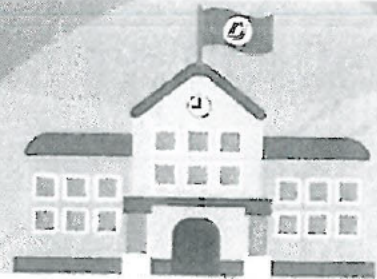


Quote ID: 123494



## Sales Order

### Sales Order For:

Roberto Silva  
CARMAN-BUCKNER ELEM SCHOOL  
520 HELMHOLZ AVE  
WAUKEGAN, Illinois 60085  
UNITED STATES

### Nearpod Contact:

Kendra Seksay  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004

**Service Start:** 08/12/2021

**Service End:** 08/11/2022

Description	Quantity	Total
Flocabulary Site License:  Unlimited access to Flocabulary including: - Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities - Access to Week in Rap lessons, added weekly during the school year to spotlight current events - Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments	600 - Students	\$2,600.00
	<b>Total</b>	(USD) \$2,600.00

**Terms**

This Sales Order is valid until:

Service will run from 08/12/2021 until 08/11/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$2,600.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

**Free Training Resources**

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

**Purchase Order**

Please provide PO#: \_\_\_\_\_

**Credit Card**

Please provide email address  
secure payment link should be  
sent to: \_\_\_\_\_

Exp: \_\_\_\_\_

Name on card: \_\_\_\_\_

**Check, ACH or Wire**

Name: \_\_\_\_\_

Signature: Theresa Plascencia

Date: 8/12/2021

Tax Exempt  
#: \_\_\_\_\_

**Purchase Orders should be addressed to:**

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: [kendra.seksay@nearpod.com](mailto:kendra.seksay@nearpod.com) or FAX: +1 305-655-1999

**Addendum to Software Terms of Use/Service**  
**Waukegan Community School District ("the district") & Flocabulary ("the vendor")**

Effective on the date by which both parties sign this Addendum, the vendor's Terms of Service/Use are modified as set forth herein. Such modifications shall apply to the instant Agreement, and (as from time to time as may be mutually confirmed by the parties), such modifications may apply to future agreements between the district and the vendor.

1. **Indemnity.** Provisions in the vendor's Terms of Use/Service under which the district would otherwise be liable for providing indemnity shall not apply to claims, losses, damages, etc. arising out of or relating to the district's mere use of vendor's product(s).
2. **Arbitration.** To the extent that the vendor's Terms of Use impose a legally enforceable requirement for mandatory arbitration, such arbitration shall occur exclusively in Lake County, Illinois.
3. **Publicity.** Absent a separate written agreement between the parties, the vendor may not advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the vendor's materials.
4. **Governing Law and Jurisdiction.** The parties agree that this Agreement and the district's access of vendor's materials hereunder shall be governed by the laws of the state of Illinois. The parties further agree that any action at law or in equity arising out of or relating to this Agreement and the district's access to vendor's materials hereunder shall be subject to the exclusive jurisdiction of the state or federal courts of Lake County, Illinois, and the vendor irrevocably consents and submits to the personal jurisdiction of such courts.
5. **Vendor's cybersecurity practices, disclaimers.** This Agreement, and the provisions in the vendor's Terms of Use/Service under which the vendor disclaims warranties, disclaims liability to the district, and imposes a limit on the amount of money by which it will be liable to the district, shall not be effective unless, prior to the proposed effective date of this Agreement, the vendor provided a written commitment that details the vendor's technological practices and protocols regarding cybersecurity.
6. **Cybersecurity Insurance.** This Agreement shall not be effective until such time as the vendor provides the district with a Certificate of Insurance, which shall be in force through the term of this Agreement, as specified here:

Vendor shall obtain at its sole cost and expense (and evidence via one or more Certificates of Insurance that identify the District as an insured party and loss payee) the following insurance coverage before commencement of any awarded work and throughout the duration of the Agreement:

A) Technology E&O / Technology Products E&O: minimum of \$2.1 million limit and in the annual aggregate, inclusive of defense costs

B) Network Security / Privacy Liability; including:

(1) computer or network systems attacks

(2) denial or loss of service

(3) introduction, implantation, or spread of malicious software code

(4) unauthorized Access and use of computer systems

(5) privacy liability

(6) breach response coverage

Liability coverages should have a minimum of \$2.1 million limit and annual aggregate, and the breach response Sub-Limits must be at least a minimum of 50% of the liability limit.

If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

Waukegan Community United School District No. 60 must be named as an additional insured under Technology E&O / Technology Products E&O & Network Security / Privacy Liability policies.

Further, an appropriate endorsement deleting the Insured School District vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED School District" for a wrongful act of (Vendor). All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Jose Carrera  
CEO  
Flocabulary, Inc.  
1855 Griffin Road, A290  
Dania Beach, FL 33004  
DATE:

Theresa Plascencia  
Superintendent  
Waukegan Community Unit School District No. 60  
1201 N. Sheridan Road  
Waukegan, Illinois 60085  
DATE: *October 16, 2020*