



Quote

| Date | Quote # |
|------------|---------------|
| 12/03/2021 | US5191936488R |

Payment Status
Open

Bill To Attention

Accounts Payable
Waukegan Public Schools
1201 North Sheridan Rd
Waukegan IL 60085
United States

| Username | E-mail |
|---------------|---------------------|
| littlefortpop | agrossman@wps60.org |

| Item | Type | Qty | Description | Rate | Amount |
|---|---------|-----|--|----------|------------|
| School Combo 24/7 | Renewal | 1 | Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. | 2,950.00 | 2,950.00 |
| Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com , as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. | | | | Total | \$2,950.00 |

12/03/21

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: Amy Grossman Authorized Signature: Amy Grossman
Title: Principal Date: Dec. 3, 21

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

MASTER ADDENDUM TO THE TERMS OF USE

This Addendum is entered on November 1, 2020, by and between BrainPOP LLC, with its address at 71 W 23rd Street, 17th Floor, New York, New York 10010 (the “**Company**” or “**Provider**”), and Waukegan Community Unit School District, with its address at 1201 N. Sheridan Rd., Waukegan, IL 60085 (the “**District**”).

WHEREAS, the District wishes to purchase from the Company one year School Combo subscriptions to BrainPOP, including those referenced in Quote #US519168324R, referenced in Purchase Order #2001252 attached hereto as Exhibit A (the “**Subscriptions**”); and

WHEREAS, the Subscriptions are subject to the terms of use and privacy policy posted on http://www.brainpop.com/about/terms_of_use/, as updated from time to time (“**Terms of Use**”); and

WHEREAS, the parties wish to amend certain terms of the Terms of Use only as it applies to the Subscriptions; and

WHEREAS, the parties wish that except as expressly set forth below, all other terms and conditions of the Terms of Use shall apply (mutatis mutandis), all as set forth herein below.

THEREFORE, it is mutually agreed as follows:

1. This Addendum shall govern those Subscriptions identified above, and other Subscriptions that are promulgated any time after November 1, 2020.
2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Use.
3. Each Subscription is subject to the Certificate of Insurance previously provided by BrainPOP, and attached hereto.
4. Each party shall indemnify and hold the other party harmless from any and all third party claims arising from this agreement. Each party reserves the right, at the other party's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, and in such a case, the indemnifying party agrees to cooperate in such defense.
5. This Agreement shall be deemed to have been executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the Nineteenth Judicial Circuit Court of Illinois (Lake County), and the parties hereby irrevocably submit to the exclusive personal jurisdiction of said court and waive all defenses thereto.. Without derogating from the above, any claim that the District may have must first, and before taking any other legal action, be submitted to the Company in the form of a complaint (to: info@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
6. This Addendum will form an integral part of the Terms of Use for the District during the term of the Subscriptions. Unless expressly changed herein, all other terms and conditions of the Terms of Use,

as updated from time to time, shall not be affected, and shall remain in full force and effect. No modification to this Agreement will cancel or replace the amendments made to Terms of Use, pursuant to the Addendum.

7. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, as updated from time to time, the terms of this Addendum shall prevail for the term of the Subscriptions.
8. This Addendum may be jointly modified through a written document signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

BrainPOP LLC

Waukegan Community Unit School District

By: H. Scott Kirkpatrick Jr.
[signature]

By: Theresa Plascencia
[signature]

Name: H. Scott Kirkpatrick Jr.

Name: Theresa Plascencia

Title: Chief Executive Officer

Title: Superintendent

Date: 11/23/2020

Date: 11/23/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

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 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 GURIN ASSOCIATES, INC. 45 KNOLLWOOD ROAD SUITE 404 ELMSFORD, NY 10523 | CONTACT NAME: SONIA DE ASSUNCAO | |
| | PHONE (A/C, No, Ext): 914-686-5500 FAX (A/C, No): 914-686-5554 | |
| | E-MAIL ADDRESS: SONIA@GURININSURANCE.COM | |
| INSURED Fwd Media Inc. DBA Brainpop, Brainpop LLC; Symbiosis International LLC 71 W 23rd St 17th/18th FL, NY, NY 10010 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: GREAT NORTHERN INSURANCE | 20303 |
| | INSURER B: FEDERAL INSURANCE | 20281 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 SUBR INSD WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | 35983860 | 11/25/2019 | 11/25/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | |
| | | MED EXP (Any one person) \$ 10,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | OTHER: | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | 73582192 | 11/25/2019 | 11/25/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | 79887610 | 11/25/2019 | 11/25/2020 | EACH OCCURRENCE \$ 10,000,000 |
| | EXCESS LIAB | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 10,000,000 |
| | DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y / <input type="checkbox"/> N / A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

THE BELOW CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

Waukegan Community Unit School District #60
1201 NORTH SHERIDAN ROAD
WAUKEGAN, IL 60085

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
Neil K. Gurin

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DATE (MM/DD/YYYY)
10/22/2020

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PRODUCER

GURIN ASSOCIATES, INC.
45 KNOLLWOOD ROAD SUITE 404
ELMSFORD, NY 10523

CONTACT NAME: SONIA BENJAMIN

PHONE (A/C No. Ext): 914-686-5500

FAX (A/C No.): 914-686-5554

E-MAIL ADDRESS: SONIA@GURININSURANCE.COM

INSURER(S) AFFORDING COVERAGE

INSURER A: GREAT NORTHERN INSURANCE

NAIC#

INSURER B: FEDERAL INSURANCE

20303

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Fwd Media Inc. DBA Brainpop, Brainpop LLC;
Symbiosis International LLC
71 W 23rd St 17th FL, NY, NY 10010

COVERAGES

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REVISION NUMBER:

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|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 35983860 | 11/25/2020 | 11/25/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 73582192 | 11/25/2020 | 11/25/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | 79887610 | 11/25/2020 | 11/25/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

THE BELOW CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

Waukegan Community Unit School District #80
1201 NORTH SHERIDAN ROAD
WAUKEGAN, IL 60085

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

Nell K. Gurin