



## Honest Game Order Form

This Order Form dated 9/1/21 is between Waukegan High School ("Customer") and Honest Game Corporation ("Contractor"). This Order Form is associated with Master SaaS and Services Agreement entered into by and between Honest Game Corporation, a Delaware corporation ("Honest Game") with a place of business at 2500 Grant Street, Evanston, IL 60201, and the Customer ("Customer").

### Scope of Work

This Order Form described the HG Services agreed to by Honest Game and the Customer.

Customer Type	# Students Included	Names of Schools Included (District contracts only)
Waukegan High School	All Students Enrolled in Sport	

### Planned Execution of CARE®

The College Athletic Report on Eligibility(CARE®) can be used at the Admin's discretion. It is recommended that a minimum of two (2) CARE® plans be applied to each student-athlete in an academic calendar year so that individual student-athlete progress can be measured. It is typical to have an initial CARE® applied to each student-athlete upon agreement to this Order Form.

### The processing of each CARE® is dependent on the following criteria:

- Signed and agreed to Master SaaS and Services Agreement and Order Form
- Admin Log In completed.
- Student Profile Completed in the Honest Game platform (done by student-athlete if over 18 or parent/guardian).
- For Clubs/Associations: Student Transcript received in the Honest Game platform (provided by student-athlete if over 18 or parent/guardian).
- For High Schools/Districts: Student list and data transferred via Honest Game secure portal. All data will be provided following Honest Game template CSV file.
  - Honest Game will validate high school course guides against the NCAA course list to ensure accuracy. Schools send us their entire course list. We let schools know which courses are NCAA approved and if any updates are needed. Schools are responsible for making any necessary updates to their course guides for NCAA acceptance.
- If applicable, student test scores received in the Honest Game platform.
- Honest Game sends welcome email to all students enrolled through the School/District account with

If to Customer: 2325 Brookside Ave, Waukegan, IL 60085

8.5 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, except payment of fees, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

8.6 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.7 Waiver. The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

8.8 Effective Date. The Agreement shall be deemed dated and become effective on 9/1/21 assuming the last of the Parties signs as set forth below the signature of their duly authorized representatives.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

**Signatories for Master SaaS and Services  
Agreement**  
**Waukegan High School**

Date Signed

8/18/21

**Honest Game**  
Kim Michelson

Date Signed

09 / 01 / 2021

DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE PRODUCTS, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS. In addition, we have made no representation or statement and give no condition, warranty or guarantee about the dates for delivery or release of any HG Services.

## **8. General Contract Terms**

**8.1 Entire Agreement.** This Agreement, the Honest Game Order Form and Honest Game's Privacy Policy constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the license to use the HG Services, whether oral or written.

**8.2 Amendments/Assignments.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by the Parties. The Customer cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of Honest Game.

**8.3 Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook, Illinois, or the federal district court for the Northern District of Illinois. Honest Game shall be entitled to seek injunctive relief, or other equitable remedies, without the requirement to post a bond, from any court of competent jurisdiction.

**8.4 Notice.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested or emailed. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Honest Game: 2500 Grant Street, Evanston, IL 60201

4.2 Prohibited Use of Materials. Neither Customer nor its Users may use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any HG Services. Customer and its Users shall not modify, manipulate, or create a derivative work of the HG Services.

## **5. Changes to Services**

5.1 Changes to HG Services. Customer understands that from time to time Honest Game may, in its sole discretion, make any changes to any HG Services, or its delivery system or platform, that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Honest Game's products or services to its customers, (b) the competitive strength of, or market for, Honest Game's products or services.

## **6. Indemnification and Limitation on Liability**

6.1 Damage Limitation. In no event shall Honest Game be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of revenue, arising out of the use of or the inability to use the HG Services. Except for any claim related to a failure to pay fees and the indemnification set forth in Paragraph 6.2, to the maximum extent permitted by applicable law, the maximum total liability of either party for any performance or non-performance under this agreement shall be limited to the fees paid by Customer in a 12-month period.

6.2 Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnification clause will survive the termination of this Agreement.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

## **7. Warranty**

7.1 Honest Game makes no warranties or guarantees that, through use of the HG Services, a student-athlete will be deemed eligible by either NCAA or NAIA. Eligibility is solely in the determination of the NCAA and/or NAIA.

