

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SOFTWARE AND SERVICES AGREEMENT
(Carahsoft Technology Corporation)

This Software Services Agreement (this "**Agreement**") is effective as of the 1st day of May 2020 (the "**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**" or "**CPS**") and Carahsoft Technology Corporation with offices located at 11493 Sunset Hills Road, Suite 100, Reston VA 20190 ("**Vendor**").

RECITALS

- A. The Board requires software that permits it to circulate electronic documents for electronic signatures that include but not limited to, vendor contracts, Human Resources forms, CPS and the Board's interdepartmental routing documents, and school-related and parent forms ;
- B. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services to the Board;
- C. The Board desires that Vendor perform such services as more fully described herein;
- D. The parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be furnished by Vendor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties agree:

- 1. **Term:** This Agreement will commence on the Effective Date and continue through June 30, 2021 (the "**Term**"), unless terminated sooner as provided in this Agreement. The Board shall have 1 option to renew the Agreement for a period of up to one (1) year (each a "**Renewal Term**").
- 2. **Scope of Services:** Vendor agrees to provide the Services as described in this Agreement, including the Scope of Services that is attached and incorporated into this Agreement as Exhibit A and any and all services, deliverables, duties, responsibilities, and work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the scope of Services to be agreed upon by both parties. Any such changes to the Agreement shall require documentation by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.
- 3. **Carahsoft's Relationship to Services Provided:** Carahsoft resells certain products and services, including but not limited to software for electronic signatures that the Board is purchasing through this Agreement. As such, certain entities other than Carahsoft shall provide to the Board the Services described in this Agreement. However, Carahsoft retains ultimate and final financial and legal liability and obligations to the Board for satisfactory performance of the Services as set forth in this Agreement, regardless of whether those Services were provided or were supposed to be provided by Carahsoft, directly or by any other party on Carahsoft's behalf.
- 4. **Compensation, Purchase Order, Billing and Payment Procedures:**
 - 4.1. **Compensation:** Vendor shall be paid in accordance with the fees and costs set forth in Exhibit B – Payment Schedule, attached hereto and incorporated herein. The maximum compensation payable to Vendor for the Term of this Agreement shall not exceed One Million One Hundred Fifty Five Thousand Dollars (\$1,155,000.00) ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and

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is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

4.2. **Purchase Order:** Any purchases by the Board of Services covered by this Agreement will be completed by submitting an order on the Board's Standard Purchase Order Form ("PO"). The terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. Under no circumstances shall Vendor provide any Services without a valid PO.

4.3. **Billing and Payment Procedures:** All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include Vendor's name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the services rendered and/or goods delivered
- Date the services were provided and/or goods were delivered to CPS
- Detail pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services provided under this Agreement.

5. **Non-Appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

6. **Personnel:** Customer and Vendor agree that as part of this agreement all shall be work will be done remotely and Vendor will not be onsite at CPS. Vendor must assign and maintain during the term of this Agreement an adequate staff of competent personnel that is fully assigned, licensed as appropriate, available as needed, qualified and assigned to perform the Services. For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor and subject to the same requirements hereunder as Vendor's paid employees and subcontractors. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct Vendor to remove such personnel from the Board's account and provide replacement(s) in a timely manner. In the event that the Board has concerns that an individual poses a risk to the safety or welfare of the Board's students or staff, Vendor agrees that such personnel shall be removed from the Board's account immediately and shall have no further contact with the Board's employees, agents, and students. Vendor further agrees to bear any costs associated with the removal of such person.

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7. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Board's Chief Officer of School Safety and Security or his/her designee. Vendor shall retain and utilize sufficient staff to assure the most effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables or payment for any Services. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

8. **Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:**

8.1. **Confidential Information:** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Such Confidential Information may include but is not limited to: student data as further defined below, employee data, technical data or specifications, software, ideas, budget figures, operational details, security details, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement and any other agreements with the Board.

8.2. **Student Data:** Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any Software (as defined in the Agreement), by the Board, through its employees, agents, subcontractors, or the parent or legal guardian of any CPS student, that is directly related to a CPS student. For purposes of this Agreement, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.

8.3. **Use of Confidential Information:** Vendor shall not use Confidential Information and shall not disclose Confidential Information. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information may be subject to the special requirements of FERPA and ISSRA as described in the Compliance with Laws Section.

8.4. **Handling of Confidential Information:** Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures that are no

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less protective as those used to protect Vendor's own confidential information. When handling Confidential Information Vendor shall:

1. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
2. Not leave Confidential Information in any medium unsecured and unattended at any time;
3. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access;
4. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device Confidential Information is attached to or located near the laptop or other electronic device at any time.
5. Secure Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies and procedures relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
6. Ensure that the manner in which Confidential Information is stored, processed, or disposed of within Vendor's Products, Services, and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
7. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
8. Assure that its systems, Products and Services include at least the following safeguards:
 1. Include component and system level fault tolerance and redundancy in system design.
 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 3. Encrypt Confidential Information at-rest and in-transit.
 4. Authentication of users at login with a 256-bit or higher encryption algorithm.
 5. Secure transmission of login credentials.
 6. Automatic password change routine.
 7. Trace user system access via a combination of system logs and Google

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Analytics.

8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.

9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.

10. Employ an in-line intrusion protection system that inspects incoming data transmissions.

11. Prevention of hostile or unauthorized intrusion.

12. Backup of all Personally Identifiable Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.

9. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster covered plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.

8.5. Dissemination of Information: , Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or materials provided under the Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

8.6. Press Release; Publicity: Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance of Services without the prior written consent of the authorized representatives of the Board. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.

