components.
 - Collaborate with customer to reconfigure existing backup jobs to target backup storage to new Data Domain platform.
 - Collaborate with customer to finalize configuration of CIFS share and retention locking on new Data Domain platform.

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated two cutover windows, one for storage and another for UCS. Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.



Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
 - Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management, and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Customer is made aware of any issues promptly to determine resolution.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR process described herein.



Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials **Option 1**
Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2
Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3
Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4
Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e., 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.



Optics (SFP, SFP+, GBIC, etc...)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND-ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Sentinel High Availability Network Support (HANS™)

1. Inspection and Repair

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

2. Responsibilities of Contractor

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

The Maintenance Service includes:

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



3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified in the Pricing Summary.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers, or agents.

4. Call Recording

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

5. Periods of Maintenance Service Availability

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

6. Excluded Services

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

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by Acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide



- suitable environmental conditions; fault or negligence of the Customer, its agents, employees, or assigns; improper use or misuse of the Equipment; and causes external to the Equipment, such as, but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- Furnishing supplies or accessories, or refurbishing of Equipment.
 - Installation, moves, adds, or changes to Equipment/software.
 - Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.

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

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

- Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- Severity 2:** Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- Severity 3:** Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

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

Incident Service Level

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

8. SLA Options

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

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

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

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

- The following details the level of support provided under all HANS™ service agreements:
 - All calls for service are to be placed with, monitored, and escalated by Contractor.



- Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
- For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
- Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
- Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
- Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
- Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
- Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in the Pricing Summary.
- b. The following details the additional level of support provided under all HANS™ Gold service agreements:
 - Cisco Specific Items
 - Contractor will provide the software for the Smart Collector upon Customer's request. The Smart Collector will only provide the functionality outlined below. Without the Smart Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase, and the Customer will be responsible for provisioning the OVA provided by Sentinel. Customer is also responsible for providing Contractor with SNMP Read-Only community strings for each device. Customer will be responsible for re-configuring the community string if it is not configured correctly on the devices.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
 - NetApp/EMC Specific Items
 - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.
 - General Items
 - Contractor provides TAC support and escalation of cases to Manufacturer TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate in Contractor's call with Manufacturer TAC.
 - Contractor will provide Contract and Inventory Management on the Customer infrastructure.
 - Microsoft Premier Support for Partners (PSfP) (See the Pricing Summary for Hours Included)
 - Problem Resolution Support Hours for Reactive Support
 - 24x7 Break/fix support for server and desktop products
 - Unlimited support for all Cloud Technologies
 - Managed escalation
 - Ability to declare critical situation/Rapid On Site Services (ROSS)
 - Goaled Response Times (1 Hour for Severity A, 2 Hours for Severity B, and 4 Hours for Severity C incidents)
 - Support Assistance Hours for Proactive Services
 - Risk Assessments for Microsoft technologies
 - Tuning and optimizations
 - Application Development advisory services
 - Customized training and knowledge transfer
 - Workshops and chalk talks
 - Service Delivery Management via a Customer Success Account Manager
 - Resource coordination and case escalation
 - Scheduling and planning of all proactive services
 - Trusted advisor within the Microsoft services organization
 - Hours include Sentinel and Microsoft support hours and are tracked in 15 minute increments on the opened service calls.
 - Cloud Technologies support is defined as items that are solely in the control of Microsoft and have no premise support required. Microsoft determines at the end of a service call whether



the call is related to Cloud Technologies support and does not detract hours from the support agreement.

- o Additional hours can be purchased during the support agreement term or a new support agreement can be purchased if all hours are exhausted within the 12 month term.
- o Hours must be used within the 12 month term and cannot be extended.

Pricing Summary

Data Center Refresh

Hardware and Software

		Extended Price
Cisco UCS Fabric Interconnects	\$	31,264.00
Cisco UCS Chassis	\$	12,567.00
Cisco UCS Blade Servers	\$	170,964.00
Cisco MDS Fibre Channel	\$	8,176.00
Dell EMC Unity XT 380	\$	31,797.00
Dell EMC Data Domain 6400	\$	26,736.00
Hardware and Software Total	\$	281,504.00

Solution Maintenance & Support

		Extended Price
Maintenance and Support	\$	28,072.00
Maintenance & Support Total	\$	28,072.00

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	281,504.00
Solution Maintenance & Support	\$	28,072.00
Professional Services	\$	59,598.00
Travel & Expenses - Estimated (Bill Actual)	\$	1,317.00
Project Total	\$	370,491.00

***Quote is valid until 07/22/2020**

Plus applicable tax, shipping & handling

***Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**



Cisco UCS Fabric Interconnects

Cisco UCS Fabric Interconnects				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco UCS 6454 Fabric Interconnect Appliances				21 day lead
<i>Promotional Bundle - High Availability Pair of FI 6545</i>				
<i>each FI 6545 includes:</i>				
- 16 Universal Ports - 10/25-Gbps Ethernet SFP28 or 8/16/32-Gbps Fibre Channel				
- 28 Ports 10/25-Gbps Ethernet SFP28				
- 4 Ports 1/10/25-Gbps Ethernet SFP28				
- 6 Ports 40/100-Gbps Ethernet QSFP28				
- 18-10/25 Gbps port licenses				
- 2-40/100 Gbps port licenses				
- Dual 650 Watt Power Supplies				
- 4x 3-meter SFP+ Twinax cables				
- 2x 32 Gbps Fibre Channel SW Transceivers				
UCS SP Select 6454 FI, SFP Cables/FC Optics -2Pk	1	\$ -	\$ -	
(Not sold standalone) UCS 6454 FI	2	\$ 14,880.00	\$ 29,760.00	
UCS Manager v4.2 and Intersight Managed Mode v4.2	2	\$ -	\$ -	
UCS 6332/ 6454 Power Supply/100-240VAC	4	\$ -	\$ -	
Power cord, C13 to C14 (recessed receptacle), 10A	4	\$ -	\$ -	
32 Gbps Fibre Channel SW SFP+, LC	4	\$ -	\$ -	
10GBASE-CU SFP+ Cable 3 Meter	8	\$ -	\$ -	
UCS 6332/ 6454 Chassis Accessory Kit	2	\$ -	\$ -	
UCS 6332/ 6454 Fan Module	8	\$ -	\$ -	
25GBASE-CU SFP28 Cable 3 Meter	16	\$ 94.00	\$ 1,504.00	
			Hardware and Software Sub-Total:	\$31,264.00

