Technical Integrations: In addition to updates across our suite of solutions, we've continued working to improve our ability to deliver seamless implementations through extended rostering services. We have made it easier than ever with SSO and SIS capabilities, such as our integrations with Google Classroom and Schoology, and supporting Microsoft Teams and Zoom instructional tools.

Investment Summary

We are honored to continue our strategic partnership with Waukegan elementary schools and look forward to working with you to meet your on-site and remote learning goals for the 2021-2022 school year.

Annual Proposal for Achieve3000 & Smarty Ants (1 or 2 year option available below)

Product	Cost	Qty	Total
Boost for Scaffolded Instruction (BAE-EXPNDR)	$2,500.00 per site	15	$37,500.00
Smarty Ants: Unlimited Student Licenses at 15 Sites (SA-NP) Online Professional Learning Services (Smarty Ants): (90) 90-Minute Virtual Classroom Session for up to 25 attendees (OPDI-SA)	$2,100.00 per site $895.00 per session	15/90	$112,050
Achieve3000 Literacy: 4,050 licenses (LIT-STDT) and Online Professional Learning Services: (150) 90-Minute VirtualClassroom Session for up to 25 attendees (OPDI). Also includes Achieve3000 Project Management.	$42 per student $895.00 per session	4,050/150	$385,350
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. (SITE-SETUP)	$290.00 per site	15	$4,350.00
Subtotal			$539,250.00
Discount			($4,350.00)
Order Total			**$534,900.00**

School Resource Summary

The elementary implementation has the following breakdown of Achieve3000 Literacy licenses and Smarty Ants unlimited access.

Participating Schools	Total Licenses Purchased	
	Program	**21-22**
Andrew Cooke Magnet Elementary School	Literacy	270
	Smarty Ants	Unlimited
Carman Buckner Elementary School	Literacy	270
	Smarty Ants	Unlimited
Clearview Elementary School	Literacy	270
	Smarty Ants	Unlimited
Glen Flora Elementary School	Literacy	270
	Smarty Ants	Unlimited
Glenwood Elementary School	Literacy	270
	Smarty Ants	Unlimited
Greenwood Elementary School	Literacy	270
	Smarty Ants	Unlimited

School resources continued on the next page.

Date: May 2021

Participating Schools	Total Licenses Purchased	
	Program	21-22
H R McCall Elementary School	Literacy	270
	Smarty Ants	Unlimited
Hyde Park Elementary School	Literacy	270
	Smarty Ants	Unlimited
John S Clark Elementary School	Literacy	270
	Smarty Ants	Unlimited
Little Fort Elementary School	Literacy	270
	Smarty Ants	Unlimited
Lyon Magnet Elementary School	Literacy	270
	Smarty Ants	Unlimited
North Elementary School	Literacy	270
	Smarty Ants	Unlimited
Oakdale Elementary School	Literacy	270
	Smarty Ants	Unlimited
Washington Elementary School	Literacy	270
	Smarty Ants	Unlimited
Whittier Elementary	Literacy	270
	Smarty Ants	Unlimited

Date: May 2021

Acceptance

Please send your completed, signed proposal and purchase order(s) to:

ACHIEVE3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
Fax: 316-221-0718; Email: orders@achieve3000.com

Please select either the 1 or 2 year option for 2021-2022 and 2022-2023, and – if applicable – the proposal for Summer 2021

1 Year [X] **2 Year** [ ] **Summer 21** [ ]

WAUKEGAN COMMUNITY UNIT SCHOOL DISTRICT #60 (ILLINOIS)
Account Name

Customer Signature

Achieve3000 Signature

Theresa Plascencia, Supt.
Name and Title

Patrick Staley, Director of Customer Advocacy
Name and Title

7/12/21
Date

7/12/21
Date

This proposal is governed by and subject to the Achieve3000 terms and conditions at https://www.achieve3000.com/about/terms-of-service/. By signing this proposal, you are agreeing to such terms and conditions.

