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Schools included: 23

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Quantity	Product	Price
1	Record + Edit Unlimited District License	\$17,000

Subscription subtotal: \$17,000
Annual subscription total: \$17,000
Total due: \$17,000

The Fine Print

The Services provided under this Order are subject to Screencastify's Master Terms and Conditions located at <https://screencastify.com/msa>, which are incorporated herein by reference. The pricing in this quote is valid until the Expiry Date listed above. All pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote after receiving payment or a purchase order. If you are paying with a purchase order please have your purchasing department email a signed PO referencing this quote to the email above. Offline payments are accepted for orders of \$250 or more. Access to purchased products will be unlocked upon receipt of the signed PO.



ADDITIONAL TERMS TO THE AGREEMENT BETWEEN SCREENCASTIFY, LLC AND Waukegan Community Unit District 60

These Services are provided by Screencastify, LLC located at 227 W Monroe St. Suite 5200, Chicago, IL 60606 and when not mentioned directly by name, will be referenced through these Terms as “we”, “our”, or “us”.

By using our Services you agree to these Terms and to review our [Privacy Policy](#). If you do not agree to these Terms or our Privacy Policy, you should not use our Services.

Changes to Terms. We reserve the right to modify these Terms at any time. We will always post the most current version on our website and notify you should anything material change. If you have acquired a paid license or subscription for our Services, we will notify you (for example by email or showing a message in our software) of any material changes. By continuing to use the Services after the changes become effective, you agree to the revised Terms.

Software. Services may include downloadable software, which may update automatically on your device to newer versions. We grant you a worldwide, non-exclusive and non-transferable right to use the Services for any purpose that does not knowingly infringes on existing intellectual property rights. Components of the software may be offered under an open source license, in these cases we will make that license available to you. Provisions of the open source license may expressly override some of these Terms.

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Until canceled, purchased subscription to the Services will remain active and will automatically renew on each anniversary of your subscription date.

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- represent yourself as another or as a fictitious individual;
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- copy, modify, create derivatives of, decompile, or reverse engineer the Service or take any action to interfere with Screencastify's proprietary and intellectual property rights;
- impersonate any person or entity;
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- interfere with or disrupt Screencastify or the servers or networks connected to Screencastify;
- post Information or interact on Screencastify in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- use Screencastify in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
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- transfer or sell your user account, password and/or identification to any other party;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; or
- cause any third party to engage in the restricted activities above. The above assurances and commitments by you shall survive termination Services.

Limitation of Liability. To the fullest extent permitted by law, in no event shall Screencastify be liable for any direct or indirect damages, loss of data, business, profits, computer hardware or software. In no event shall Screencastify's liability exceed the fees paid by you to us.

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Intellectual Property. All intellectual property and trademark rights in Screencastify shall be owned by Screencastify absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same (the "Intellectual Property"). All other trademarks, logos, service marks, company or product names set forth in the Screencastify are the property of their respective owners. You agree that you will not use Screencastify's Intellectual Property for any purpose except to the extent necessary to be as user of the Screencastify Services. If you create any materials using the Screencastify Intellectual Property, you agree that upon their creation Screencastify exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Intellectual Property or derivative works based on the Screencastify Intellectual Property. You further agree to assign any interest or right you may have in such materials to Screencastify, and to provide information and execute any documents as reasonably requested by Screencastify to enable Screencastify to formalize such assignment.

Disclaimers. Screencastify is not responsible for the conduct, whether online or offline, of any user of Screencastify. You are solely responsible for your interactions with other users. Screencastify expressly disclaims any liability arising from the unauthorized use of your user account. Should you suspect that any unauthorized party may be using your user account or you suspect any other breach of security,



you agree to notify us immediately. We disclaim all liability, regardless of the form of action, for the acts or omissions of other users (including unauthorized users, or "hackers").

Third Party Services. You may enable access to certain third party services and web sites (collectively and individually, "Services") through our software. Use of these Services requires Internet access and may require you to accept additional terms and may be subject to additional fees.

If you choose to connect a YouTube channel to your Screencastify account and publish your videos directly from Screencastify to YouTube, such use is subject to YouTube's Terms of Service.

Indemnity. To the fullest extent of the law, you will defend, indemnify, and hold Screencastify including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of **your use of Screencastify, including but not limited to:** (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party; (3) any allegation that any materials that you submit to us or transmit through Screencastify or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities by you in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Term and Termination. This Agreement is effective upon your creation of a user account. This Agreement may be terminated by Screencastify, without cause, upon written notice.

Dispute Resolution. Any dispute, controversy or claim arising under, out of or relating to these Terms and any subsequent amendments of these Terms, including, without limitation, their formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration before the American Arbitration Association ("AAA") in accordance with the AAA Commercial Arbitration Rules. The place of arbitration shall be **Waukegan, Illinois**. The language to be used in the arbitral proceedings shall be English. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this section and without abridgment of the powers of the arbitrator. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. You agree to the entry of injunctive relief to stop any lawsuit or to remove you as a participant in such a suit. Notwithstanding the foregoing, if you represent an entity or institution subject to state law mandating different dispute resolution terms, Screencastify agrees to such state law requirements.

General. Except as expressly provided otherwise herein, this Agreement shall be governed by the laws of the State of Illinois without regard to choice of law principles. This choice of law provision is only intended to specify the use of Illinois law to interpret this Agreement and is not intended to create any other substantive right to non-Illinois residents to assert claims under Illinois law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace



the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Screencastify, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Screencastify shall be given by certified mail, postage prepaid and return receipt requested to Screencastify, LLC, 227 W. Monroe St, Chicago, IL 60606. Any notices to you shall be provided to you through Screencastify or given to you via the email address or physical you provide to Screencastify during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Screencastify with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

SCREENCASTIFY, LLC

By: 

Name: Shaun Conway

Title: District Partnerships

Date: 10/15/2020

[Waukegan Community Unit District 60]

By: 

Name: Theresa Plascencia

Title: Superintendent

Date: 10/19/20