



## CONTRACT FOR SERVICES

Contract Number: 2020- 49593

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This contract by and between Gaggle.Net, Inc. (Gaggle) and Lincolnwood School District 74 - Lincolnwood IL (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

### 1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 49593 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

### 2. Contract Term

Service Commencement Date: 2020-07-01

Service End Date: 2021-06-30

Contract End Date: 2023-06-30

### 3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable payable in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

### 4. Terms and Termination

This Agreement shall become effective on the date indicated as the Service Commencement Date and shall remain in full force and effect for the term of the contract as identified in Section 2.

Either party may terminate this Agreement in the event of a material breach of a provision of this Agreement and the other party fails to cure said breach within 30 days written notice of said breach.

### 5. Indemnity

Gaggle shall defend, indemnify, and hold harmless Customer, its individual Board members, employees, and agents harmless from any and all claims arising out of its failure to perform its obligations as outlined in this Agreement and incorporated therein.

### 6. Ownership

All ownership of code and product remains with Gaggle, with the exception of any Customer data and content that was uploaded or created by Customer as a result of Customer's use of Gaggle's Services.

**7. Limitation of Liability**

In no event shall Gaggle be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this Agreement or breach thereof, even if advised in advance of the possibility of same, for an amount exceeding the total amounts paid to Gaggle under the operation of this Agreement by Customer.

**8. Incorporation by Reference**

Gaggle’s applicable Quote, Terms & Conditions, and Service Level Agreement are hereby acknowledged and incorporated into this contract by reference.

**9. Amendment**

This Agreement contemplates amendment by mutual agreement of the parties. Amendments to this Agreement shall be in writing and indicate the contract number and incorporate into this Agreement.

**10. General**


This agreement shall be governed by the laws of the State of Illinois.

**11. Compliance with Laws**

In providing Services under this Agreement, Gaggle will comply with all applicable laws, including, but not limited to, anti-discrimination laws and student confidentiality laws, namely the Family Educational Rights and Pricy Act (“FERPA”), 20 U.S.C. § 1232g, and the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/1, et seq.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.



5/20/2020

Authorized Representative of Gaggle

Date



Authorized Representative for Board President  
Lincolnwood School District 74 - Lincolnwood IL

6/25/20