

**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND NEXTIVA, INC.**

This Amendment is entered into as of May 7, 2026, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Nextiva, Inc. (“Nextiva”) pursuant to Quote Number CPQ-658435-1 dated March 12, 2026, the Nextiva Service Agreement attached thereto, and the Nextiva Master Terms and Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Nextiva shall not materially modify or amend the Agreement (see <https://www.nextiva.com/legal.html>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** Unless either party provides written notice at least thirty days in advance of the end of the then-current term or unless otherwise agreed by the parties in writing, the term of the Agreement between the parties shall automatically renew on a month-to-month basis.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Nextiva prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Nextiva acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act. For avoidance of doubt any information security or related documents identified by Nextiva as being confidential and/or proprietary shall be treated by such to the maximum extent permitted under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Nextiva hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Nextiva waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, or the waiver of claims which may be litigated on a class or representative basis shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Student Privacy Laws.** Nextiva confirms that no student data shall be requested from School District in accordance with any applicable federal or Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*, herein “SOPPA”); and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, herein “FERPA”). To the extent any such student data is provided ancillary to the use of Nextiva’s services, Nextiva shall treat any such data as confidential.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Nextiva shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on Nextiva’s CGL policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

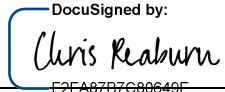
7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

NEXTIVA, INC.

By: _____

By:  _____
F2FA87B7C88649E...

Its: _____

Its: CSO _____

Date: _____

Date: 4/29/2026 | 11:52:14 AM PDT _____