

ADDENDUM TO SEESAW CONTRACT
Lincolnwood School District 74 – 2020-21 Contract Year

This Addendum modifies the contract for services between Seesaw and the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, beginning August 1, 2020 (the "Contract"). In consideration of the mutual promises by Seesaw and Lincolnwood School District 74 in the Contract and this Addendum, the parties agree that the following terms will apply to this Contract and any extensions or renewals, and will supersede the online Terms of Service as they exist now or as they may be amended from time to time:

1. Any indemnification of Seesaw by the School District shall not include attorneys' fees or costs. Should Seesaw exercise any right to assume the exclusive defense and control of any matter for which the School District is required to indemnify Seesaw, Seesaw shall be responsible for the costs of doing so, including attorneys' fees.
2. Seesaw shall indemnify and hold harmless the School District from any and all claims, suits, actions, losses, costs, damages, and any other liabilities arising out of or related to Seesaw's breach of this contract or failure to perform. Seesaw's total liability to the School District for all damages, losses, or causes of action arising out of or relating to this contract shall not exceed: (1) the amounts paid to access Seesaw during the eighteen (18) months immediately preceding the date of claim, or (2) two thousand U.S. dollars, whichever is greater.
3. The laws of the State of Illinois govern this agreement, as well as any dispute, claim, or controversy that may arise between the School District and Seesaw, without regard to conflicts of law provisions.
4. All references to arbitration in the online Terms of Service are hereby deleted. The venue for any dispute resolution between the parties shall be in the Circuit Court of Cook County, Illinois, and Seesaw hereby submits to the jurisdiction of that court.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

Seesaw, Inc.

By Karim Sabuwalla
Its: Finance Manager
Date: 07/20/2020



Lincolnwood School District 74

By _____
Its: _____
Date: _____