Cisco UCS Chassis

Cisco UCS Chassis				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco UCS 5108 AC4 Chassis Bundle				175 day lead
<i>Promotional Bundle</i>				
<i>Bundle includes:</i>				
- Single chassis with dual 2408XP fabric extenders				
- Each 2408XP includes 8x25 Gb external, 32x10Gb internal ports)				
- 16x 25 GBASE-CU SFP28 3-Meter Cables				
- 4x 2500W AC power supplies (requires 220 volt 20 amp)				
UCS SP Select 5108 AC2 Chassis w/2408 IO, 4x SFP cable 3m	1	\$ 11,775.00	\$ 11,775.00	
UCS 5108 Blade Chassis FW Package 4.0	1	\$ -	\$ -	
Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	4	\$ -	\$ -	
2500W Platinum AC Hot Plug Power Supply - DV	4	\$ -	\$ -	
UCS 2408 I/O Module (8 External 25Gb Ports, 32 Internal 10Gb	2	\$ -	\$ -	
Accessory kit for UCS 5108 Blade Server Chassis	1	\$ -	\$ -	
Blade slot blanking panel for UCS 5108/single slot	8	\$ -	\$ -	
Fan module for UCS 5108	8	\$ -	\$ -	
UCS 5108 Packaging for chassis with half width blades.	1	\$ -	\$ -	
Single phase AC power module for UCS 5108	1	\$ -	\$ -	
25GBASE-CU SFP28 Cable 3 Meter	4	\$ -	\$ -	
25GBASE-CU SFP28 Cable 3 Meter	12	\$ 66.00	\$ 792.00	
			Hardware and Software Sub-Total:	\$12,567.00



Cisco UCS Blade Servers

Cisco UCS Blade Servers				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco UCS B200 M6 Blade Servers - Standard Bundle				
<i>Each server includes:</i>				
(2) Intel 6326 2.9 GHz 16-Core Processors				
(8) 64 GB DDR4-3200 MHz 2R RDIMM Memory (512 GB total)				
(1) Cisco VIC 1440 mLOM Network Module with Port Expander				
(1) Cisco M.2 Raid Controller				
(2) 240 GB M.2 SSD Boot Storage Modules (mirrored, for boot)				
UCS M6 RACK, BLADE MLB	1	\$ -	\$ -	49 day lead
UCS B200 M6 Blade w/o CPU, mem, HDD, mezz (UPG)	6	\$ 2,319.00	\$ 13,914.00	
240GB SATA M.2	12	\$ 309.00	\$ 3,708.00	
Cisco Boot optimized M.2 Raid controller	6	\$ 136.00	\$ 816.00	
Cisco UCS VIC 1440 modular LOM for Blade Servers	6	\$ 638.00	\$ 3,828.00	
Cisco UCS Port Expander Card (mezz) for VIC	6	\$ 274.00	\$ 1,644.00	
TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	6	\$ 35.00	\$ 210.00	
UCS 5108 Blade Chassis FW Package 4.2	6	\$ -	\$ -	
Cisco B200 M6 Front Drive Blank Sleds	12	\$ -	\$ -	
UCS DIMM Blanks	144	\$ -	\$ -	
CPU Heat Sink for UCS B-Series M6 CPU socket (Front)	6	\$ -	\$ -	
CPU Heat Sink for UCS B-Series M6 CPU socket (Rear)	6	\$ -	\$ -	
Cisco FlexStorage Mini Storage (for M.2)	6	\$ -	\$ -	
Intel 6326 2.9GHz/185W 16C/24MB DDR4 3200MHz	12	\$ 2,469.00	\$ 29,628.00	
64GB RDIMM DRx4 3200 (16Gb)	48	\$ 2,442.00	\$ 117,216.00	
Other Infrastructure	6	\$ -	\$ -	
Other Workload	6	\$ -	\$ -	
Intersight Opt Out	1	\$ -	\$ -	
Customer using alternate systems mgt. tool: UCSM	1	\$ -	\$ -	
			Hardware and Software Sub-Total:	\$170,964.00

Cisco MDS Fibre Channel

Cisco MDS Fibre Channel				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco MDS 9132T-32 Fibre Channel Switches				
<i>Promotional Bundle - High Availability Pair of MDS 9132T</i>				
<i>each MDS 9132T includes:</i>				
- 8 License Enabled 4/8/16/32 GB Fibre Channel Ports				
- Dual 650 Watt Power Supplies				
- 8x 8/16/32 Gbps Fibre Channel SW Transceivers				
MDS 9132T 32G FC switch, w/ 8 active ports + 32G SW SFPs	2	\$ -	\$ -	49 day lead
32 Gbps Fibre Channel SW SFP+, LC	16	\$ 316.00	\$ 5,056.00	
MDS 9132T 32G 1 RU FC switch, 8 active ports, exhaust, spare	2	\$ 1,197.00	\$ 2,394.00	
650W AC PSU Port side Exhaust	2	\$ 171.00	\$ 342.00	
MDS 9132 FAN tray, port side Exhaust	4	\$ 42.00	\$ 168.00	
650W AC PSU Port side Exhaust	2	\$ -	\$ -	
Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15	4	\$ -	\$ -	
Connectors				
MDS 9132 FAN tray, port side Exhaust	4	\$ -	\$ -	
MDS 9132T Accessory Kit for Cisco	2	\$ -	\$ -	
MDS 9132T NX-OS version 8.4(2)A	2	\$ -	\$ -	
9.8ft (3m) LC-SC 50/125 OM4 Duplex Multimode PVC Fiber	8	\$ 27.00	\$ 216.00	
Optic Cable - Aqua				
			Hardware and Software Sub-Total:	\$8,176.00