8.7. Unauthorized Access, Use, or Disclosure of Confidential Information: If Vendor becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from Vendor receiving notice of the unauthorized access, use or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use or disclosure of the Confidential Information; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the laws; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use and disclosure, including if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with the breach of its obligations concerning the handling and protection of Confidential Information, including without

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limitation any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damages or harm of the data breach, including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board.

8.8. Additional Obligations Regarding Treatment of Student Data: In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations with regards to any Student Data Vendor may receive, store, transmit, handle or otherwise have access to pursuant to this Agreement:

A. Student Data Use. Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Services, and technology, Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Services under this Agreement

B.

C. Marketing and Advertising. Vendor shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Confidential Information

D. Student Data Collection Mining. Vendor is prohibited from collecting or mining Student Data for any purposes. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

E. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.

F. Rights and License in and to Student Data. Parties agree that all rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property, . Vendor does not have the right to sell or trade Student Data.

G. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. .

H. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

8.9. Data Security Manager: Vendor shall provide the Board with one of its technical customer services managers for its account who shall serve as the Board's primary security contact and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The Vendor shall provide the Board with notification from a technical resource within twenty-four (24) hours of confirmed data breach. Due to the encryption configuration and security controls associated with the Software, defined below in Section 13.1, Vendor will not have access to or

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know the nature of data contained within Customer's encrypted eDocuments. Vendor will provide the Board with notice of all relevant information concerning a breach of the Software involving the Board's files.

8.10. **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

8.11. **Return or Destruction of Confidential Information** , Vendor shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product (defined below), to the Board within five (5) business days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Information Officer or his designee that Vendor may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

8.12. **Volunteers, Employees, Agents and Subcontractors:** Vendor agrees to cause its volunteers, employees, agents and subcontractors to undertake the same obligations as agreed to herein by Vendor.

8.13. **Survival:** The provisions of this Section shall survive the termination or expiration of this Agreement.

9. **Use of Board's Network:** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended, during the term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.

10. **Intellectual Property:**

10.1. **Intellectual Property Defined:** "Intellectual Property" means all trademarks, trade dress, copyrights, and other intellectual property rights in the materials used, created, arising from and developed in the performance of obligations and Services under this Agreement.

10.2. **Board's Intellectual Property:** Vendor agrees that all Confidential Information, as well as any Intellectual Property arising therefrom and any Work Product as defined below, shall at all times be and remain the property of the Board. Any Intellectual Property or other documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that were adapted or reproduced from Vendor's Materials ("Board Materials"), shall be the property of the Board. Any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, workflow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("Work Product") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined

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in this Section. Board Materials shall exclude any and all (i) third party intellectual property and (ii) pre-existing Vendor Intellectual Property that is delivered to the Board as part of the Services.

10.3. Vendor's Intellectual Property: All Intellectual Property owned by Vendor prior to, created in or concurrently with the performance of Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.

10.4. Survival: The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

11. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

11.1. Licensed Professionals: Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed

11.2. Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., City of Chicago and Cook County Minimum Wage Ordinances, including applicable Executive Order(s) and Board(s) Resolutions, the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>

11.3. Vendor Number and Good Standing: Vendor maintains an active CPS Vendor Number through the Term of the Agreement Vendor is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement.

11.4. Authorization: Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.

11.5. Financially Solvent: Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

11.6. Gratuities: No payment, gratuity or offer of employment was made by or to Vendor, or to the best of Vendor's knowledge, by or to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

11.7. Contractor's Disclosure Form: The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing

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of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

11.8. Research Activities and Data Requests: Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.

11.9. Services Warranty. Vendor has carefully examined and analyzed the provisions of this Agreement and can and will perform, or cause the Services to be performed in strict accordance with the provisions and requirements of this Agreement. The Services will be performed by its employees, agents, and subcontractors in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such Services will be in compliance with all applicable laws, rules, regulations or orders. Vendor shall assure that all Services performed as described in the Scope of Services shall carry a minimum warranty of thirty (30) days after the Board's acceptance of the completion of such activities. If the Board notifies Vendor or if Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties Vendor will, promptly (but in no event later than seven (7) days after written notification by the Board) correct such non-performance, error or defect. Any repair or replacement of Services or any portions thereof will be automatically warranted as provided herein. If the non-performance, error or defect cannot be corrected in the Board's determination, Vendor shall promptly refund amounts paid related to that portion of Services not in compliance. Vendor will assign to the Board any third-party warranties that Vendor receives in connection with any Services provided under this Agreement. If the Board believes for any reason that the Services have not been completed consistent with the terms of this Agreement, it will promptly notify Vendor DocuSign in writing, in no event more than thirty (30) days after receipt of Vendor's completion notice, and the Parties' will discuss any issues in good faith. Nothing contained in this section shall negate any of Vendor's obligations under this Agreement.

11.10. Third Parties' Intellectual Property: In performing and delivering the Services under this Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

11.11. Assignment of Warranties: Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under this Agreement to the Board.

11.12. No Legal Action Preventing Performance. As of the Effective Date, Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligations under this Agreement.

11.13. Free of Computer Viruses: Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software or other software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.

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11.14. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

11.15. **Debarment and Suspension:** Vendor certifies to the best of its knowledge and belief, after due inquiry, that:

- A. it, its principals, and its subcontractors providing Services under this Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*);
- B. it, its principals, and its subcontractors providing Services under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and
- C. it, its principals, and its subcontractors providing Services under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

“Principals” for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

11.16. **Continued Disclosure Requirement:** If at any time during the Term of this Agreement Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board in accordance with the Notice provision of this Agreement.

