Norfolk VA 23510-2004



FEIN:27-3690926

Waukegan Community Unit School District #60 David Weate 1201 North Sheridan Road Waukegan IL 60085

Quote Date	July 1, 2021
Quote Total (USD)	\$4,500.00

Item	Description	Unit Cost	Quantity	Line Total
AIT-AUD-1003	AUDIT - M - 5000-20000 students: Provides an in-depth review of your Google Workspace for Education domain by industry experts against Educational best practices. Settings are documented and analyzed including the integration with other IT systems, setup, compliance, and evaluation of the effective usage of various Google Workspace for Education offerings.	4,500.00	1	4,500.00
	Deliverables: 110 to 130 page document on findings, 60 - 90 minute review call with Google for Education Technical Consultant			
	Timescale: 4 to 6 week engagement (can be expedited)			
	Find out more at www.gfeaudit.com			

Quote Total (USD)	\$4,500.00
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#### Terms

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If you would like to pay via credit card, please contact ar.ait@amplifiedit.com. A 3% credit card fee may apply. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here:

https://www.amplifiedit.com/work-with-us/

A copy of our W-9 form may also be downloaded from the link above.

Full payment is required within 30 days of Invoice.



# **Google For Education Audit**

#### **Prepared For**

Waukegan Community Unit School District 60

# Amplified IT

812 Granby Street Norfolk, VA 23510 757-774-5047 FAX: 757-585-3550

For questions or clarifications, please contact:

Annie Flynn annieflynn@amplifiedit.com

http://www.amplifiedit.com





Amplified IT (AIT) is an education-focused consultancy that brings a rare fusion of technical skills to the K-12 market. Since 2008, this team of infrastructure and ed-tech consultants has assisted thousands of educational institutions worldwide to successfully adopt Google for Education technology and Chromebooks. Amplified IT is a Premier Google for Education Partner and has built close ties to the Google Education team since its inception. We interface with the majority of vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. Our AIT Labs team has created tools that extend G Suite to re-imagine how work gets done in schools.



# **Audit Overview**

## **Google for Education Audit**



Amplified IT's Google for Education (GFE) Audit provides an in-depth review of Waukegan Community Unit School District 60's domain by industry experts against best practices. Each setting will be documented and analyzed, including the integration with other IT systems, tests of compliance, and evaluation of the effectiveness of current usage of GFE offerings.

At a high level, the focus of the Audit will be split into a review of the following four key areas:



**Operations and GFE Management:** Analysis of procedures, practices, policy documentation, and systems surrounding the day-to-day management of GFE resources.



**Services & Configuration:** Technical audit of the settings and configuration of the GFE cores services: Chrome device management, marketplace apps, and other services.



**Security & Compliance:** Snapshot and analysis of current security and compliance settings. Deep scan of drive usage, content, and sharing settings.



**Adoption & Usage:** Reporting on and tracking the usage of core applications.

In addition, AIT will provide reports in relation to:

- Admin Roles
- User Accounts
- Device Information
- Groups
- Locally Applied Settings
- Service Settings
- Shared Drive Summary
- Little SIS Classroom Analysis



# **Google for Education Audit**

#### What Waukegan Community Unit School District 60will learn from our Audit

Amplified IT's Google for Education Audit is a service that analyzes every setting on your G Suite domain and includes an in-depth review with Amplified IT's consultancy team as well as a comprehensive document (100 to 130 pages depending on findings), breaking down every extensive detail of analysis. The Audit surfaces what settings the your district currently has configured with G Suite for Education (G Suite), which allows Amplified IT to make a list of recommendations to change, why a change is important, and how to achieve the change. This process turns the Audit into a roadmap for your district, as its guidance and benefits last weeks, months, and even years into the future.

At the end of the our Audit Waukegan Community Unit School District 60will have a new understanding of your G Suite domain. The entire Audit process from start to finish takes around four to six weeks.

## **Audit Deliverables**

Through our Audit, an Google for Education Consultant will work with Waukegan Community Unit School District 60 to review every aspect of your Google for Education instance(s). This occurs a four stage process over four to six weeks.

