



BrainPOP LLC
71 W 23rd St.
17th Floor
New York NY 10010
United States
www.brainpop.com

Invoice

Date	Invoice #
10/26/2021	US260728

Payment Status
Open

Bill To	Ship To
Accounts Payable St. Patrick School 15020 W. Wadsworth Rd. Wadsworth IL 60083 United States	St Patrick School 15020 West Wadsworth Road Wadsworth IL 60083 United States

Terms	Date of Rece...	PO #	User Name	E-mail
Due Upon Receipt	10/26/2021		stpatrickil	aorchard@stpatrickwadsworth.org
Item	Quantity	Description	Unit Price	Amount
School Combo 24/7	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. Also includes access to BrainPOP Español and Français.	3,250.00	3,250.00
Remit payment to below address within 30 days. Please note the new remittance address. 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 invoice, 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 Amount Due	3,250.00 \$3,250.00

Please detach and enclose with payment.

Thomas Placencia

11/10/2021

BrainPOP LLC

Customer St Patrick School...

Invoice # US260728

Amount Due \$3,250.00

Amount Paid _____



US Customers Remit To

BrainPOP LLC
PO BOX 28119
New York, NY 10087-8119

Master Addendum to Software Terms of Use/Service
Waukegan Community Unit School District #60 ("the district") & BrainPOP LLC ("the vendor")

Effective November 1, 2021, the vendor's Terms of Service/Use are modified as set forth herein, relative to all prospective purchases of vendor's Physical Products, Digital Products, Connected Products, Services and Pilots when such purchases, although paid for by the district, are not to be used by a the district, but rather are to be used by a third party who operates a private school. In such instances, relative to the vendor's Terms of Use/Service:

1. **Authorized User.** "Authorized User," "You or Your," "User," and any similar term means the entity that owns the private school in question, and does not include the district. The district shall have no obligations or duties under the vendor's Terms of Use/Service, and the district shall in no way be responsible for ensuring compliance with the vendor's Terms of Use/Service on the part of the private school in question.
2. **Indemnity.** Without limiting the general application of Section 1, the district shall not be liable for indemnifying the vendor in any way relative to claims, losses, damages, etc. arising out of or relating to the private school's use of the vendor's products, services, and pilots.
3. **Governing Law and Jurisdiction.** The agreement relative to each purchase shall be governed by the laws of the state of Illinois; and any action at law or in equity arising out of or relating therefrom shall be subject to the exclusive jurisdiction of the state courts of Lake County, Illinois, and the vendor irrevocably consents and submits to the personal jurisdiction of such courts.

	
H. Scott Kirkpatrick Jr. CEO BrainPOP 71 W 23 rd Street, Floor #17 New York, NY 10010 DATE: 11/08/2021	Theresa Plascencia Superintendent Waukegan Community Unit School District #60 1201 N Sheridan Road Waukegan, IL 60085 DATE: 11/10/2021