11.17. **Survival:** All warranties in this Section shall survive inspection, acceptance, expiration or termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

12. **Background Check.** Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Agreement (individually and collectively **“Staff”**) (**“Background Check”**). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered **“contact”**. Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

12.1. **Do Not Hire List.** The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Agreement by checking the Board’s **“Do Not Hire”** (**“DNH”**) records (**“DNH Check”**). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

12.2. **Criminal History Records Check.** Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Agreement through the process established by the Board, including using the Board’s contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 *et seq.*), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 *et seq.*)

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(collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:

- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
- B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
- C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

11.3 Department of Children and Family Services Check. At Vendor's cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to this Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.

11.4 Background Check Representations and Warranties: With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
- B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board;
- C. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur;
- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and
- F. Immediately remove from any contact with any CPS student pursuant to this Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

11.5 Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Agreement, and Vendor shall be responsible for the costs of such Background

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Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

13. **License :Right to Use, Restrictions:**

13.1. **Right to Use.** Vendor will provide the "**Software.**" Software includes any software or applications, regardless of medium of delivery, and any updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Software and the solution as proposed by Vendor and accepted by the Board. (For the purposes of the Agreement, Software may be considered to be included in the term "Services" where appropriate as determined by the Board.) Vendor will provide the Software to Board as set forth in the Scope of Services and Quote attached hereto and incorporated herein as Exhibit A and Exhibit C, respectively. Subject to the terms and conditions of this Agreement, Vendor grants to Board a worldwide, limited, non-exclusive, non-transferable royalty free (except the fees specified in this Agreement) right and license during the Term, solely for it and its affiliates' internal business purposes, and in accordance with the Agreement, to: (a) use the Software; (b) implement, configure, and through its project manager, permit its Licensed Users, defined below, to access and use the Software; and (c) access and use the Software. Board will ensure that its affiliates and all Licensed Users using the Vendor Services under its account comply with all of Board's obligations under this Agreement, and Board is responsible for their acts and omissions relating to the Agreement as though they were those of Board.

13.2. **Restrictions.** Board shall not, and shall not permit its Licensed Users or others under its control to do the following with respect to the Vendor Services:

- a. use the Vendor Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Board's authorized use or usage metrics set forth in this Agreement, including the applicable Quote.
- b. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Vendor Services available for access by third parties except as otherwise expressly provided in this Agreement;
- c. access or use the Vendor Services for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Vendor Services, or (ii) allowing access to its account by a direct competitor of Vendor;
- d. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Vendor Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;

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- e. use the Vendor Services in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
 - f. fail to use commercially reasonable efforts to not interfere with or disrupt the integrity, operation, or performance of the Vendor Services; or interfere with the use or enjoyment of it by others
 - g. use the Vendor Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Vendor Services or any host, network, or account related thereto or use any aspect of the Vendor Services components other than those specifically identified in the Scope of Services, or Quote even if technically possible.
14. **Licensed Users:** Vendor shall provide a username and password for each licensed user of the Software, if applicable. “**Licensed Users**” or “**Board Users**” means those students, administrators, teachers, and other individuals identified by the Board and Vendor as needing a License to access the Software. Unless specifically stated in the Agreement, there is no set maximum or minimum number of Board Users who will be able to access the Software.
15. **Implementation of the Software:** Vendor shall provide installation, configuration, and implementation services for the Software provided under the Agreement, regardless of the medium used for its delivery, to the extent applicable or necessary for the receipt and operation of the proposed solution.
16. **Software Maintenance and Support:** Vendor shall provide maintenance and support services to the Board for any Software purchased as more fully described in the Agreement.
17. **Compatibility and Data Flow:** Vendor shall ensure that the Services allows data to flow properly between the Board’s users and Vendor’s solution. Vendor must ensure that the Services and other resources and materials (collectively, the “Provided Resources”) that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the “Board Resources”). At all times, Vendor must cooperate and work as requested with the other service Vendors of the Board to coordinate the development and the provision of Services with the services and systems of such other service Vendors.
18. **Software Warranties and Representations:** For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement:
- 18.1. **Compatibility:** The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services;
 - 18.2. **Documentation Warranty:** Any documentation provided to the Board concerning the Software (“**Documentation**”) shall be kept current with the upgrades of the Software;
 - 18.3. **Title Warranty:** Vendor has the lawful right, power, and authority to license the Software;

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18.4. **Software Performance:** The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days;

18.5. **Free of Computer Malware:** Vendor will use commercially reasonable best efforts to ensure that the Software is free of and that the Services do not otherwise introduce or transfer to Board Resources any computer malware (e.g., viruses, worms, rootkits, keyloggers, ransomware, redirectors, etc.).

18.6. **No Disabling Code:** Vendor will not knowingly cause any disabling code to be incorporated into the Software;

18.7. **Software Customization:** Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Agreement.

19. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. Vendor is the common law employer of the individuals who perform Services for the Board. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, agents, and subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

20. **Indemnification:** Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character (collectively "Claims") arising or alleged to arise out of the acts or omissions of Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party.

Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under this Agreement, Vendor shall indemnify the Board for any such liability. And, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

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However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

21. **Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:**

21.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of the termination shall be the date stated in the notice.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement. Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

21.2. **Suspension of Services:** The Board may, upon fifteen (15) calendar days' written notice, request that Vendor suspend professional services, in whole or part. Vendor shall promptly resume supplying Professional Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties. For clarity, this section does not apply to licenses and is only applicable for professional services.