- KickOff Call An initial Kickoff meeting (lasting around 30 minutes) will be carried out to gain an
  understanding of current use of G Suite with Waukegan Community Unit School District 60. A list of
  questions will be asked and key focuses for your Audit will be identified.
- Review/Analysis Amplified IT consultants will remotely review your G Suite admin setting. Every setting will be recorded, analyzed, and compared against best practices for education. <u>No changes will be made to settings in the console.</u>
- Report Creation The output of the Audit will be a comprehensive, documented report in a Google Doc. The
  Audit document will be shared with the Waukegan Community Unit School District 60 team and is
  considered a collaborative, living comprehensive manual on your G Suite deployment. The key is this is
  something Waukegan Community Unit School District 60 can edit, and Amplified IT can tweak, depending on
  future discussions as well as when recommendations are executed. You are encouraged to take 1-2 weeks
  to review the Audit document and additional resources with your team, to identify questions and comments.
  We'll want to address these questions on your review call.
- Audit review Call(s) these are held with the Amplified IT consultant, who will walk your organization through and explain each part of the Audit in detail, ensuring that Waukegan Community Unit School District 60 understands the findings and recommendations set forth.



The key outcomes of our Audit for Waukegan Community Unit School District 60 are as follows:



Detailed analysis by K-12 education-focused GFE experts.



Review and analysis of every GFE admin console setting.



Approximately 100 to 130 paged baseline report with findings and recommended actions will be sent within 4 weeks of access being granted to domain.



Action-focused GFE technical training via a one to two hour remote review call to go over Audit document and findings.



Creation of a solid base for your GFE road map.



# **Cost Proposal**

Our proposal for a Google for Education Security Audit for Waukegan Community Unit School District 60:

NAME	PRICE	QTY	SUBTOTAL
AUDIT	\$4,500.00	1	\$4,500.00

Subtotal **\$4,500.00** 

Total \$4,500.00



# **Assumptions & Constaints**

The following assumptions and constraints apply to our proposal:

- Amplified IT will respond to requests related to this proposal sent through the mutually-agreed to channels within 24 hours
- Waukegan Community Unit School District 60 will provide Amplified IT access to G Suite and other resources when needed, and solely for the purposes of conducting the proposed services of this RFP.
- Waukegan Community Unit School District 60 will specify the staff who can open tickets on your behalf, else any inquiry coming from Waukegan Community Unit School District 60 will be considered a valid support request.
- Amplified IT will do best-effort in supporting non-G Suite services, we expect Waukegan Community Unit School District 60will provide subject matter experts when appropriate.
- Amplified IT does not aim to provide G Suite break/fix support. Waukegan Community Unit School District 60 should open a support case with Google's official support team for urgent matters as they control the platform.
- All support provided is done so remotely via email, phone, or web conference as needed.



## **Terms And Conditions**

# Amplified IT, LLC Service Terms and Conditions Effective Date: Jul 01, 2021 PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the **"Service Terms"**) govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the Google for Education Audit, Google for Education Support, Google for Education Kickstart and any other professional service engagement ("**Services**"). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the "**Agreement**").

By engaging Amplified IT to perform the Services, Waukegan Community Unit School District 60signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the <u>Amplified IT Privacy Policy</u> ("**Privacy Policy**").

- 1. <u>Scope of Services.</u> Amplified IT agrees to perform the Services set forth on the sales quote provided to Waukegan Community Unit School District 60 ("Order") based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.
- 2. <u>Service Fees; Payment.</u> Waukegan Community Unit School District 60 will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Waukegan Community Unit School District 60 shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.
- **3.** Expenses. Waukegan Community Unit School District 60 will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Waukegan Community Unit School District 60.
- 4. <u>Term and Termination</u>. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Waukegan Community Unit School District 60 and shall terminate upon completion of the Services ("Term") unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Waukegan Community Unit School District 60 will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

#### 5. Confidentiality.

(a) <u>Definition</u>. The term "Confidential Information" shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party's ("Discloser") business that is disclosed to the other party ("Recipient") in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being "confidential," or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.



