## The Vision Board, LLC

6 E. Green Street Westminster, MD 21157 (443) 821-1089 service@artsintegration.com https://artsintegration.com/

## **INVOICE**

**BILL TO** 

Waukegan Community Unit 1201 North Sheridan Road, Waukegan, IL 60085 INVOICE # 2664DATE 10/14/2021DUE DATE 10/29/2021TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT	
Accelerator Site License - 3 50 Site Licenses - 3 Year Op	 1	14,000.00	14,000.00T	
	 SUBTOTAL		14,000.00	
	TAX		0.00	
	TOTAL		14,000.00	
	BALANCE DUE		\$14,000,00	

## Master Addendum to Software Terms of Use/Service Waukegan Community School District ("the district") & Vision Board ("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 or other materials made by the district from April 27, 2021.

- 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).
- 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, provide to any other person, 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 software or other materials 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 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 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, disclaims liability to the district, 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, prior to the district's use of the operator's software or materials, the operator provided to the district (a) a written statement that identifies the information that is to be collected or absorbed by the operator through the software or materials in question; and (bi) a written statement that details the operator's technological practices and standards regarding cybersecurity, relative to the software or materials in question.

Susan M. Riley

CEO

The Vision Board, LLC

6 E. Green Street

Theresa Plascencia

Superintendent

Waukegan Community Unit School District No. 60

1201 N. Sheridan Road

Westminster, MD 21157

DATE: May 6, 2021

Waukegan, Illinois 60085

DATE: 5/19/2/