7.2 EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT THE PRODUCTS ARE PROVIDED "AS IS." WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF

2.3 Tax Exemption. Customer shall pay, and shall be liable for, all taxes relating to Honest Game's provision of the HG Services. Honest Game shall pay, and shall be liable for, taxes based on its net income or capital.

2.4 Payment Disputes. If Customer believes that Honest Game has billed Customer incorrectly, Customer must contact Honest Game no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Honest Game's customer support department or the applicable Account Manager.

### **3. Term and Termination**

3.1 Term. This Agreement shall commence on 9/1/21 and will remain in effect for 12 months. The term may be renewed by the Parties by executing a new Honest Game Order Form which will be governed by the terms and conditions of this Agreement.

3.2 Early Termination. In the event either Party would like to terminate this Agreement, 10 days written notice is required, unless both Parties agree to an immediate termination.

3.3 Termination for Breach. In the event that either Party believes that the other materially has breached any obligations under this Agreement, or if Honest Game believes that Customer has exceeded the scope of the License, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the breach has been cured. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

3.4 If the agreement is terminated early by Honest Game, for reasons other than breach in Sec 3.3, or if the client terminates pursuant to Sec 3.3 for reasons of Honest Game's material breach, then Honest Game will refund any fees paid by client to Honest Game on a prorated bases from the date of termination.

### **4. Owner of Intellectual Property**

4.1 Notice. Customer and its Users acknowledges that the HG Services constitute copyrighted intellectual property of Honest Game and are to be used solely by Customer and its Users. Under no circumstance shall the HG Services be disclosed to any other party, in any form, whether in print, video, social media, internet or any other written or digital form or used for any commercial purpose including but not limited to the sale of the HG Services, fee-for-service use of the HG Services, or bulk reproduction or distribution of the HG Services in any form.



## Honest Game Master SaaS and Services Agreement

This Master SaaS and Services Agreement (this "Agreement") is entered into by and between Honest Game Corporation, a Delaware corporation ("Honest Game"), with a place of business at 2500 Grant Street Evanston, IL 60201, and the Waukegan High School ("Customer"), collectively the "Parties" or singularly as a "Party."

Customer desires to obtain a license to access Honest Game's User Dashboard and College Athletic Report on Eligibility ("HG Services"), and Honest Game is willing to grant such license in accordance with the terms and conditions set forth below, the Honest Game Order Form and Honest Game's Privacy Policy.

### 1. License

1.1 License. Honest Game grants to Customer a limited, non-transferable, non-sub licensable, non-exclusive right and license to access HG Services. The applicable Honest Game Order Form shall set forth and further describe the HG Services to be provided, the applicable fees, and other applicable terms and conditions.

1.2 Availability of Materials. Upon the Effective Date of this Agreement, Honest Game shall make HG Services available to Customer. Customer will no longer have access to the HG Services upon the date this Agreement is terminated.

1.3 Users. During the configuration and set-up process for each Platform, Customer will identify up to two (2) administrative user names and passwords for Customer's Honest Game account ("Users").

### 2. License Fee

2.1 License Fee. Customer agrees to pay the applicable license fee in the amount set forth in the Honest Game Order Form, and any additional fees incurred as a result of the Customer's use of the HG Services.

2.2. Payment. Honest Game may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Honest Game thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Honest Game may suspend access to HG Services in the event of payment delinquency.

steps to log in, update password and review CARE®.

All CARE® included in this Order Form must be processed prior to the end of the Term as set forth in the Honest Game Master SaaS and Services Agreement. CARE® not processed within the Term cannot be rolled over to a renewed Term unless otherwise agreed to by and between Honest Game and Customer.

### **Fees & Payment**

Waukegan is not responsible for any fees associated with this 12 month contract. A Waukegan Alumni is sponsoring the applicable fees described in this Order Form.

**Invoice & Payment: Due Within 30 Days of electronic contract signed by WHS Staff**

### **Signatories for Order Form**

**Waukegan High School**

Evonda Fulton

Date Signed

**Honest Game**

**Kim Michelson**

Date Signed

09 / 01 / 2021