Please see the following pages for school breakdown of licenses.

Contact Information:

Dr. Debi Crimmins
Senior Vice President, Customer Advocacy
Phone: 972-672-9549
Email: debi.crimmins@achieve3000.com

Patrick Staley
Director of Customer Advocacy
Phone: 812-455-9181
Email: patrick.staley@achieve3000.com

Date: February 2021

Differentiated, personalized, and collaboration-ready, Achieve3000 gives teachers more time for instruction, more time for engagement, and the flexibility to connect regardless of language, learning level, or access.

Achieve3000 Digital Solutions	Achieve3000 Literacy	Achieve3000 Math	Actively Learn	Smarty Ants
What It's All About	Accelerates the literacy growth of every student through differentiated content and instruction	Accelerates students' mastery of mathematics standards through individualized practice	Powers engaging, equitable curriculum in ELA, Science, and Social Studies through deeper learning for every student	Drives students' mastery of foundational reading skills through personalized, game-based instruction
Grades	2-12	K-12	3-12	PreK-2
Content Area(s)	ELA, Science, Social Studies	Math	ELA, Science, Social Studies	Reading
Platform	Cloud	Cloud	Cloud	Cloud
Seamless Integration	Google Classroom, OneRoster, Canvas, Clever, Schoology	Google Classroom, OneRoster, Canvas, Clever, Schoology, SIS	Google Classroom, OneRoster, Canvas, Clever, Schoology	Clever, OneRoster
Content Includes	40,000+ leveled texts Non-fiction and fiction Culturally relevant content and SE learning	Comprehensive K-12 math content, including 25,000 items in state standards-aligned topics	3,500 texts + 20,000 copyrighted nonfiction texts. Fiction, non-fiction textbooks, informational text, sequenced curriculum, and videos.	Complete early literacy curriculum covering letters, phonics, phonemes sight words, vocabulary, and reading fluency
Standards-Aligned	✓	✓	✓	✓
Differentiation/ Personalization	12 Levels in English, 8 in Spanish	Personalized and adaptive	Embedded help and accessibility features	Personalized and adaptive
Reporting and Progress Monitoring	✓	✓	✓	✓
Mobile Learning/Apps	✓	✓	✓	✓
Testing and Assessment	✓	✓	✓	✓
Scaffolding	✓	✓	✓	✓
SPED Accommodations	On-screen cues, dictionary, screen masking, audio support, translation tools, and 150L leveled content	Four levels of scaffolding including step-by-step solutions, and hint videos	Audio support, text chunking, dictionary, videos, visual reading aids, hints, and scaffolding notes	Keyboard navigation support, multisensory lessons, and instructional recommendations
Languages	Spanish	Spanish, French, German, Portuguese, and Italian	104 languages	Spanish
Custom Professional Learning	✓	✓	✓	✓
Teacher Collaboration Tools	✓	✓	✓	✓
Videos	✓	✓	✓	✓
Culturally Relevant Content	✓	✓	✓	✓

Agenda Item Details

Meeting	May 25, 2021 - BOARD OF EDUCATION - Regular Meeting - Open Session 7:00 p.m. - Closed Session 6:00 p.m.
Category	9. CONSENT AGENDA
Subject	O. Purchase of Annual Renewal for Achieve 3000
Type	Action
Preferred Date	May 25, 2021
Absolute Date	May 25, 2021
Fiscal Impact	Yes
Dollar Amount	534,900.00
Budgeted	Yes
Budget Source	Title I
Recommended Action	It is the recommendation that the Board of Education authorizes the Superintendent to approve the annual proposal of Achieve 3000 for School Fiscal 2021-2022 at $534,900.

Achieve 3000 Literacy is proven to accelerate literacy growth across all populations of students, and ensures every student, especially the most vulnerable, continue to learn and grow. It is rated "strong" by Evidence for ESSA with the largest effect sizes in the nation.