21.3. **Events of Default:** Events of default ("**Events of Default**") include, but are not limited to, any of the following:

- A. Any action or failure to act by Vendor that affects the safety and/or welfare of any students or Board staff;
- B. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- C. Breach of any term, representation or warranty made by Vendor in the Agreement;
- D. Default by Vendor under any other agreement Vendor may have with the Board;
- E. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or

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- F. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
1. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 2. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 3. Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control;
 4. Failure to supply the Services in a manner satisfactory to the Board, or inability to supply the Services satisfactorily as a result of insolvency or filing for bankruptcy;
 5. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
 6. Discontinuance of the supply of the Services for reasons within Vendor's reasonable control; or
 7. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

21.4. **Remedies:** The Board may declare Vendor in default if Vendor commits an Event of Default. The Chief Procurement Officer will give the Vendor an opportunity to cure the default within fourteen (14) days of notice (the "Cure Period"). The Chief Procurement Officer shall give Vendor written notice of the default in the form of a cure notice ("Cure Notice"). If the Chief Procurement Officer determines, in his/her sole discretion, that the default has not been cured, he/she may give a default notice ("Default Notice").

The Chief Procurement Officer may give a Default Notice after a Cure Notice if: (1) Vendors fails to effect a cure within the Cure Period given in the applicable Cure Notice, or (2) if the Event of Default cannot be reasonably cured within said Cure Period, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

A written Default Notice shall be final and effective termination of the Agreement, in whole or in part as specified by the Board, upon Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

A written Default Notice shall be final and effective termination of the Agreement, in whole or in part as specified by the Board, upon Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- A. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- B. Suspend performance of Services during the Cure Period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- C. Specific performance, an injunction or any other appropriate equitable remedy;

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- D. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- E. Money damages;
- F. Withhold all or part of Vendor's compensation under this Agreement; and
- G. Use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board and/or seek debarment of Vendor pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended.

The Board may elect not to declare Vendor in default or to terminate this Agreement. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate the Agreement, in whole or in part, in a subsequent Default Notice. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, in equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision above.

21.5. Turnover of Documents and Records: Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee within fifteen (15) days of request, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records. In the event Vendor retains a copy for its own records, it shall continue to abide by the terms of this Agreement, specifically those regarding the use of such information. In the event the Board elects to have Vendor destroy materials, Vendor shall provide an affidavit attesting to such destruction.

22. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.

23. **Notices:** All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To Vendor, at:

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

and if to the Board, at:

Chief of Talent Office
Board of Education of City of Chicago
42 W. Madison

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Chicago, IL 60602

with a copy to:

General Counsel
Board of Education of City of Chicago
One North Dearborn
Ninth Floor
Chicago, IL 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

24. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

25. **Insurance.** Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

25.1. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense. Vendor agrees to continue insurance meeting these requirements for a minimum of two (2) years following termination or expiration of this Agreement. Vendor's Commercial General Liability may not exclude or limit claims regarding sexual abuse and molestation .

25.2. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damages.

25.3. **Professional Liability / Errors and Omissions.** When professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than Ten Million and 00/100 Dollars (\$10,000,000.00). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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25.4. **Cyber Liability and Privacy & Security Coverage.** Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than Ten Thousand Dollars (\$10,000.00) per claim.. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or proposer must secure a 2-year extended reporting provision.

25.5. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

25.6.

25.7. **Additional Insured:** Vendor shall have its General, Umbrella, and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under the Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations

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expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Vendor agrees that insurers waive their rights of subrogation against the Board.

Vendor must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, Illinois 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments:
<http://www.cpsvendorcert.com>

26. **Audit and Document Retention:** Vendor shall permit and cooperate in good faith in audits by the Board, including its Department of Procurement, or its agents for compliance by Vendor with this Agreement. Vendor will furnish the Board with such information as may be requested relative to the progress, execution, and costs of the Services. Failure of Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the costs of such audit. Vendor will maintain all records under the Agreement. Vendor will cooperate with any audits as needed for any FOIA, OIG, or State mandated obligations. As used in this Section, “**records**” shall include all correspondence, receipts, vouchers, memoranda, and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Agreement and Vendor’s performance of the Services. All records referenced above will be retained for at least five (5) years after the expiration or termination of this Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. Vendor will include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and/or its contractors the same right to inspect and audit said records as set forth herein.

27. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

28. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of Vendor, which remain the responsibility of Vendor.

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29. **M/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts", which is incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board.

30. **Right of Entry:** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor will comply and will cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

31. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for Vendor's employees or Vendor's subcontractors' employees.

32. **Minimum Wage:** Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's Chief Procurement Officer. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the minimum wage as stated by the City of Chicago ("Minimum Wage") for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

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The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite; and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Vendor must pay the prevailing wage.

33. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Vendor, the terms of this Agreement shall supersede and prevail.

34. **Controlling Agreement:** Vendor shall not request any CPS students or staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the delivery of the Services except for those documents specifically approved by the Board under this Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

35. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under this

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Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

36. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

37. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

38. **Freedom of Information Act:** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44.

39. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

40. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.

41. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

42. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

43. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

CARASOFT TECHNOLOGY CORPORATION

DocuSigned by:
Jonathan Maples
By: _____
Jonathan Maples
Chief Procurement Officer
Date: May 20, 2020

DocuSigned by:
Zak Kennedy
By: _____
Name: Zak Kennedy
Title: Team Lead
Date: May 20, 2020

Authority: 20-0325- RS1

Approved as to Legal Form: DS
CD DS
LB

DocuSigned by:
Joseph T. Moriarty
By: _____
Joseph T. Moriarty
General Counsel

Attachments:

- Exhibit A – Scope of Services
- Exhibit B- Payment Schedule
- Exhibit C- Carahsoft Quote

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**Exhibit A
Scope of Services**

Name of Project: Electronic Signature Software

CPS Project Manager: Karla Kirkling

Phone: 312-285-7462

E-Mail: krkirkling@cps.edu

Vendor's Project Manager: Jacob Holler

Phone: 703-581-6581

E-Mail: jacob.holler@carahsoft.com

Period of Performance: May 1, 2020- June 30, 2021

This Scope of Services will be conducted pursuant to the terms and conditions of the Software and Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago (the "**Board**"), commonly known as the Chicago Public Schools ("**CPS**"), and Carahsoft Technology Corporation ("**Vendor**"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope of Services and the Agreement, the Agreement shall govern and control.

I. Background

The Board of Education for the City of Chicago will begin utilizing electronic documents for electronic signatures that include but are not limited to, vendor contracts, Human Resources forms, CPS and the Board's interdepartmental routing documents, and school-related and parent forms. These documents require review and signatures from internal and external entities. These documents require a digital signature, workflow, and document repository. Vendor will provide software ("**DocuSign**" or the "**Software**").

II. Software Services

A. Overview

The Talent Office at CPS will utilize electronic signature services from Vendor via DocuSign on behalf of the district. The Board estimates needing approximately 1,485,337 "**Electronic Envelopes**" (defined below) for one year. CPS will not be charged any overage fees for exceeding 1,000,000 (one million) envelopes. The envelope total is calculated based on every contract/agreement that will need to be completed across all CPS departments.

Electronic Envelope is a single transaction similar to a standard paper envelope where users insert a document, address it, add instructions or a note (If needed), and the Software inserts arrows or sticky notes where signatures are required. When users send envelopes, they always send single or multiple documents along with that envelope for single or multiple signatures.

DocuSign has additional features that the Board may use, at no additional cost, including:

- Responsive Signing on Mobile Devices, Native Mobile Applications (iOS, Android, Windows)
- Unlimited Automatic Programming Interfaces(APIs) - DocuSign publishes both its REST and SOAP APIs. They are easily accessible to developers looking to integrate. DocuSign's extensive API can be utilized in its interactive IODocs.
- Developer Sandbox - Robust sandbox environment facilitating rapid development, testing and deployment of applications using or integrating DocuSign technology

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- DocuSign Connect - Operates on a publisher-subscription model to provide real-time updates of a document status and form data as the document progresses through actions to completion
- DocuSign Retrieve - Allows for the download of envelopes, documents and data from DocuSign for use with external systems
- PDF Form Conversion - When uploading a PDF, DocuSign automatically recognizes and converts the PDF fields to signer fields to save time as documents are prepared for signing
- Various Form Fields - check box, drop down, radio button
- Approve/Decline Option
- Formulas - Formulas can be built to calculate a value based on number or date fields in documents. When the recipient completes the underlying fields, the Formula field automatically calculates and displays the result.
- Conditional Recipients - Route an envelope to different people based on envelope data
- Collaboration - Allows recipients to collaborate on text, radio button, drop down, and check box fields (i.e. negotiate changes)
- Signer Attachments -Senders may request that recipients add additional supporting information to the document. These attachments are uploaded to the DocuSign system and shared with the sender and any other signers or viewers of the document.
- Data Validation- Restricts the type of data entered into any chosen field to reduce transactions that are “not good order” – eliminating data entry errors and document resending. Validation values include text, email, phone number, date, 5-digit ZIP code, 9-digit ZIP code, social security number and regular expression masking.
- Reminders and Notifications -Set up automated email reminders for signers to complete the signing process and add deadline notifications to expire untouched documents or transactions.
- Routing Options - Route documents to multiple users in serial, parallel and mixed sequencing to fit users' ideal process. Require users to sign one by one or allow them all to sign at the same time (Serial, Parallel, and Branched).
- Document Retention Policies - Control the life of documents and enforce company policy related to document retention. Automatically purge documents after a specified period of time and notify users in advance of purging.
- Branding - Reflect user brand on emails and web pages recipients see when completing documents. Add user logo, change colors and customize email copy and links.
- Organizational Administration - An infrastructure that empowers user to better control and manage all accounts and users in a single location. Keep information secure with domain-level user administration, effortlessly manage users and permissions, even configure Single Sign-On (SSO) without assistance.
- Single Sign On- Provides just-in-time provisioning, password management integrations, and support for DocuSign's newest innovations.
- Embedded Signing - Allows the creation of signing experiences for users directly within third-party applications. Go through an entire electronic transaction without ever leaving a third-party application.
- Email Based Authentication - Built-in form of authentication that ensures the only people signing are those invited to sign and have access to the email account.
- Access Code Authentication - Requires signers to provide a sender-generated code in order to open and sign their documents.
- Geolocation Capture - DocuSign includes geolocation information (appearing in the form of the IP address) in the Certificate of Completion as part of the full audit trail of a document.
- Accessibility- DocuSign's accessibility support enables sight and hearing-impaired signers to sign documents with service in adherence with the Americans with Disabilities Act (ADA) and Section 508 standards.
- Multiple Languages - Ability to sign documents in 43 localized languages. Languages are detected through browser settings, and document senders can also configure language settings accordingly.
- In-Person Signing - DocuSign user can host an in-person signing session and guide signers through the process.