Dell EMC Unity XT 380

Dell EMC Unity XT 380				
Description	Qty	Unit Price	Ext Price	Special Notes
Dell-EMC Unity XT 380 Hybrid Platform:				10 day lead
Includes:				
(2) Storage Processors				
(1) 25-slot 2.5" DPE Drive Shelf (2 RU)				
(1) 15-slot 3.5" DAE Drive Shelf (3 RU)				
(1) 4-Port 16 GB Fibre Channel CNA with multimode fiber transceivers				
(2) 4-Port 25 GB SFP+ I/O Cards for iSCSI/NAS				
Total Usable Capacity Estimate = 50.34 TB, 9,817 IOPS				
(5) 1.6 TB Flash 3 SSD Drives (5.66 TB Usable RAID-5 (4+1))				
(Usable storage estimate before compression and deduplication)				
(Estimated IOPS = 8,793)				
(10) 1.8 TB SAS 10K Drives (12.44 TB Usable RAID-5 (4+1))				
(Estimated IOPS = 753)				
(8) 6 TB NL-SAS 7.2K Drives (32.24 TB Usable RAID-6 (6+2))				
(Estimated IOPS = 271)				
(5) 400 GB Flash FAST Cache (4+1 hot spare)				
(1) 1.6 TB Flash 3 SSD Drive (global hot spare)				
(1) 1.8 TB SAS 10K Drive (global hot spare)				
(1) 6 TB NL-SAS 7.2K Drive (global hot spare)				
Unity 380 DPE 25x2.5 Customer Supplied Rack (High Line Power 200V-240V)	1	\$ 3,222.00	\$ 3,222.00	
UNITY 2X4 PORT IO 25GBE TWINAX	1	\$ 485.00	\$ 485.00	
Unity SYSPACK 4X1.8TGB 10K SAS 25X2.5	1	\$ 1,631.00	\$ 1,631.00	
Unity 400GB FAST CACHE 25X2.5 SSD	5	\$ 761.00	\$ 3,805.00	
Unity 1.8TB 10K SAS 25X2.5 DRIVE	7	\$ 408.00	\$ 2,856.00	
D4 1.6TB SAS FLASH 25X2.5 SSD	6	\$ 2,076.00	\$ 12,456.00	
Unity XT 380 Field Install Kit	1	\$ 87.00	\$ 87.00	
Pair of C13/C14 cables (Highline Power) or C19/C20 cables (480/680 Lowline Power) included with DPE	1	\$ -	\$ -	
Unity CNA 4x16Gb FC SFPs	1	\$ -	\$ -	
Unity 3U 15x3.5 DAE Customer Supplied Rack (Pair of SAS Cables Included)	1	\$ 820.00	\$ 820.00	
D4 6TB NLSAS 15X3.5 DRIVE	9	\$ 715.00	\$ 6,435.00	
Hardware and Software Sub-Total:			\$31,797.00	

Dell EMC Data Domain 6400

Dell EMC Data Domain 6400				
Description	Qty	Unit Price	Ext Price	Special Notes
Dell-EMC Data Domain 6400 Platform:				20 day lead
Includes:				
(32 TB Capacity and Licensing)				
Dual Storage Controllers and power Supplies				
4x 10GB SFP Network Ports				
4x 10 Gb 3-Meter SFP+ Active Optical Cabling				
2x 25 GB SFP28 Network Ports				
2x 25 Gb 7-Meter SFP28 Active Optical Cabling				
Controller DD6400 NFS CIFS	1	\$ 6,474.00	\$ 6,474.00	
System DD6400 PSNT	1	\$ -	\$ -	
DD6400 Capacity License Bundle 1TBu=CC	32	\$ 554.00	\$ 17,728.00	
Desired Capacity (in TBs)	32	\$ -	\$ -	
DD 25GSFP ENET 2PT INTEL	1	\$ 336.00	\$ 336.00	
DD 10GSFP IO MODULE NDC INTEL	1	\$ 377.00	\$ 377.00	
Cable 25GbE 7M AOC	2	\$ 271.00	\$ 542.00	
Cable 10GbE 3M AOC	4	\$ 134.00	\$ 536.00	
DD6400 Field Install Kit	1	\$ 743.00	\$ 743.00	
DD OS 7.7X=IA	1	\$ -	\$ -	
DD6400 Cloud Tier 1TB =CC	64	\$ -	\$ -	
Hardware and Software Sub-Total:			\$26,736.00	



Maintenance and Support

Maintenance and Support					Description		Qty	Unit Price	Ext Price	Special Notes
Sentinel HANS™ Platinum Cisco Maintenance (1-Year) (includes										
Cisco Smartnet 24x7x4)										
HANS™ Platinum 24X7X4 Onsite (Not sold standalone) UCS 6454 FI										
HANS™ Platinum 24X7X4 Onsite UCS SP Select 5108 AC2 Chassis										
w/2408 IO, 4x SFP										
HANS™ Platinum 24X7X4 Onsite UCS B200 M6 Blade w/										
HANS™ Platinum 24X7X4 Onsite MDS 9132T 32G 1 RU FC switch, w/ 8										
active										
Sentinel HANS™ Platinum Dell-EMC Unity XT 380 Maintenance (3-Years) (includes Dell-EMC										
ProSupport Mission Critical)										
HANS™ Platinum ProSupport Mission Critical 7x24 Technical Support										
and Assistance 3 Year										
HANS™ Platinum ProSupport Mission Critical 4-Hour 7x24 Onsite										
Service with Emergency Dispatch 3 Years										
HANS™ Platinum Dell Hardware Limited Warranty										
HANS™ Platinum Thank you choosing Dell ProSupport. For tech										
support, visit /www.dell.com/support or call 1-800- 945-3355										
HANS™ Platinum ProSupport Mission Critical, Software Support										
Maintenance 3 Years										
HANS™ Platinum ProSupport: Mission Critical 4-Hour 7x24 On-Site Low										
Capacity SSD Add-On, 3 Years										
HANS™ Platinum ProSupport: Mission Critical 4-Hour 7x24 On-Site										
Hard Disk Drive Add-On, 3 Years										
HANS™ Platinum ProSupport Mission Critical 7x24 Technical Support										
and Assistance 3 Years										
HANS™ Platinum ProSupport Mission Critical 4-Hour 7x24 Onsite										
Service with Emergency Dispatch 3 Years										
HANS™ Platinum Dell Hardware Limited Warranty										
HANS™ Platinum Thank you choosing Dell ProSupport. For tech										
support, visit /www.dell.com/support or call 1-800- 945-3355										
HANS™ Platinum ProSupport Mission Critical, Software Support										
Hybrid, Software Support/Maintenance, 3 Years										
HANS™ Platinum ProSupport Mission Critical, Storage										
Monitoring/Reporting, Software Support/Maintenance 1 Year										
Sentinel HANS™ Platinum Dell-EMC Data Domain 6400 Maintenance (3-Years) (includes Dell-										
EMC ProSupport Mission Critical)										
HANS™ Platinum Dell Hardware Limited Warranty										
HANS™ Platinum ProSupport Mission Critical 4-Hour 7x24 Onsite										
Service with Emergency Dispatch 3 Years										
HANS™ Platinum ProSupport Mission Critical 7x24 Technical Support										
and Assistance 3 Years										
HANS™ Platinum Thank you choosing Dell ProSupport. For tech										
support, visit /www.dell.com/support or call 1-800-945-3355										
HANS™ Platinum ProSupport Mission Critical Operating Env										
Stwr Spt-Maint										
HANS™ Platinum 3 Years ProSupport Mission Critical DD Cloud Tier										
Stwr Spt-Maint										
HANS™ Platinum 3 Years ProSupport Mission Critical Capacity Bundle										
1TB Raw Stwr Spt-Maint										
HANS™ Platinum 3 Years ProSupport Mission Critical DD Cloud Tier										
Stwr Spt-Contract										