- (b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.
- (c) <u>Disclosure Required by Law</u>. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.
- (d) <u>Exclusions</u>. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.
- **(e)** Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.
- (f) <u>Ownership</u>. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.
- (g) <u>Remedies.</u> The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.
- (h) <u>Expiration of Obligation</u>. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.



#### 6. Intellectual Property.

- (a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the Google for Education Audit, the Google for Education Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Waukegan Community Unit School District 60 any ownership, rights, title or any other proprietary interest in the Amplified IP. Waukegan Community Unit School District 60 shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.
- **(b)** Right to Use. Amplified IT grants Waukegan Community Unit School District 60 the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Waukegan Community Unit School District 60 shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.
- (c) <u>Trademarks.</u> Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "**Trademarks**"). Waukegan Community Unit School District 60 is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.
- 7. <u>Limitations of Liability.</u> IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY Waukegan Community Unit School District 60 UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 8. <u>Limited Warranty; Disclaimer of Warranties.</u> Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of Waukegan Community Unit School District 60, it being understood that Waukegan Community Unit School District 60 shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.



- 9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Waukegan Community Unit School District 60 and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Waukegan Community Unit School District 60 and are not entitled to any employee benefits from Waukegan Community Unit School District 60.
- **10.** <u>Non-Solicitation</u>. Waukegan Community Unit School District 60 agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Waukegan Community Unit School District 60.
- **11. Governing Law; Venue.** This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.
- **12.** Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.
- **13.** <u>Notice</u>. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.
- **14.** Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Waukegan Community Unit School District 60 on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.



- **15.** <u>Severability</u>. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.
- **16.** <u>Legal Fees.</u> If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.
- 17. <u>No Waiver.</u> No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
- **18.** <u>Publicity.</u> Amplified IT may use Waukegan Community Unit School District 60's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Waukegan Community Unit School District 60's prior approval for publicity that contains claims, quotes, endorsements or attributions by Waukegan Community Unit School District 60.
- **19.** Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.
- **20.** <u>Survival</u>. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.
- **21.** <u>Headings</u>. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Michael Beesou

07-01-2021



# **Non-Disclosure Agreement**

Jul 01, 2021

This agreement is entered into and is effective of Jul 01, 2021 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA,23510 and Waukegan Community Unit School District 60. For the purposes of this Agreement, each Party will be referred to as the "Discloser" where it discloses Confidential Information (as defined below), and as the "Recipient" in which it receives the other Party's Confidential Information.

#### Whereas

A. the Discloser and the Recipient are considering a business relationship involving certain computer technology; B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GFE admin console:

C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

**NOW, THEREFORE**, in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency oh which is hereby acknowledged), **IT IS HEREBY AGREED** as follows:

#### 1. Definitions

**Confidential Information** means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

#### 2. Non-disclosure

Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

#### 3. Term and Scope

This Agreement shall remain in effect until the work agreed to by Waukegan Community Unit School District 60 and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

#### 4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.



#### 5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

#### 6. Entire Agreement and Amendments

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

#### 7. Governing Law

This Agreement will be governed by the laws of Virginia.

Michael Beesou

07-01-2021

#### **Amplified IT Addendum to the Software Terms of Service**

Waukegan Public Schools September 17, 2021

Amplified IT, LLC accepts the following language to replace section 11 of the Amplified IT Services Terms of Service found here: <a href="https://www.amplifiedit.com/terms-conditions/">https://www.amplifiedit.com/terms-conditions/</a> for Waukegan Public Schools

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Illinois without regard to conflicts of laws principles. The parties consent to the exclusive personal jurisdiction of, and venue in, the state and federal courts of Lake County, Illinois, and agree that such court is not an inconvenient forum.

### Michael Beeson

Michael Beeson Vice President, Strategic Operations Amplified IT, LLC

Date: 09 / 17 / 2021