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- Sign on Paper Option - Ability for signer to print and sign a document with the option to submit the completed document by fax, or by scanning it and uploading the file.
- Payment Tag - Enables a sender to collect a payment or save a signer's payment method for future charges at the same time as collecting signature (credit card, Apple & Android Pay, Paypal or ACH (electronic bank transfer)).
- Correct Documents - Make changes to a document, even if it's incomplete. Change recipient information, add, edit, remove tags, or add and remove documents not yet signed.
- Templates - Prepare documents for rapid sending with reusable templates that save tags and field placement, workflow routing, and other settings.
- Powerforms - Users can generate on-demand, self-service documents for signature.
- Template Matching- Automatic template matching compares the files that you upload with all previously saved templates to provide the option to apply all aspects (recipients, messages, and recipient signing fields) of the template to the new document.
- Advanced Roles and Permissions – Ability to delegate and limit administrative permissions for different users.
- Bulk Recipients - Easily send the same document to a large number of recipients. Simply import a list of signers and each will receive a unique copy to sign.
- Data Export - Share data and statistics by exporting data from documents to an CSV file, ranging from a single data field to data from multiple documents and PowerForms.
- Real Time Reporting and Analysis - Track transactions data in real time — every signature, approval and related recipient actions are logged and viewable.
- Tamper Sealed Documents - All documents are digitally sealed with the industry standard technology, Public Key Infrastructure (PKI).
- Audit Trail - Track documents through every step of the process. DocuSign maintains a complete, automated history of every activity, including viewing, printing, sending, signing, or declining to sign a document.
- Certificate of Completion - Every signed DocuSign document comes with a certificate of completion that provides proof of the signing process to all parties of the transaction. This certificate includes information from the audit trail, illustrating who signed, timestamps detailing when and where each person signed, and the completed document itself.
- Advanced Workflow:
 - Signing Groups - Send an envelope to a predefined group of recipients and have any one member of the group sign your documents
 - Supplemental Documents - Provide additional information to recipients which does not require signature, such as legal disclosures or terms and conditions.
 - Field Mark-up - User can allow recipients to make changes to documents by covering up existing text and adding new text.
 - Document Visibility - Send an envelope containing multiple files and control which files each recipient sees.
 - Acknowledgement of Receipt - All recipients and the sender get an email notification from DocuSign automatically that the documents are complete
 - Offline Signing/Sending - Sign and send documents with DocuSign mobile apps even when offline. Documents are signed and created, queued, then synced and sent once connectivity is restored.

B. Software Capabilities

Vendor shall provide Software that has the following capabilities:

- The ability to electronically send, sign, and approve documents, materials, and transactions from anywhere and anytime using any device;
- The ability to organize and store documents electronically on DocuSign's dedicated secure server. The option to also have completed documents moved to an additional CPS server can also be configured. In addition, the option to have documents purged from DocuSign's servers is available. Documents moved to an additional CPS server can

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also be configured. In addition, the option to have documents purged from DocuSign's servers is available.

- Automation of entire workflows and the ability to conduct business securely from any location. With DocuSign users may send documents to multiple people or groups for signature and allow people to sign documents on any device, in any location whether internal to CPS or external to the organization.
- The ability to automate paperless transactions and support data security. The Software will protect CPS data by securing access to both the software application and infrastructure. DocuSign's technology moves documents to a Federal Risk and Authorization Management Program ("**FedRamp**") moderate authorized environment, tracking all of the details of where, when, what time, and who signed the documents, as a legally binding completed document. If additional levels of authentication of a signer are needed, the ability to leverage an access code may be used.
- The ability to allow CPS users to prepare documents, gather signatures, and have customers sign in-person using a smartphone or tablet. This ability allows multiple people to sign on the same device, in the same signing session, notifying that the device has now changed hands. Additionally, DocuSign is mobile responsive ensuring consistent signing experience in person or via a mobile device.
- Features that allow users to assemble their documents, secure their data, and validate their signers.
- The ability to capture and store signatures of CPS authorized employees or any user that has an account or previously signed with DocuSign, using that particular email address, at the time they approve the document;
- The ability to capture the action history of the workflow by tracking the date, time, location, and IP Address of each signer in the workflow.
- The ability to integrate with other CPS software applications (e.g., Active Directory, Oracle/PeopleSoft HCM 9.2, PowerSchool, Aspen); 3rd party software solutions and the ability to integrate DocuSign with the CPS Single-Sign-On ("**SSO**") platform. Due to DocuSign having Open and Unlimited Application Program Interface ("**APIs**"), customers may integrate DocuSign to other systems that have the capability of integrating to DocuSign. The CPS Rapid ID platform utilizes the SAML protocol. DocuSign provides several online resources containing full documentation of common API configurations. CPS will configure these integrations and has already tested configurations. If additional resources are needed for guidance and/or hands on configuration, DocuSign's Technical Customer Success Manager will assist.

C. Templates

The Software will allow users to create, save, and reuse templates and PDF files. The Software's templating capabilities will allow CPS to standardize and manage repeatable processes across the organization. Templates can be created via a drag-and-drop user interface.

Templates will allow users to create a standard document, with set recipient roles, signing, and information fields. Templates can also contain the signing instructions for the document and any signature attachments. When there are differences in the information needed for a document, a user can still use a template to provide some recipient and tag information, while also allowing the user to make additions and changes to the document before sending. Templates will allow users to do the following:

- Utilize predefined documents, data, and workflow, and route to signers and other recipients;

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- Automatically apply tags and workflow based on previously sent documents with intelligent Template Recognition (“ITR”);
- Distribute and restrict template access to individual, pre-defined groups or company-wide;
- Easy set up – no coding required; and
- Enable signer self-service with PowerForms.