General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

***This quote is valid until 08 / 11 / 2022.**

***Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**

CUSTOMER:
Cliff Castle Casino

Signature: _____

Printed Name: Aaron Moss

Title: General Manager

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

Appendix A

Wireless Network Infrastructure Equipment
Sentinel Technologies, Inc.



APPENDIX A

Customer Name: Cliff Castle Casino

Street Address: 555 Middle Verde Road

City, State, Zip: Camp Verde, AZ 86322

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Cliff Castle Casino (Customer) with principal offices at 555 Middle Verde Road, Camp Verde, AZ 86322 is hereby appended to include the following:

Commencement Date

Agreement No.

Addendum No. 039-BW

Executive Summary

Cliff Castle Casino Resort is looking to refresh and upgrade their existing Cisco Wireless Network Infrastructure, including replacing the existing Cisco 5520 Wireless LAN Controller with a new pair of high-availability Cisco Catalyst 9800-L Wireless LAN Controllers, replacing (59) existing Cisco Aironet 1702I wireless access points with new Cisco 9115AXI 802.11ax Wi-Fi 6 wireless access point, and integrate with the existing Cisco Identity Services Engine (ISE) virtual appliance for wireless user authentication.

Sentinel Professional services are included to uninstall and remove old equipment and design and implement the proposed new equipment with a comparable configuration and reuse all existing network cabling and connected network switch ports.

It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and, in a manner, ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a remote discovery by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e., work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.



Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Implementation and Configuration – Wireless LAN Controller and Access Points

Sentinel will install and configure a new high-availability pair of Cisco Catalyst 9800-C Wireless LAN Controller appliances into the MDF rack adjacent to the existing Cisco 5508 WLC, and connect to customer-provided network cabling. The existing configuration on the current Cisco 5508 WLC will be modified and migrated to the new Cisco 9800 WLC. All new Cisco wireless access points provided in this project will be onboarded to the new 9800 WLC.

Sentinel will also replace existing Cisco 1702i wireless access points with new Cisco 9115 wireless access points and re-use existing network cabling and connected network switch ports.

- Sentinel to consult with customer to develop and finalize the Wireless Network Design and Implementation Blueprint to document the existing wireless network configuration and reconfiguration needs and gather existing equipment and environmental information for the existing Cisco access point locations and Cisco WLAN controller configurations.
- Sentinel to review the 5508 wireless LAN controller configuration and modify and adapt for use on the new Cisco 9800 WLC.
- Sentinel to upgrade both new 9800 WLCs to the latest recommended software version and apply the migrated configuration from the 5508 WLC. Sentinel to mount the new Cisco 9800 WLCs in the MDF rack adjacent to the 5508 controller and connect to the core network switches. Each new WAP will be onboarded to the 9800 WLC.
- Sentinel to replace existing Cisco Aironet 1702i indoor wireless access points with new Cisco 9115AXI access points in the same locations and re-use existing network cabling and network switch ports.
- Test and verify operation of the new 9800 WLC and each new wireless access point.
- Sentinel will gather all obsolete wireless access points and WLC and accessories that are replaced within this project to a centralized collection point designated by customer.

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated one (1) cutover window(s). Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.



- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
- Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.



Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Camelback Ranch Baseball is made aware of any issues promptly to determine resolution.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR process described herein.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

- | | |
|---|--|
| Initials

_____ | Option 1
Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2
Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3
Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4
Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities. |
|---|--|

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.



Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request. Existing patch cords will be re-used.

Lift Requirement

Sentinel assumes the Customer will provide a lift to reach wireless access point higher than can be reached with an 8-foot folding ladder.

Travel Requirements and Cost

Travel is estimated for 3x 5-day weeks onsite, and includes Travel Time, Mileage Reimbursement, and Per Diem. Overnight lodging is assumed to be Customer-provided. Actual travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Sentinel High Availability Network Support (HANS™)

1. Inspection and Repair

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

2. Responsibilities of Contractor

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

The Maintenance Service includes:

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

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.



- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified in the Pricing Summary.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers, or agents.

4. Call Recording

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

5. Periods of Maintenance Service Availability

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

6. Excluded Services

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

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



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

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

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

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

Incident Service Level

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

8. SLA Options

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

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

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

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

- a. The following details the level of support provided under all HANS™ service agreements:
 - All calls for service are to be placed with, monitored, and escalated by Contractor.
 - Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.



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



Pricing Summary

Cisco Wireless Network Upgrade

Hardware and Software

	Extended Price
Catalyst 9800-L WLC Primary	\$ 4,953.00
Catalyst 9800-L WLC Secondary	\$ 4,953.00
Catalyst 9115 WAPs	\$ 36,049.00
Hardware and Software Total	\$ 45,955.00

Solution Maintenance & Support

	Extended Price
Maintenance and Support	\$ 7,335.00
Maintenance & Support Total	\$ 7,335.00

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancellation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

	Terms & Price
DNA Subscriptions	
Initial Term Subscriptions Sub-Total:	\$ 7,304.20
Subscriptions Total	\$ 7,304.20

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

	Extended Price
Hardware and Software	\$ 45,955.00
Solution Maintenance & Support	\$ 7,335.00
Solution Subscriptions	\$ 7,304.20
Professional Services	\$ 34,452.00
Travel & Expenses - Estimated (Bill Actual)	\$ 3,951.00
Project Total	\$ 98,997.20
<i>Plus applicable tax, shipping & handling</i>	

