



1215 Fourth Ave, Suite 1500
Seattle, WA 98161

Quote Number 00017952

9/2/2021

Waukegan Community Unit School District #60

1201 N Sheridan Rd

Waukegan, IL 60085

United States

Product Description

150 Courses: Unlimited enrollment subscription are canceled through 6/30/2022

100 Courses: Unlimited enrollment subscription are canceled through 6/1/2022

Courses: Unlimited enrollments for all students school-wide at Waukegan High School are added through 6/30/2022

Grand Total

\$6,665.86

Prices above do not include any applicable sales or other taxes. Additional purchases after the order end date may be subject to an annual price increase.

The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at:
<https://www.apexlearning.com/ClientAT>.

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601.
Thank you for your consideration of an Apex Learning digital learning solution.

Regards,

Michelle Knoll

Quote Acceptance

Signature: _____ Date: 9.10.21
Printed Name: Theresa Pascencia Title: Superintendent

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Navigate360, LLC ("the vendor")

The vendor's Order/Purchase Form(s) and Terms of Service/Use are modified as set forth herein, and such modifications shall apply to all purchases of the vendor's software made by the district from April 30, 2021.

1. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
2. **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 the district's name or logo, in any format for any promotion, publicity, or marketing of the vendor's materials.
3. **No Automatic Renewal.** To ensure continuing compliance with requirements that are from time to time imposed on the district and the vendor under state, federal, and local law and policy, no purchase by the district of a software product or license from the vendor shall be subject to automatic renewal.
4. **Governing law, exclusive jurisdiction.** The parties agree that any agreement relative to the district's access to the vendor's software, materials, or products hereunder shall be governed by the laws of the State of Illinois, without regard to conflict of law principles. The parties further agree that any action at law or in equity arising out of or relating to such an agreement, and the district's access to vendor's software, materials, or products 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 exclusive personal jurisdiction of such courts.
5. **Vendor's cybersecurity practices, disclaimers.** 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 have no force or effect unless, (a) prior to the proposed effective date of any agreement relative to the district's use of the vendor's software this Agreement, the vendor provided to the district (i) a written statement that identifies the information that is to be collected or absorbed by the vendor through the software in question; and (ii) a written statement that details the vendor's technological practices and standards regarding cybersecurity, relative to the software in question; and (b) the vendor obtains at its sole cost and expense cybersecurity insurance that identifies the District as an additional insured party and loss payee (on a primary and non-contributory basis relative to the district's own insurance), as specified here:
 - 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.

The district has had an opportunity to review vendor's current Certificate of Insurance and acknowledges that it meets the above requirements. Upon future request, the vendor shall provide to the District proof of obtaining and maintaining such insurance by way of one or more Certificates of Insurance. The vendor's failure to obtain and maintain such insurance, or failure to provide proof of so doing by way of one or more Certificates of Insurance, shall in no way effect the district's rights under this Addendum.

Andrew Ross
Chief Financial Officer
Navigate360, LLC
3900 Kinross Lakes Parkway, Suite 200
Richfield, OH 44286
DATE: April 6, 2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 4/7/21