D. Document Retention and Retrieval

The Software retention ability will be configured by the Board. Documents are automatically stored in the DocuSign repository as envelopes are routed and signed. Signed documents can be left in the DocuSign system indefinitely; however, the Software is designed to accommodate any retention policy. Documents can be removed from the DocuSign system on a policy-basis according to a predefined schedule (ex: 14 days after completion); or removal can be performed on an explicit basis based upon instruction from a CPS system. When documents are removed from the DocuSign system, the file will be removed; however, the audit log detailing the execution history of the document will be retained in the system.

III. Dedicated Project Manager (PM)

A Project Manager (“**PM**”:) will act as the main CPS point of contact to whom all communications relative to project engagement will be addressed, and who will have the authority to act on behalf of CPS in matters regarding this Agreement (this does not include the signing of any documents related to this Agreement); serve as the liaison between DocuSign and all CPS departments participating in the project; maintain their organization’s readiness, resource availability, and participate in project status meetings; obtain and provide information, data, and decisions within three (3) working days of DocuSign’s request; help resolve and escalate issues in a manner to accommodate the project within CPS, as needed.

The PM will work closely with the DocuSign account team to leverage their expertise and accelerate time to value the program and project objectives. DocuSign’s Customer Success Architects (“**CSA**”) and professional services technical experts will share expertise and guidance in the following areas:

- Best practice guidance and use case identification;
- Feature and functional knowledge of the DocuSign product;
- Product and technical knowledge of the DocuSign product;
- General guidance and instruction on best practices;
- Project planning and execution in relation to DocuSign’s proposed project scope;
- Assistance in the rollout of DocuSign solution in Go-Live environment; and
- Hands-on configuration within a demo account of the DocuSign web application to support the implementation of the initial use cases

IV. Reports

Three categories of standard reports will also be available through the Software: envelope reports, recipient reports, and usage reports. The three categories of reports are further described in the table on the following page. DocuSign reports allow users and account administrators to see information about their accounts. When users run reports, they will only see their personal information. When users with administrator permissions run reports, they will be able to see group and account level information.

DocuSign’s standard dashboards and reporting allow users to get perspective on historical and status related information of all envelopes/documents. The reporting tool also allows users to set schedules for the creation of these types of audit reports on a regular basis. The following are pre-formatted DocuSign dashboard reports available on the Software:

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- Overview
 - This option shows all visual reports and reporting options
- In Process Envelopes
 - This option shows a list of envelopes that have been sent, but not signed, and can show the number of days since an envelope was sent for signature
- Completed Envelopes
 - This options shows a list of envelopes that are completed, as well as the number of days between sending an envelope and receiving the complete envelope
- Envelop Status
 - This option shows a list of envelopes that have been sent, as well as the status of the envelopes.

DocuSign Standard Reports	
Envelope Reports	
Envelope Report	This report lists of all envelopes for the selected report parameters. Each report row is for a different envelope and shows envelope status, the sender, the recipient(s) and activity information for the envelope.
Envelope Recipient Report	This report is similar to the Envelope Report, but provides additional information about the recipients, their place in the routing order, how they were authenticated, and their actions.
Envelope Status Report	This report provides envelope totals sorted by status for the selected report parameters. Each report row is for a different envelope status and shows the total envelope with that status, the number of unique senders, the total recipients, the total signers, the total documents and total pages.
Envelope Velocity Report	This report provides information about envelope completion times for the selected report parameters.
Envelope Volume Report	This report provides information about envelopes sent, completed, corrected, declined and voided, along with the average completion time, for the selected report parameters.
Recipient Reports:	
Recipient Activity Report	This report provides activity information for envelope recipients for the selected report parameters. Each report row is for a different recipient and shows the number of envelopes received, signed, not signed, a completion rate and the average time for that recipient to complete an envelope.
Recipient Authentication Report	This report provides information about the authentication methods used to verify the identity of users for the selected report parameters.
Usage Reports:	
User Activity Report	This report provides activity information for account users for the selected report parameters. Each report row is for a different account user and shows the number of envelopes sent, completed, the number of templates created and the last envelope activity for each user.
Group Activity Report	This report provides activity information for groups in your account for the selected groups and timeframe. The report shows the number of users in each group, the number of envelopes sent, the number of envelopes completed, the number of templates created and the last envelope activity for a member of the group.
Account Activity Report	This report provides activity information for the account for the selected timeframe. The report shows the number of users in the account, the number of envelopes sent, the number of envelopes completed, the number of templates created and the last envelope activity for the account.

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V. Support

DocuSign's customer support provides assistance to users via phone, chat, email or web. DocuSign's Enterprise Premier Support includes the following:

- **24x7 System Availability Monitoring:**
DocuSign Trust Site for real-time system status and notifications
- **Support Portal and Knowledge Base:**
Search for answers and submit Support requests
- **DocuSign Community:**
Q&A community staffed by DocuSign employees and power users of our product
- **24x7 Sender and Signer Live Chat Support:**
Chat Support for simple questions on signing, sending and account management
- **Online Case Submission and Management:**
Submit cases online for assistance from our Support Team
- **24x7 Live Phone Support:**
Talk to our DocuSign Support Team for technical DocuSign questions, billing inquiries and account support
- **Escalated Support – Tier 2:**
Direct access to senior technical resource as part of standard support escalation process.
- **DocuSign Demo/ Sandbox Environment Access:**
Test user's current code against upcoming releases or add user's new code to test prior to releasing into production
- **DocuSign Integration Support (Connectors):**
Support for connections to complementary solutions such as Salesforce, Microsoft and Google.
- **24x7 Emergency Support:**
30-minute response to Severity 1 technical incidents
- **Proactive Monitoring of Cases:**
Ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of DocuSign
- **Adoption Network:**
Training, tools and community designed specifically to help customers drive adoption and implementation of DocuSign solutions.
- **Deliverables:**
CSA Certification course for one user through DocuSign University; 2-hours of office hour access to DocuSign CSA team; access to Adoption Network gated community
- **Technical Customer Support Manager:**
First point of contact for all technical questions. Trained on customer use cases, workflows and technology. Will provide case reviews on a regular basis as part of relationship

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

Exhibit B
Payment Schedule

This Payment Schedule is a part of the Software and Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago (the "**Board**"), commonly known as the Chicago Public Schools ("**CPS**"), and Carahsoft Technology Corporation ("**Vendor**").