*Quote is valid until 07/27/2022

Catalyst 9800-L WLC Primary

Catalyst 9800-L WLC Primary				
Description	Qty	Unit Price	Ext Price	Special Notes
Catalyst 9800-L Wireless LAN Controller - Primary				
Cisco Catalyst 9800-L Wireless Controller_Copper Uplink	1	\$ 4,815.00	\$ 4,815.00	209 day lead
Cisco Catalyst 9800 Series Wireless Controller DTLS License	1	\$ -	\$ -	
Cisco Catalyst 9800-L Wireless Controller	1	\$ -	\$ -	
C9800 Wireless Controller Rack Mount Tray	1	\$ 138.00	\$ 138.00	
Cisco Catalyst 9800 L Wireless Controller Power Supply	1	\$ -	\$ -	
AC Power Cord, Type C5, US, Canada	1	\$ -	\$ -	
Network Plug-n-Play Connect for zero-touch device deployment	1	\$ -	\$ -	
Hardware and Software Sub-Total:			\$4,953.00	



Catalyst 9800-L WLC Secondary

Catalyst 9800-L WLC Secondary					
Description	Qty	Unit Price	Ext Price	Special Notes	
Catalyst 9800-L Wireless LAN Controller - Secondary					
Cisco Catalyst 9800-L Wireless Controller_Copper Uplink	1	\$ 4,815.00	\$ 4,815.00	209 day lead	
Cisco Catalyst 9800 Series Wireless Controller DTLS License	1	\$ -	\$ -		
Cisco Catalyst 9800-L Wireless Controller	1	\$ -	\$ -		
C9800 Wireless Controller Rack Mount Tray	1	\$ 138.00	\$ 138.00		
Cisco Catalyst 9800 L Wireless Controller Power Supply	1	\$ -	\$ -		
AC Power Cord, Type C5, US, Canada	1	\$ -	\$ -		
Network Plug-n-Play Connect for zero-touch device deployment	1	\$ -	\$ -		
Hardware and Software Sub-Total:				\$4,953.00	

Catalyst 9115 WAPs

Catalyst 9115 WAPs					
Description	Qty	Unit Price	Ext Price	Special Notes	
Catalyst 9115 WAP with 802.11ax Wi-Fi 6 and Internal Omni Antennas					
Cisco Catalyst 9115AX Series	59	\$ 611.00	\$ 36,049.00	392 day lead	
Capwap software for Catalyst 9115AX	59	\$ -	\$ -		
802.11 AP Universal Mounting Bracket	59	\$ -	\$ -		
Ceiling Grid Clip for APs & Cellular Gateways-Recessed	59	\$ -	\$ -		
Network Plug-n-Play Connect for zero-touch device deployment	59	\$ -	\$ -		
Minimum Quantity =10	59	\$ -	\$ -		
Wireless Cisco DNA On-Prem Essentials, 9115 Tracking	59	\$ -	\$ -		
Wireless Cisco DNA On-Prem Essential, Term Lic	59	\$ -	\$ -		
Prime AP Term Licenses	59	\$ -	\$ -		
Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	59	\$ -	\$ -		
AIR CISCO DNA Perpetual Network Stack	59	\$ -	\$ -		
Hardware and Software Sub-Total:				\$36,049.00	

Maintenance and Support

Maintenance and Support					
Description	Qty	Unit Price	Ext Price	Special Notes	
Sentinel HANS™ Gold Maintenance (1-Year)					
HANS™ Gold 8x5xNBD Onsite Cisco Catalyst 9800-L Wireless Controller	2	\$ 1,809.00	\$ 3,618.00		
HANS™ Gold 8x5xNBD Remote Cisco Catalyst 9115AX Series	59	\$ 63.00	\$ 3,717.00		
Maintenance & Support Sub-Total:				\$7,335.00	

DNA Subscriptions

DNA Subscriptions							
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term
Catalyst 9115 DNA Essential Subscription (3-Years)							
C9115AX Cisco DNA On-Prem Essential, 3Y Term, Trk Lic	59	\$ -	\$ -	36 Months	1/1/2023	Prepaid	Requote
Wireless Cisco DNA On-Prem Essential, 3Y Term Lic	59	\$ 123.80	\$ 7,304.20	36 Months	1/1/2023	Prepaid	Requote
PI Dev Lic for Lifecycle & Assurance Term 3Y	59	\$ -	\$ -	36 Months	1/1/2023	Prepaid	Requote
Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	59	\$ -	\$ -	36 Months	1/1/2023	Prepaid	Requote
Initial Term Subscriptions Sub-Total:				\$7,304.20			



General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

***This quote is valid until 07 / 27 / 2022.**

***Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**

CUSTOMER:
Cliff Castle Casino

Signature: _____

Printed Name: Aaron Moss

Title: General Manager

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C

Appendix A
Phone and Other Voice Equipment
Sentinel Technologies, Inc.



APPENDIX A

Customer Name: Cliff Castle Casino

Street Address: 555 Middle Verde Road

City, State, Zip: Camp Verde, AZ 86322

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Cliff Castle Casino (Customer) with principal offices at 555 Middle Verde Road, Camp Verde, AZ 86322 is hereby appended to include the following:

Commencement Date

Agreement No.

Addendum No. 040-BW

Executive Summary

Cliff Castle Casino Resort is looking to refresh and upgrade their existing obsolete and end of life Cisco Business Edition 6000 M4 server appliances with new BE6000 M5 server appliances and migrate their existing Cisco Collaboration Virtual Machines to the new server appliances, and replace existing Cisco 8831 IP Conference phones and existing Cisco Key Expansion Modules with new Cisco 8832 IP Conference phones and new Cisco 8800 series Key Expansion Modules.

Sentinel Professional services are included to uninstall and remove old equipment and design and implement the proposed new equipment with a comparable configuration and migrate existing Cisco Collaboration virtual machines from the BE6K M4 to BE6K M5 server appliances.

It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and, in a manner, ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a remote discovery by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e., work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.



Phase 4 - Implementation

Sentinel engineers will proceed with the Implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Implementation and Configuration

Discovery and Health Check

Sentinel will perform a detailed remote discovery and health check of the existing Cisco Collaboration Server Platform and Virtual Application Servers and related systems and advise customer of any required remediation and associated costs. Any required server or application remediation services shall be quoted separately and are not included with this proposal.

