

Quote 18904

Smore Team Account
[R21] North Elementary
Nicole Lemberger
nlemburger@wps60.org



FIREPLACE INC
6425 Living Place 2nd Floor
Pittsburgh, PA 15206

Smore Contact:
Sales: tarryn@smore.com
Billing: carole@smore.com

Description

Smore Team Account

Includes: Collaboration + Template Sharing, Newsletter Translation, MNS Export, Management Dashboard to add/remove staff, and dedicated Customer Success Manager.

Details

Created:

09.24.21

Sent to:

nlemburger@wps60.org

PAYMENT

IS DUE UPON RECEIPT OF INVOICE

Products

Description	Qty	Duration (years)	Unit price	Price
Smore Team Account - Starter (2-10 users)	1	1	\$999.00	\$999.00
Smore Team Account - Basic (10-15 users)	1	1	\$1,199.00	\$1,199.00
Smore Team Account - Essential (16- 30 users)	1	1	\$1,799.00	\$1,799.00
Smore Team Account - Pro (31-50 users)	1	1	\$2,499.00	\$2,499.00

W-9

Click [here](#) to access a downloadable PDF of our W-9.

Notes

If you need to present the quote to other decision-makers, simply forward them the email containing the quote or copy and paste the link to share it.

© 2021 Smore | <https://smore.com>

Please review for North Elementary School

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Fireplace ("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 1, 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, Jury Trial.** No purchase or use 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. Additionally, the District does not waive any right to a trial by jury.
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; (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; 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 Emily Willner

TITLE COO

NAME OF OPERATOR Fireplace Inc dba Smore

ADDRESS 6425 Living Place Spaces

CITY STATE ZIP Pittsburgh. PA. 15206

DATE: 11 / 17 / 2021

TITLE	Waukegan Public Terms
FILE NAME	model software ma...r 1 2021 (2).docx
DOCUMENT ID	2181dcbe0b25ac927caca17799495cbd0cac4891
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

11 / 17 / 2021

13:28:32 UTC

Sent for signature to Emily Willner (emily@smore.com) from carole@smore.com
IP: 73.40.240.63



VIEWED

11 / 17 / 2021

15:22:37 UTC

Viewed by Emily Willner (emily@smore.com)
IP: 74.98.200.18



SIGNED

11 / 17 / 2021

17:50:15 UTC

Signed by Emily Willner (emily@smore.com)
IP: 74.98.200.18



COMPLETED

11 / 17 / 2021

17:50:15 UTC

The document has been completed.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fireplace Inc	
	2 Business name/disregarded entity name, if different from above Smore	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 6425 Living Place 2nd Floor	Requester's name and address (optional)
6 City, state, and ZIP code Pittsburgh PA 15206		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
9	9	-	0	3	6	7	9	6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Carole Samerley</i>	Date ► <i>1-1-19</i>
-----------	---	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.