The maximum compensation payable to Vendor for the Term of this Agreement shall not exceed One Million One Hundred Fifty-Five Thousand Dollars (\$1,155,000.00) ("**Maximum Compensation Amount**"). No fees will be charged for envelopes used that exceed one million envelopes, during the Term. If a Renewal Term is exercised, pricing will be determined by the Board and Vendor and approved by the Board and is capped a maximum increase of four percent. During the Term, Vendor will also charge One Hundred and Five Thousand Two Hundred and Sixty Five Dollars (\$105,265.00) for 500 Custom Engagement Hours. The total subscription cost during the Term for Enterprise Pro and Premier Support increases the total of envelope cost to One Million Forty Nine Thousand Seven Hundred Thirty Five Dollars (\$1,049,735.00).

The Vendor shall invoice the Board in accordance with the Payment Schedule below. . Payments are to be made to Vendor on Net 30 terms. Custom Engagement Hours will be invoiced monthly in arrears upon hours performed.

Invoice Date	Payment Total
Invoice #1- Upon Signature of Agreement	\$150,000.00
Invoice#2- July 01, 2020	\$899, 735.000
Invoice #3- July 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #4- August 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #5- September 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #6- October 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #7- November 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #8- December 1, 2020	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #9- January 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #10- February 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #11- March 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed

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Invoice #12- April 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #13- May 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #14- June 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**Exhibit C
Carahsoft Quote**

Government - Price Quotation

DocuSign Government at Carahsoft

DocuSign

11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft.

TO: Karla Kirkling Chicago Public Schools 2651 West Washington Blvd. Chicago, IL 60612 USA	FROM: Jacob Holler DocuSign Government at Carahsoft 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: kkirkling@cps.edu	EMAIL: Jacob.Holler@carahsoft.com
PHONE: (773) 553-1892	PHONE: (703) 581-6581 FAX: (703) 871-8505

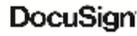
TERMS: FTIN: 52-2189693 Shipping Point: FOB Destination Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Cage Code: 1P3C5 DUNS No: 088365767 Credit Cards: VISA/MasterCard/AMEX Sales Tax May Apply	QUOTE NO: 21817827 QUOTE DATE: 04/23/2020 QUOTE EXPIRES: 07/01/2020 RFQ NO: SHIPPING: ESD TOTAL PRICE: \$1,155,000.00
TOTAL QUOTE: \$1,155,000.00	

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	APT-0395	Enterprise Pro for Gov - Env (Adopt/Accel.) Includes Enterprise Premier Support DocuSign, Inc. Start Date: 07/01/2020 End Date: 06/30/2021		\$1,049,735.00 OM	1	\$1,049,735.00
2	APT-0011	DocuSign Retrieve DocuSign, Inc. Start Date: 07/01/2020 End Date: 06/30/2021		\$0.00 OM	1	\$0.00
3	APT-0372	Custom Engagement - Per Hour DocuSign, Inc. Start Date: 07/01/2020 End Date: 06/30/2021		\$210.53 OM	500	\$105,265.00
SUBTOTAL:						\$1,155,000.00
TOTAL PRICE:						\$1,155,000.00
TOTAL QUOTE:						\$1,155,000.00

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PAGE 1 of 2

QUOTE DATE: 04/23/2020
QUOTE NO: 21817827

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE



Government - Price Quotation

DocuSign Government at Carahsoft



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY EXTENDED PRICE
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Product Details

eSignature Envelope Allowance: 1,000,000

Order Special Terms

For the Adoption Accelerator package(s) purchased in this Order Form, during the first 12 months of the Term, no overage charges shall apply for reasonable use of the Subscription Services that exceeds the specified Envelope Allowance.

Payment of \$150,000.00 is due upon signature of contract. Remaining payment of \$899,735.00 is due on July 1st 2020.

Both parties hereby agree that: a) the Order Forms under the Accounts listed below will be terminated upon the Order Start Date of this Order Form, and b) a prorated credit for the prepaid portion of the remaining Term of the terminated Order Form will be applied toward payment for this Order Form. For clarification, the Accounts listed below will remain open and will be governed by the Terms and Conditions described in this order form. 1. Account Carahsoft OBO Chicago Public Schools - HR with site ID 57651311-na3 and Order Form with Order Start Date October 1, 2019 (Opp/Quote ID: 518986/Q-17034838) and March 30, 2019 (Opp/Quote ID: 833262/Q-17959167) 2. Account Carahsoft OBO Chicago Public Schools - Procurement & Law with site ID 67941292-na3 and Order Form with Order Start Date February 10, 2020 (Opp/Quote ID: 773261/Q-17219330)

Terms & Conditions

This Order Form covers the DocuSign Products and Services described herein and is governed by DocuSign's Corporate Subscriber Terms and Conditions available online at: <https://www.carahsoft.com/Eula/DocuSign>.

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PAGE 2 of 2

QUOTE DATE: 04/23/2020
QUOTE NO: 21817827