



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Customer Agreement No. Q-52719
Newsela Sales Rep: Mike Sandridge

Contact Email: michael.sandridge@newsela.com
Offer Date: August 25, 2021
Expiration Date: August 30, 2021

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

To:

Jason Siegellak
Washington Elementary School
110 S Orchard Ave
Waukegan, IL 60085-5090

Qty	Products/Services	List Price
1	Newsela	\$750.00
Contract Grand Total		\$750.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:

Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

8/31/21

Appendix

School	Products/Services	License Dates
WASHINGTON ELEMENTARY SCHOOL	Individual Virtual Add-On Session	08/31/21 - 08/30/22



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Customer Agreement No. Q-52604
Newsela Sales Rep: Mike Sandridge

Contact Email: michael.sandridge@newsela.com
Offer Date: August 25, 2021
Expiration Date: August 30, 2021

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

To:

Jason Siegellak
Washington Elementary School
110 S Orchard Ave
Waukegan, IL 60085-5090

Qty	Products/Services	List Price
1	Newsela	\$5,310.00
Contract Grand Total		\$5,310.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

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Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:

Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature: _____

Date of Signature: _____

8/31/21

Appendix

School	Products/Services	License Dates
WASHINGTON ELEMENTARY SCHOOL	All Access PD Pass - School License	08/31/21 - 08/30/22
WASHINGTON ELEMENTARY SCHOOL	Newsela ELA	08/31/21 - 08/30/22

Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Newsela, Inc. ("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.

C) Crime Insurance. Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1,000,000.

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.

Chris Mezzatesta
Chief Customer Officer
Newsela, Inc.
620 8th Avenue, 21st Floor
New York, NY 10018
DATE: 10/13/2020

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 12/15/20