

Lyrics2Learn, LLC
P.O. Box 25845
Colorado Springs, CO 80936 US
+1 7196458587
admin@lyrics2learn.com
www.lyrics2learn.com



Estimate

ADDRESS

Greenwood Elementary School
1919 North Ave
Waukegan, IL 60087

ESTIMATE # 1700

DATE 05/18/2021

EXPIRATION DATE 06/30/2021

ACTIVITY	QTY	RATE	AMOUNT
New School Annual Subscription New School Site License (Unlimited student accounts)	20	125.00	2,500.00
Administrative Account Up to 3 Administrative Accounts to track school use and progress -No Additional Charge	3	0.00	0.00
School Set Up and Training Live video set up and presentation, introducing teachers to Lyrics2Learn use in the classroom - No Additional Charge	1	0.00	0.00
Mobile App Access All subscribing teachers, students and parents of students will have free access to the app for use in and out of school -No Additional Charge	1	0.00	0.00

Title 1 Discount

TOTAL

\$2,500.00

Subscription will begin on the date of invoicing and will expire exactly one year from that date.

Accepted By

Accepted Date

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Lyrics2Learn ("the operator")

The operator'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 operator's software made by the district from October 26, 2021.

1. **Indemnity.** Provisions in the operator'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 the operator's software, materials, or product(s), except to the degree that the use entails a breach of the operator's Terms of Service/Use.
2. **Arbitration.** No purchase by the district of the operator's software or materials shall be subject to mandatory arbitration. In the event the parties agree to arbitrate any dispute, such arbitration shall occur exclusively in Lake County, Illinois, and shall be governed by the laws of the State of Illinois, without regard to conflict of law principles.
3. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
4. **Publicity.** Absent a separate written agreement between the parties, the operator 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 operator's materials.
5. **No Automatic Renewal.** To ensure continuing compliance with requirements that are from time to time imposed on the district and the operator under state, federal, and local law and policy, no purchase by the district of a software product or license from the operator shall be subject to automatic renewal.
6. **Governing law, exclusive jurisdiction.** The parties agree that any agreement relative to the district's access to the operator'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 the operator'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 operator irrevocably consents and submits to the exclusive personal jurisdiction of such courts.
7. **Operator's cybersecurity practices, disclaimers.** The provisions in the operator's Terms of Use/Service under which the operator disclaims warranties, asserts a full release from liability, disclaims liability, 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 operator's software, the operator provided to the district (i) a written statement that identifies the information that is to be collected or absorbed by the operator through the software in question; and (ii) a written statement that details the operator's technological practices and standards regarding cybersecurity, relative to the software in question; and (b) the operator 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 \$2.0 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

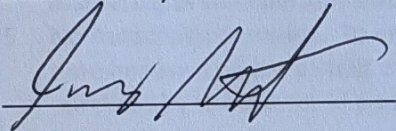
Liability coverages should have a minimum of \$2.0 million limit and annual aggregate, and the breach response Sub-Limits must be at least a minimum of 50% of the liability limit.

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 (operator).

All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Upon request, the operator shall provide to the District proof of obtaining and maintaining such insurance by way of one or more Certificates of Insurance. The operator'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.



NAME Jeremy Spartz
TITLE CEO, Founder
NAME OF OPERATOR Jeremy Spartz
ADDRESS PO Box 25845
CITY STATE ZIP Colorado Springs, CO 80936
DATE: 11/04/21