Design and Implementation Blueprint

Sentinel will collaborate with the Customer to complete and review the Design and Implementation blueprint which will document the proposed design, implementation, configuration, and migration details. The blueprint must be approved by the Customer to proceed with the project.

Verification of Current Backups

Sentinel will collaborate with the Customer to verify current backups of all Cisco Collaboration Application servers have completed and are available for recovery.

Business Edition 6000 Server Appliance Upgrades

Sentinel will perform following tasks as part of the BE6K appliance server upgrades:

- Upgrade CIMC firmware, as needed, on both new BE6K appliance servers to the latest recommended version.
- Upgrade the VMware vSphere ESXi hypervisor, as needed, on both BE6K appliance servers to version 7 and apply the latest recommended updates and patches.
- Test and verify operation of the CIMC firmware upgrade and VMware vSphere ESXi upgrades.
- Rackmount new BE6K server appliances and connect to existing core network switches and electrical power.
- Migrate Cisco Collaboration virtual machine servers from M4 to M5 server appliances.
- Configure and deploy new Cisco 8832 IP Conference Phones and microphone kits to replace existing 8831 phones.
- Configure and deploy new Cisco Key Expansion Modules to replace existing KEM modules.
- Return obsolete equipment to customer.

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated one (1) cutover window(s). Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.



Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
 - Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.



Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Camelback Ranch Baseball is made aware of any issues promptly to determine resolution.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR process described herein.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials

Option 1

Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2

Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3

Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4

Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.



Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request. Existing patch cords will be re-used.

Travel Requirements and cost

Travel is estimated for 2-days onsite, and includes Travel Time, Mileage Reimbursement, and Per Diem. Overnight lodging is assumed to be Customer-provided. Actual travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Pricing Summary

Cisco Voice System Refresh

Hardware and Software

		Extended Price
Cisco BE6K Voice Servers	\$	12,484.00
Cisco 8832 Conference Phones	\$	2,038.00
Cisco KEM	\$	1,156.00
Hardware and Software Total	\$	15,678.00

Solution Maintenance & Support

		Extended Price
Maintenance and Support	\$	2,032.00
Maintenance & Support Total	\$	2,032.00

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	15,678.00
Solution Maintenance & Support	\$	2,032.00
Professional Services	\$	8,118.00
Travel & Expenses - Estimated (Bill Actual)	\$	1,197.00
Project Total	\$	27,025.00

*Quote is valid until 07/28/2022

Plus applicable tax, shipping & handling

*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.



Cisco BE6K Voice Servers

Cisco BE6K Voice Servers					
Description	Qty	Unit Price	Ext Price	Special Notes	
Cisco Business Edition 6000 Voice Server Appliances					
Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	2	\$ 5,893.00	\$ 11,786.00	98 day lead	
Cisco UCS 770W AC Power Supply for Rack Server	2	\$ -	\$ -		
Cisco 12G Modular RAID controller with 2GB cache	2	\$ -	\$ -		
300GB 12G SAS 10K RPM SFF HDD	12	\$ -	\$ -		
Enable RAID 5 Setting	2	\$ -	\$ -		
16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	6	\$ -	\$ -		
2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	2	\$ -	\$ -		
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$ -	\$ -		
Cisco BE Embedded Virt. Basic 7x, BE6K only	2	\$ -	\$ -		
Cisco UCS 770W AC Power Supply for Rack Server	2	\$ 331.00	\$ 662.00		
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$ 18.00	\$ 36.00		
Hardware and Software Sub-Total:				\$12,484.00	

Cisco 8832 Conference Phones

Cisco 8832 Conference Phones					
Description	Qty	Unit Price	Ext Price	Special Notes	
Cisco 8832 IP Conference Phone					
Cisco 8832 In Charcoal with accessories for North America	2	\$ 842.00	\$ 1,684.00	182 day lead	
Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	2	\$ -	\$ -		
Cisco 8832 Wireless Microphone Kit (includes 2)					
Cisco 8832 Wireless Microphones Kit for North America	1	\$ 354.00	\$ 354.00	56 day lead	
Hardware and Software Sub-Total:				\$2,038.00	

Cisco KEM

Cisco KEM					
Description	Qty	Unit Price	Ext Price	Special Notes	
Cisco Key Expansion Modules (sidecars) for Cisco 885x/886x IP Phones					
8800 Series Audio KEM, 28 Button	4	\$ 289.00	\$ 1,156.00	182 day lead	
Hardware and Software Sub-Total:			\$1,156.00		

Maintenance and Support

Maintenance and Support				
Description	Qty	Unit Price	Ext Price	Special Notes
Sentinel HANS™ Gold Maintenance (1-Year)				
HANS™ Gold 24x7x4 Onsite Cisco Business Edition 6000M (M5) Appliance	2	\$ 762.00	\$ 1,524.00	
HANS™ Gold SWSS UPGRADES Cisco BE Embedded Virt. Basic 7x, BE6K	2	\$ 90.00	\$ 180.00	
HANS™ Gold 8x5xNBD Remote Cisco 8832 in Charcoal with accessories	2	\$ 88.00	\$ 176.00	
HANS™ Gold 8x5xNBD Remote Cisco 8832 Wireless Microphones Kit	1	\$ 56.00	\$ 56.00	
HANS™ Gold 8x5xNBD Remote 8800 Series Audio KEM, 28 Button	4	\$ 24.00	\$ 96.00	
Maintenance & Support Sub-Total:				\$2,032.00

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.



- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All invoices: Net 30

***This quote is valid until 07 / 28 / 2022.**

***Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**

CUSTOMER:
Cliff Castle Casino

Signature: _____

Printed Name: Aaron Moss

Title: General Manager

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

Appendix A
Network Switches
Sentinel Technologies, Inc.



APPENDIX A

Customer Name: Cliff Castle Casino

Street Address: 555 Middle Verde Road

City, State, Zip: Camp Verde, AZ 86322

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Cliff Castle Casino (Customer) with principal offices at 555 Middle Verde Road, Camp Verde, AZ 86322 is hereby appended to include the following:

Commencement Date

Agreement No.

Addendum No. 037r1-BW

Executive Summary

Cliff Castle Casino Resort is looking to upgrade their current Network Switching platform in their MDF Server Room from Cisco Catalyst 6800-series network switches to new Cisco Catalyst 9500 core and Cisco Catalyst 9300L access network switches.

