

To:

Contact Name	Denise Dunlop	Quote Number	ZPQ1702500
Account Name	Waukegan Community Unit School District 60	Created Date	8/6/2021
Installation Contact	Denise Dunlop James Gillespie	Expiration Date	8/30/2022

Proposal for CoderZ Learning Platform

Following your request, I am pleased to provide you with a proposal to use CoderZ, our online learning platform for STEM using real and simulated robots.

CoderZ License Includes:

- Teacher and student access licenses
- Classroom management
- Support for multiple simulated scenes
- Blockly and Java code editor
- Online and phone support

Quotation Details:

Product Code	Product	Quantity	Sales Price	Subtotal	Total Price
SCH-BNDL-CODERZ-1YR	CoderZ - Four Curriculum Pack - 1 Year - School License	1.00	\$4,350.00	\$4,350.00	\$4,350.00

Subtotal	\$4,350.00
Discount	0.00%
Total Price	\$4,350.00
Grand Total	\$4,350.00

Terms & Conditions:

By accepting this proposal and signing the Order Confirmation below, the customer/user accepts the "License Agreement" terms published at: <http://gocoderz.com/terms-of-service/>

Billing:

All Purchase Orders can be sent directly to:

Trevor Pope

trevor@gocoderz.com

Purchase Orders may also be faxed to (603) 437-2137.

To Pay Online Click The Link Below:

<https://gocoderz.com/payquote?amount=4350&q>

Approved by:

Name: _____

Sincerely,
Trevor Pope



Date: _____

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & GoCoderze ("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 November 22, 2021.

1. **Indemnity.** Section 10(5) of the operator's Terms of Use/Service are modified as follows:
You agree to defend, indemnify and hold harmless the Company, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) ~~Your use of and access to the Services and the Website;~~ (ii) Your violation of any term of these Terms; (iii) Your violation of any third party right, including without limitation any Intellectual Property or privacy right; or (iv) any claim that Your User Content caused damage to a third party.
2. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
3. **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.
4. **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.
5. **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.

6. **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; (ii) a written statement that details the operator's technological practices and standards regarding cybersecurity, relative to the software in question; and (iii) a fully completed District SOPPA form, if required by law, or written confirmation that with respect to the relevant software, the operator is not subject to SOPPA



NAME: Helio Diamant
TITLE: Data Protection Officer
NAME OF OPERATOR: CoderZ Technologies Inc
ADDRESS: 18 Tsienneto Road
CITY STATE ZIP: Derry, NH 03038
DATE: Nov 24th, 2021