Achieve 3000 2122.pptx (36 KB) Achieve3000 2122.pdf (1,788 KB)

Achieve3000

Differentiate. Accelerate. Achieve.

Terms of Service for Waukegan Community School District No. 60

Upon the signed approval of these Terms of Service by an authorized representative of each Party, the following Terms of Service ("TOS") are incorporated by reference into any order form or contract (each, an "Order Form") under which you, a school district, public or private school or other entity ("You"), have agreed to subscribe for the right to permit a certain number (up to the licensed number to whom We have provided a user ID and password to access and utilize particular Services) of your students, parents, teachers and school administrators (as applicable, the "Authorized Users") to access and utilize one or more educational services provided by Achieve3000 (each such service, "Service", and Achieve3000, "Us" or "We"). In the event of a conflict between the Order Form under which You have agreed to make your subscription and these TOS, the conflicting term(s) of the Order Form shall prevail, unless You and We expressly state in a subsequent written document that You and We intend that the conflicting terms of these TOS prevail over the conflicting terms of the Order Form.

1. CONTENT OF YOUR PURCHASE AGREEMENT

The agreement under which You are subscribing for the right to permit your Authorized Users to access and utilize particular Services ("this Agreement") consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided (including related professional development training ("Professional Development")), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified; and (b) these TOS. Your Order Form and these TOS contain the entire agreement and understanding regarding our provision of the specified Service(s) to You and your Authorized Users, and supersede all prior oral and written agreements between You and Us regarding the subject of this Agreement, if any. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

Achieve3000 reserves the right to amend, remove or add to these TOS at any time. Please check this page periodically for any modifications. Your continued use of Services provided by Achieve3000 shall signify your acceptance of the then-current TOS.

2. DATES OF SERVICE

Each Subscription Start Date and End Date shall be as indicated in your Order Form, as shall the terms associated with possible renewal.

3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a "Service Element"), and the date on which the appropriate Authorized Users may access and utilize each element are as follows:

Service Element

Date on Which the Appropriate Authorized User May First Access and Utilize This Service Element (the "Service Element Activation Date")

The specified subscription Service(s) to the KidBiz3000®, TeenBiz3000®, Empower3000®, Coach3000®, Smarty Ants®, eScience3000®, and Spark3000® service, including Student, Teacher and Home edition, and standards alignment services.

Thirty (30) days before the Subscription Start Date (or as of the actual order date, if the order date is less than thirty (30) days before the Subscription Start Date)

LevelSet® Placement Test, an online assessment which measures students' reading abilities for accurate placement in the content.

Subscription Start Date

Interim Test, an online assessment which refines the data about students' reading abilities partway through the implementation period.

During December for full-year implementations and for partial year implementations that span the first school semester
During April for partial year implementations that span only the second school semester

Post Test, a final assessment of students' reading levels at the culmination of the program.

Sixty (60) days prior to the Subscription End Date

Email3000® email service.

Subscription Start Date

Online Professional Development materials for educators delivering differentiated reading instruction.

Subscription Start Date

On-Site Professional Development sessions.

As indicated in this Agreement

Online Professional Development sessions.

As indicated in this Agreement

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, your appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that You have subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, We will not be obligated to provide any Service to any user who has not agreed (i) to our Privacy Policy and (ii) to comply with our end user Terms and Conditions of Use ("Terms of Use"). We reserve the right to change our Privacy Policy (subject to Section 10 of these TOS) and Terms of Use at any time without prior notice.

We will charge You for each Service You subscribe for based on the number of permitted users or "Licensed Seats" You elect for that Service and the applicable license pricing for the Service.

To allow You additional flexibility in your use of the Services for appropriate purposes, We may permit Authorized Users in excess of the then-current number of Licensed Seats You have already subscribed for that Service ("Additional Users").