Sentinel professional services are included to design and implement the new switching solution and to deploy and migrate all existing network connections, transceivers, and network patch cords from the Catalyst 6800-series, and maintain current network connectivity. Sentinel proposes staging and preconfiguring the new switches off-site, then coming onsite and installing the new switches immediately below each existing switch. This will facilitate simpler and rapid cutover and migration of the current network cabling and fiber transceivers from old to new switches. After cutover and testing, Sentinel will dismount and remove the old switches from the network racks.

It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and, in a manner, ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the Customer staff moving forward after the engagement.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for remote discovery and data gathering by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase. Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e., work which will require outages will be scheduled during appropriate maintenance windows).

**Phase 3 - Staging**

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

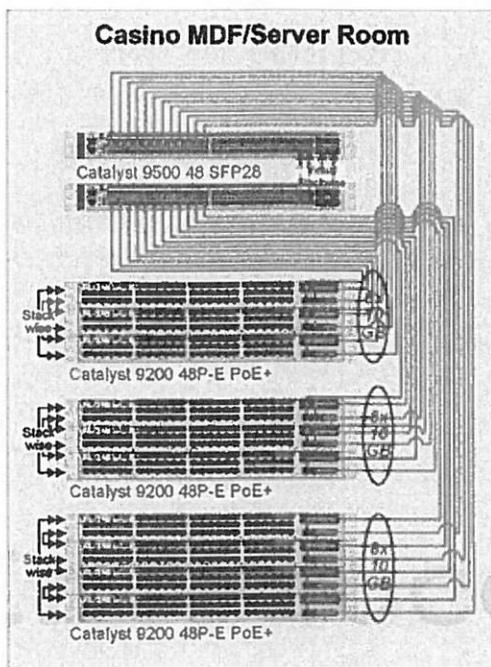
Network Design and Diagram

The proposal design includes two Catalyst 9500 48-port core network switches to be configured in a Stackwise Virtual cluster and provide 48-ports of SFP28 1/10/25 Gbps switch ports and 4-ports of QSFP+ 40/100 Gbps uplink switch ports per each of the two core switches. The Catalyst 9500 core switches will replace the current Catalyst 6880 pair of core network switches each providing 32-ports of SFP+ 1/10 Gbps switch ports.

The proposal also includes ten (10) new Cisco Catalyst 9300L 48-port Gigabit Ethernet with PoE+ network ports per switch and 4-ports of SFP+ 1/10 Gbps uplinks per each of the ten switches. The Catalyst 9300L switches will be stacked into three different switch stacks with 3 + 3 + 4 switches per stack and using Cisco Stackwise-320 stacking modules and cabling. Each of the (3) Catalyst 9300L switch stacks will uplink to both Catalyst 9500 core switches with 8x 10 Gbps port-channel links for each of the three stacks. The (10) new Catalyst 9300L switches will replace (10) existing Cisco Catalyst 6800ia access network switches, each providing 48-ports Gigabit Ethernet with PoE+ and 10 Gbps uplinks to the 6880 core switches.



The following network diagram illustrates the proposed solution.



	Sentinel Cisco Gold Partner Cisco Platinum Partner Cisco Platinum Partner	Client: Cliff Castle Casino-Hotel Project: Casino MDF Network Architect: James Kahalewal jkahalew@sentinel.com 2/28/2022	
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Scope of Work

Sentinel will install and configure two (2) new Cisco Catalyst 9500 core-layer and ten (10) new Cisco Catalyst 9300L access-layer network switches in the MDF Server Room and migrate existing network cabling and transceivers from the existing Cisco Catalyst 6800-series network switches to the new switching platform.

Tasks per switch include the following.

- Discover and document the current network switch configurations and connections.
- Stage and preconfigure the new network switches off-site at Sentinel with the following tasks:
 - Configure core 9500 network switches into a Stackwise Virtual cluster, and configure management IP address, hostname, domain name, NTP, and DNS, and other related global settings. Stackwise Virtual will be configured with two new 100 Gbps 1-meter twinax cables as the Stack Data Links, and two new 25 Gbps 1-meter twinax cables as the Keepalive/Dual Active Detection links.
 - Configure 9300L network switches into Stackwise-320 physical stacks with stacking modules and stack cabling, and configure management IP address, hostname, domain name, NTP, and DNS, and other related global settings, per switch stack.
 - Configure 8 x 10 GB port-channel uplinks from each stack of Catalyst 9300L network switches to the pair of Catalyst 9500 core switches, using new twinax cables in the MDF, and using multimode fiber transceivers from the other IDF locations.
 - Perform software code upgrades per switch stack and cluster to the latest Cisco recommended code versions.
 - Configure VLANs and QoS quality of services, to include data, voice, wireless VLAN support, etc.
 - Configure VTP protocol for VLANs.



- o Configure spanning-tree, as necessary, on the new switches.
 - o Perform initial interface configurations for switch ports to include VLAN assignments, access mode or trunk port configurations, bpduguard, and portfast to duplicate the configurations from the Catalyst 6800-series switches to the new Catalyst 9000-series switches.
 - o Repack and reship the configured network switches and accessories to the Customer.
- Perform on-site installation and migration with the following tasks:
 - o Rack mount each Catalyst network switch in Customer provided rack within the MDF Server Room, and connect to Customer-provided UPS and PDU equipment for power.
 - o Test and verify operation of new network switches and prepare for cutover.
 - o During a Customer maintenance window, migrate all network cabling and transceivers from old Catalyst 6800 switches to new Catalyst 9000 switches.
 - o Test and verify operation of new network switches and connections.

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated one (1) cutover window(s). Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
 - o Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.



Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management, and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Cliff Castle Casino Resort to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Cliff Castle Casino Resort is made aware of any issues promptly to determine resolution.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR process described herein.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 26 weeks but can exceed 26 weeks. Sentinel will keep Customer apprised to ongoing lead times and status of the order.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.



Initials

Option 1

Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2

Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3

Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4

Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost

Travel is estimated for a single 2 day trip onsite with travel time, mileage reimbursement, and per diem, with Customer-provided lodging. Actual travel time and expenses will be invoiced.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e., 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

Optics (SFP, SFP+, GBIC, etc...)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.



Sentinel High Availability Network Support (HANS™)

1. Inspection and Repair

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

2. Responsibilities of Contractor

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

The Maintenance Service includes:

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

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified in the Pricing Summary.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.



- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers, or agents.

