



Pearson

QUOTE / PROFORMA

Customer Bill-to:

WAUKEGAN SD 60
1201 N SHERIDAN RD
WAUKEGAN IL, 60085-2099

Attention:**Customer Ship-to:**

WAUKEGAN SD 60
1201 N SHERIDAN RD
WAUKEGAN IL, 60085-2099

Attention:**NCS Pearson, Inc.**

P.O Box 599700,
San Antonio, TX 78259

Tel: 800-627-7271

Tax ID No:
41-0850527

Quote/Proforma Number : 130207
Date : 23-AUG-2021
Customer Account# : 3890774
Sales Order Number : 130207
Customer PO# :
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

Prices will be honored for 30 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) :			REMITTANCE INFORMATION	
			Make Checks Payable to:	Bank Wire to:
Other Charges :	USD	\$0.00	13036 COLLECTION CENTER DRIVE	Bank of America N A
Net Amount :	USD	\$170.00	CHICAGO	071000039
Tax Total :	USD	\$0.00	60693	A/C No: 8188105388
Quote/Proforma Total :	USD	\$170.00	NCS Pearson, Inc.	SWIFT : 071000039
Amount Due :	USD	\$170.00		



Quote/Proforma Number: 130207						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
0150012640C	WIAT-III QG SCR RPT 1 YEAR SUBS	1	45.00	NET	0.00	\$45.00
A103000190550	WIAT-4 Q-GLOBAL SUBSCRIPTION 3 YR (DIGITAL)	1	125.00	NET	0.00	\$125.00
A103000190559	WIAT-4 Q-GLOBAL SUBSCRIPTION COMPONENT 3 YR (DIGITAL)	1	0.00	*		\$0.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$170.00	\$0.00	\$0.00	\$170.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Pearson ("the operator")

Relative to the operator's products within the operator's Clinical Assessment Group, the operator's Order/Purchase Form(s) and Terms of Service/Use, are modified as set forth herein, and such modifications shall apply to the district's use of the operator's software from September 9, 2021.

1. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
2. **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.
3. **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.
4. **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 the Software Terms of Use/Service shall remain silent on venue.
5. **SOPPA.** The operator represents and confirms that (a) the products in question are not subject to the Illinois Student Online Personal Protection Act; or (b) on or before September 9, 2021, the operator has submitted the District's fully completed and signed SOPPA form to the District.
6. **The 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) on or before 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; and (ii) a written statement that details the operator's technological practices and standards regarding cybersecurity, relative to the software in question; and (b) the operator obtains, at its sole cost and expense, cybersecurity insurance consistent with the requirements established by the Proposed Cybersecurity Addendum.

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.

Randall T. Trask
Senior Vice President for Clinical Assessment
NCS Pearson, Inc., through its
Clinical Assessment business
5601 Green Valley Drive
Bloomington, MN 55437
DATE: 10/19/2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 North Sheridan Road
Waukegan, Illinois 60085

Date: 10/20/2021

Waukegan School District
Proposed Cybersecurity Addendum

Vendor shall obtain at its sole cost and expense (and evidence via one or more Certificates of Insurance that identify the District as the certificate holder) the following insurance coverage before commencement of any awarded work and throughout the duration of the Agreement:

A) Technology E&O / Technology Products E&O: minimum of \$2.1million 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
- (S) privacy liability
- (6) breach response coverage

Liability coverages should have a minimum of \$2.1million 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 will be included as an additional insured under Technology E&O / Technology Products E&O & Network Security / Privacy Liability policies.

All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.