From time to time during the Term, We will compare the number of Authorized Users You have provided with access to a Service with the number of Licensed Seats You have subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats You have subscribed for the Service, We will notify You in writing and invoice You for the Additional Users We have identified through Our comparison. We will work with You to resolve promptly any question or issue You may have regarding the number of Additional Users We have identified or the associated additional Service fees We have invoiced for those Additional Users. You are responsible for all activities conducted under your Authorized User logins and for their compliance with these TOS.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its "Content"), is solely our property and the property of our licensors. You receive no rights to or interest in any Content other than the rights conferred upon You by Section 4 of these TOS. All Content is protected by copyright and other intellectual property laws, and nothing herein grants You any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of these TOS.

You and your Authorized Users may not permit any third party whom We have not provided a user ID and password to access or utilize any Service.

You and your Authorized Users may not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so. Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone.

You and your Authorized Users may not (a) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (b) mirror the Content on any other server, (c) create any derivative works, (d) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content or (e) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content.

You and your Authorized Users may not use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service.

You and your Authorized Users may not use any Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights.

You and your Authorized Users may not use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service.

You and your Authorized Users may not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without our written permission. You may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service.

You and your Authorized Users may not publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

You and your Authorized Users may print or download Content for your own personal educational use, provided You keep intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

6. COMMENTS

During the Term, You, through your employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "Comments"). You agree that We may use, modify, and incorporate these Comments as We see fit and will own all rights to such Comments as incorporated into our Services.

7. PAYMENT TERMS

Unless You and We agree otherwise in your Order Form, We may invoice You for Services and other items subscribed for hereunder in the case of one year agreements, on the day that you execute your Order Form, and in the case of multiple year agreements, on the day that you execute your Order Form and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due as provided by the Illinois Local Government Prompt Payment Act. Should You dispute any portion of an invoice, You will communicate to Us in writing the basis of your belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Us in good faith to resolve such dispute as expeditiously as reasonably possible. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received. Absent a good-faith payment dispute, if You fail to pay on time, We shall be entitled to claim interest on any overdue amount at the rate of 1% per month or the maximum amount allowed by law, whichever is greater and We may suspend the applicable Services, without limitation or waiver of any other right or remedy available under these TOS or at law. If We are required to retain a collection agency or attorney to collect overdue payment of undisputed invoices, all reasonable collection costs, including attorney fees, will be payable by You.

8. TAXES AND TAX RELATED OBLIGATIONS

The rates and charges for Services do not include and You acknowledge that You are responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

You acknowledge that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and You agree to provide Us with the required documentation in a timely manner.

9. OUR GUARANTEE

We will refund to You a pro-rated portion of any prepaid and unused fees for any Service provided hereunder corresponding to the period after termination, other than fees received for Professional Development training, waive our right to future payment, and consider this Agreement revoked if, after You have provided Us the data described in Section 10 and have certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and usable for extended periods of time by substantially all of your Authorized Users.

10. STUDENT DATA

In order to enable Us to provide the Services to You and your Authorized Users, You shall provide Us the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom You want to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Alternatively, You can upload the data yourself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

At your request We will also accept, include in our reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, gender, socio-economic or demographic information, familial background, student disabilities, student test scores, test dates, English language status and information related to English language learners, special education status, free lunch status, language spoken at home, and such other information that You may request and that we can feasibly track in the course of delivering applicable Services.