4. Call Recording

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

5. Periods of Maintenance Service Availability

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

6. Excluded Services

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

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

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

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

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

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



Incident Service Level

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

8. SLA Options

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

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

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

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

a. The following details the level of support provided under all HANS™ service agreements:

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



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



Pricing Summary

Cisco Network Switching for Casino MDF/Server Room

Hardware and Software

		Extended Price
Catalyst 9500 Core Switches	\$	26,978.00
Catalyst 9300L Access Switches	\$	55,342.00
Hardware and Software Total	\$	82,320.00

Solution Maintenance & Support

		Extended Price
Maintenance and Support	\$	11,402.00
Maintenance & Support Total	\$	11,402.00

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancellation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

	Terms & Price
DNA Subscriptions	
<i>Initial Term</i>	<i>36 Months</i>
<i>Estimated Start Date</i>	<i>1/1/2023</i>
<i>Billing Model</i>	<i>Prepaid</i>
<i>Renewal Term</i>	<i>Requote</i>
Initial Term Subscriptions Sub-Total:	\$18,118.00
Subscriptions Total	\$ 18,118.00

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	82,320.00
Solution Maintenance & Support	\$	11,402.00
Solution Subscriptions	\$	18,118.00
Professional Services	\$	13,125.00
Travel & Expenses - Estimated (Bill Actual)	\$	1,197.00
Subtotal	\$	126,162.00
Shipping & Handling - Estimated (Bill Actual)	\$	480.00
Project Total	\$	126,642.00

*Quote is valid until 08/21/2022

Plus applicable tax, shipping & handling



Catalyst 9500 Core Switches

Catalyst 9500 Core Switches				
Description	Qty	Unit Price	Ext Price	Special Notes
Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Network Advantage IOS, Dual 650W Power, Virtual Stackwise				
Catalyst 9500 48x1/10/25G and 4-port 40/100G, Advantage	2	\$ 12,171.00	\$ 24,342.00	182 day lead
C9500 Network Stack, Advantage	2	\$ -	\$ -	
Cisco Catalyst 9500H XE.17.3 UNIVERSAL	2	\$ -	\$ -	
650W AC Config 4 Power Supply front to back cooling	2	\$ -	\$ -	
650W AC Config 4 Power Supply front to back cooling	2	\$ 1,056.00	\$ 2,112.00	2nd Power Supply
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$ -	\$ -	
Cisco pluggable SSD storage	2	\$ -	\$ -	
Catalyst 9500 Type 4 front to back cooling Fan	4	\$ -	\$ -	
C9500 DNA Advantage, Term License	2	\$ -	\$ -	
Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6	\$ -	\$ -	
Network Plug-n-Play Connect for zero-touch device deployment	2	\$ -	\$ -	
100GBASE-CR4 Passive Copper Cable, 1m	2	\$ 193.00	\$ 386.00	Stacking Cabling
25GBASE-CU SFP28 Cable 1 Meter	2	\$ 69.00	\$ 138.00	Keepalive Cabling
Hardware and Software Sub-Total:			\$	26,978.00

Catalyst 9300L Access Switches

Catalyst 9300L Access Switches				
Description	Qty	Unit Price	Ext Price	Special Notes
Catalyst 9300L 48-port PoE+, Network Essentials IOS, Dual Power Supplies, Stackwise-320				
Catalyst 9300L 48p PoE, Network Essentials ,4x10G Uplink	10	\$ 3,677.00	\$ 36,770.00	182 day lead
C9300L Network Essentials, 48-port license	10	\$ -	\$ -	
Cisco Type 2 Fan Module	10	\$ -	\$ -	
Cisco Catalyst 9300L XE 17.7 UNIVERSAL	10	\$ -	\$ -	
715W AC 80+ platinum Config 1 Power Supply	10	\$ -	\$ -	
715W AC 80+ platinum Config 1 SecondaryPower Supply	10	\$ 925.00	\$ 9,250.00	2nd Power Supply
North America AC Type A Power Cable	20	\$ -	\$ -	
No SSD Card Selected	10	\$ -	\$ -	
C9300L Cisco DNA Essentials, 48-port license	10	\$ -	\$ -	
Network Plug-n-Play Connect for zero-touch device deployment	10	\$ -	\$ -	
Cisco Catalyst 9300L Stacking Kit	10	\$ 751.00	\$ 7,510.00	Stacking Kit
Catalyst 9300L Stack Module	20	\$ -	\$ -	
3M Type 3 Stacking Cable for C9300L	2	\$ 222.00	\$ 444.00	
50CM Type 3 Stacking Cable for C9300L	8	\$ -	\$ -	
10GBASE-CU SFP+ Cable 1 Meter	8	\$ 57.00	\$ 456.00	uplinks to core
10GBASE-CU SFP+ Cable 2 Meter	8	\$ 57.00	\$ 456.00	uplinks to core
10GBASE-CU SFP+ Cable 3 Meter	8	\$ 57.00	\$ 456.00	uplinks to core
Hardware and Software Sub-Total:			\$	55,342.00



Maintenance and Support

Maintenance and Support				
Description	Qty	Unit Price	Ext Price	Special Notes
Sentinel HANS™ Gold Maintenance (1-Year)				
HANS™ Gold 8x5xNBD Onsite Catalyst 9500 48-port 25/100G only, Advantage	2	\$ 1,971.00	\$ 3,942.00	
HANS™ Gold 8x5xNBD Onsite Catalyst 9300L 48-port PoE+, Network Essential	10	\$ 746.00	\$ 7,460.00	
Maintenance & Support Sub-Total:			\$ 11,402.00	

DNA Subscriptions

DNA Subscriptions							
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term
Cisco Catalyst 9500/9200 DNA Subscriptions (3-Years)							
Cisco Catalyst 9500 DNA Advantage 3 Year License	2	\$ 5,864.00	\$ 11,728.00	36 Months	1/1/2023	Prepaid	Requote
PI Dev Lic for Lifecycle & Assurance Term 3Y	2	\$ -	\$ -	36 Months	1/1/2023	Prepaid	Requote
C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	10	\$ 639.00	\$ 6,390.00	36 Months	1/1/2023	Prepaid	Requote
			Initial Term Subscriptions Sub-Total: \$18,118.00				

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.



- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated Customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

This quote is valid until 08 / 21 / 2022.

CUSTOMER:
Cliff Castle Casino

Signature: _____

Printed Name: Aaron Moss

Title: General Manager

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____