Student Data can be transferred to Us using a secure file sharing service, SFTP, or any other method required by You. All Student Data received from You will be stored on a secure server and accessible only to our personnel on a need-to-know basis. The Student Data received from You will be matched to our usage records using student IDs or student names (provided by You during the rostering process). You agree that Student Data may be shared with an external contractor who is under contract with Us to protect the confidentiality of shared information and meet all standards of confidentiality described in these TOS. All Student Data collected by Us will be kept strictly confidential, consistent with the terms of these TOS. Student Data received from You will only be used for the purposes described in these TOS or as otherwise agreed in writing by You and Us. At such time as You require by written notice, Achieve3000 will purge Student Data from all storage media. We may collect usage data, query data and other aggregated or de-identified data in connection with your use of our Services. We may use such data for purposes of improving our Services (e.g., corroborating the data in our databases). Provided that none of your Authorized Users or students is individually identifiable and none of your Confidential Information is disclosed, We may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with the Illinois Student School Records Act and provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with our Privacy Policy (which is set forth at http://www.achieve3000.com/privacy-policy/). You will treat our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the Illinois Student Online Personal Protection Act and the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 website through which your Authorized Users will access and use Services.

Notwithstanding our reservation of right to revise these TOS and our Privacy Policy, no change to these TOS or our Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to You or your Authorized Users unless and until we have advised You of such change and received your written consent (email to suffice) to such change.

11. TEACHER AND ADMINISTRATOR PREPARATION

You will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Your Order Form. Such session(s) shall not "roll over" to a subsequent period and You will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by You within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Us. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Us.

We may make additional Professional Development opportunities available from time to time, on a selective basis, such as participation in a School of the Future® event. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

12. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Your teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

13. EMAIL COMMUNICATIONS

You hereby authorize Us to send electronic mail to your teachers and school administrators for the following purposes:

delivering Professional Development and similar materials to your teachers and administrators; and advising You of changes or additions to our Services or about any of our Services.

If You do not want your teachers and/or school administrators to receive such emails, please notify Us at support@achieve3000.com.

14. SERVICE RELIABILITY

Subject to our need to perform periodic and routine maintenance, we take reasonable measures to make our Services available 24 hours a day, seven days a week and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. We shall not be liable to You or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from our gross negligence or willful misconduct.

15. USER CONDUCT

You agree that our Terms of Use set forth at http://www.achieve3000.com/terms-of-use/ are reasonable and appropriate, and shall undertake reasonable measures to assist Us in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Your Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise

objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate the Code of Conduct or any other provisions of the Terms of Use.

16. TERMINATION

You or We may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.

Immediately upon the termination or expiration of any of Your Order Form You and Your Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, You shall pay Us all amounts owed for Services provided to You and Your Authorized Users under that Order Form up to the effective date of such termination.

17. CHANGES TO SERVICES

We are constantly innovating in order to provide the best possible instructional solutions to our customers' Authorized Users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. You further acknowledge that We may stop (permanently or temporarily) providing any features or may add new features within any Service at our sole discretion without prior notice to You.

18. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of your Authorized Users. We are not responsible for the availability of external sites or resources linked, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, You should review the terms and conditions and privacy policies of each linked site, as its policies may differ from ours. If your Authorized Users decide to access linked third-party content and sites, they do so at their own risk.

19. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Your Order Form which are unique to You shall be deemed to be Confidential Information of each of us.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to

such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

20. DATA OWNERSHIP, DESTRUCTION, AND LOCATION OF SERVICES

You will own data on your Authorized Users' use of our Services ("Program Data") and the Student Data You provide to us. At your request, at the end of the Term of this Agreement or if and when You otherwise require, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. To comply with applicable laws, we reserve the right to destroy or otherwise dispose of Student Data and Program Data you have not directed us to return or destroy following this Agreement's Term. You agree that we may use Student Data and Program Data to provide the Services, and that we may use Program Data for our internal purposes, for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. You further confirm that, as applicable, your transfer of Student Data from outside the United States and our use and processing of such data in connection with delivery of Services to You and Authorized Users are consistent with laws applicable to your transfer and our processing of such data.

21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ARE ASSUMING ALL RISKS OF THE SERVICE'S USE, QUALITY, AND PERFORMANCE.

IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES,

REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE.

FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU OR TO ANY AUTHORIZED USER

The foregoing disclaimer and limits on liability notwithstanding, We agree to fully indemnify and defend You and your officers, employees, and agents from and against any action, claim, demand, or liability, including reasonable attorneys' fees and costs, arising from or relating to a breach or alleged breach of data, records, and information that was in our possession or control and that was associated You or your Authorized Users.

We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly the infringing Service and We shall refund to You a pro-rated portion of any prepaid and unused fees for such Service corresponding to the period after termination. The preceding sentences in this bullet states our entire liability and obligation, and your exclusive remedy, for infringement.

22. GENERAL

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform any of our respective obligations hereunder. The failure of either party to require performance of any part of this TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. We may assign this Agreement to any entity that purchases all or substantially all of our assets or that obtains control of Us by purchase, merger or other means. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Order Form, and to Us at Achieve3000, Inc., 331 Newman Springs Rd, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 – 9, 10, 16, and 19 – 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, USA, without regard to its principles of conflict of laws. You and We each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a State of Illinois court located in Lake County, Illinois.

23. OUR NOTICE AND CONTACT INFORMATION

Achieve3000

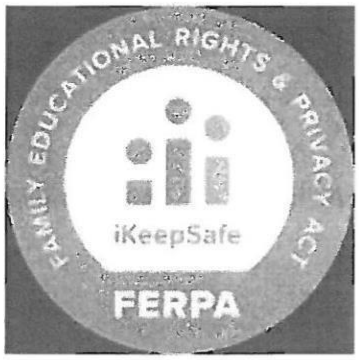
Achieve3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
732-367-5505
office@achieve3000.com

Waukegan Community Unit School District No. 60
Attention: Deputy Superintendent for Academics
1201 North Sheridan Road
Waukegan, Illinois 60085

ADDITIONAL RESOURCES

Achieve3000 Technical and Organizational Measures

Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement



Signature: _____

Name: Nicholas Bates

Title: Chief Financial Officer

Name of Company: Achieve3000, Inc

Email Address: orders@achieve3000.com

Phone: 732-367-5505

Date: 6/2/2020

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			TCP 7006508_Q - 6	7/10/2020	7/10/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS- X MADEOCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GGREGATE LIMIT APPLIES PER: LICY X PROJECT- LOC HER:						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GE						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY**			TCP 7006508_Q - 6	7/10/2020	7/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO CHEDULED NON-AUTOS VNEDAUTOS ONLY						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY HIRED						BODILY INJURY (Per accident)	$
	X AUTOS ONLY X						PROPERTY DAMAGE (Per accident)	$
							Collision/Comp Deduct	$
A	X X OCCUR			TCP 7006508_Q - 6	7/10/2020	7/10/2021	EACH OCCURRENCE	$ 2,000,000
	UMBRELLA LIAB CLAIMSMADE						AGGREGATE	$ 2,000,000
	EXCESS LIAB							
	DED X $0 ON $ RETENTI							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		TWC 7006509_Q - 3	7/10/2020	7/10/2021	X PER STATUTE OTHER	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crystal
IBC LLC
32 Old Slip Fl 17
New York NY 10005

CONTACT NAME: Kaitlyn Murphy
PHONE (A/C, No, Ext): 212-504-1802
FAX (A/C, No):
E-MAIL ADDRESS: Kaitlyn.Murphy@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarNet Insurance Company	40045
INSURER B : Lloyd's Syndicate 623 (Beazley	
INSURER C : Berkley National Insurance Com	38911
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED ACHIIN

Achieve3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank NJ 07701

	ANYP ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						

E.L. EACH ACCIDENT	$ 1,000,000
E.L. DISEASE - EA EMPLOYEE	$ 1,000,000

COVERAGES **CERTIFICATE NUMBER:** 415198365 **REVISION NUMBER:**

	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Sexual Misconduct & Molestation E&O/Cyber			TBD TBD	7/10/2020 7/10/2020	7/10/2021 7/10/2021	Limit Limit Retention	$1,000,000 $5,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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