

**EXHIBIT 2
YEARBOOK TERMS**

1. SUBMISSION OF, RESPONSIBILITY FOR, AND USE OF MATERIALS:

a. Contractor will provide District with instructions and specifications for submitting information and materials (collectively, "Materials") to Contractor. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images (including digital images), artwork, songs, lyrics, recordings, page layouts and other similar materials. District is responsible for all Materials furnished to Contractor for incorporation in the publication or other product provided by Contractor under this Agreement, regardless of form or medium (the "Publication").

b. District agrees to submit all Materials in a timely manner and in accordance with Contractor' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials.

c. Contractor will charge for Contractor artwork, corrective work or customercopy, customer alterations and non-standard composition, which may result in changes to the purchase price.

d. Contractor reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation inthe Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license, or other proprietary rights or be pornographic or offensive, provided Contractor assumes no duty to make such determination.

e. District represents and warrants: (a) District has the unconditional and absolute right (through ownership, license or consent) to allow Contractor to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials; (b) Contractor is authorized to reproduce for and on behalf of District and other third parties all of the Materials provided by District, in order to produce and/or market the Publication; (c) the Materials comply with all applicable laws, do not infringe any intellectual property or proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable content, and do not otherwise violate the rights of or cause damage or injury to any person.

f. Except to the extent prohibited by law, District agrees to indemnify and hold Contractor, its licensors, and its controlled affiliates harmless from any and all damages , fees and costs arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against Contractor by parents, students or any third party: (a) on the grounds that a Material, Publication, or the marketing of the Publication by or directed by the school violates any applicable laws, rights or interests (including intellectual property or privacy rights), or causes a third party harm (such as negligence or emotional distress); or (b) related to or arising from a breach of District's obligations relating to Contractor Digital Tools.

g. District expressly agrees that Contractor, its sales representatives, and service providers may use Materials provided by District to market the Publication to potential purchasers and to provide information on Contractor products and services to potential purchasers, except where District has indicated otherwise in writing. Contractor will not sell or rent student information to any third party. Please see Contractor' Privacy Policy at <http://www.Jostens.com/privacy> for more information on Contractor' privacy practices.

2. LICENSES: District grants Contractor a perpetual, royalty- free, fully paid-up right and license to use, reprint, reproduce, digitize, and duplicate District's cover design, yearbook pages, and Materials in Contractor' marketing and promotional materials and websites, as samples, in Contractor' software applications, and in collections of Contractor' yearbooks and yearbook pages, except where District has indicated otherwise in writing.

With respect to any artwork created in whole or in part by Contractor, Contractor hereby grants District a limited, nonexclusive license to the artwork in the Publication, and for the marketing and promotion of the same.

Contractor retains all other rights to such artwork, which may only be reproduced with the written consent of Contractor. District understands and agrees that all dies, including those for which a charge has been made, remain the sole property of Contractor. This provision shall survive the termination or expiration of this Agreement.

3. SCHOOL OFFICIAL DESIGNATION: District and Contractor hereby designate Contractor as a “school official” as that term is defined by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. @ 1232g (“FERPA”), and Contractor recognizes that certain records regarding District's students are protected by FERPA. In the course of performance of this Agreement, District may from time to time disclose certain information protected by FERPA (“Student Identifiable Information” or “SII”) to Contractor, and Contractor may from time to time create Student Identifiable Information. Contractor acknowledges it is receiving and creating such Student Identifiable Information as a “school official” as that term is defined in 34 C.F.R. 99.31(a)(1)(i)(B), and Contractor agrees it will use and maintain such information in accordance with FERPA. District represents and warrants that Contractor meets the definition of “school official” as specified in District’s annual notification of FERPA rights and that it is authorized to transfer SII to Contractor. Contractor agrees to hold the SII in strict confidence. Contractor will not disclose or use SII outside of the parties’ direct business relationship, except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. By entering into this Agreement, Contractor certifies that it understands these restrictions and will comply with them.

4. RETENTION AND DESTRUCTION OF DATA AND SII: Within sixty (60) days following termination, cancellation, expiration or other conclusion of this Agreement, Contractor shall destroy any SII that has not already been incorporated into a Publication prior to the termination, cancellation, expiration or other conclusion of this Agreement. Notwithstanding the foregoing, and subject to Contractor’ compliance with any applicable laws and regulations, nothing in this Agreement will: (i) preclude Contractor from communicating with, require Contractor to destroy, or preclude Contractor from collecting any information about an individual that Contractor has obtained directly from the individual or through another party that is not District; or (ii) require Contractor to destroy any information directly uploaded by an individual pursuant to their own account.

5. SAFEGUARDS; DATA SECURITY AND PRIVACY: Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted SII received from, or on behalf of District. These measures will be extended by contract to all subcontractors used by Contractor in connection with this Agreement. Within a reasonable time after discovery, Contractor shall report to District any unauthorized use or disclosure of SII. District and Contractor further agree that the California Consumer Privacy Act, Cal. Civil Code § 1798.100, *et seq.* (CCPA) does not apply to the Publication because Contractor is providing a service to support the Publication on behalf of a school, and schools are not subject to the CCPA because they are not “organized or operated for the profit or financial benefit of its shareholders or other owners.”

6. CONTRACTOR DIGITAL TOOLS: In consideration of payment of any required license fee and agreeing to any applicable license agreements, terms of use, and policies for any digital tools, for the term of this Agreement, Contractor grants District a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based yearbook development software tools, fonts and clip art, apps, websites and environments (all such tools, apps, websites and environments made available to District, the “Contractor Digital Tools”), solely for the limited purpose of producing its Publication with Contractor and for no other purpose. District acknowledges and agrees that the Contractor Digital Tools and all other materials supplied by Contractor are proprietary in nature and are owned or licensed by Contractor, and District agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Contractor Digital Tools, or to rent, share, distribute or provide the Contractor Digital Tools to any third party. District is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the Contractor Digital Tools to a third party for printing, digitizing, reproduction or any other purpose.

Upon termination or expiration of the relationship between District and Contractor, District will promptly return any Contractor Digital Tools to Contractor and destroy and delete any copies of Contractor Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Contractor Digital Tools, and District acknowledges that Contractor is not obligated to provide training

or other support for third-party products.

For purposes of this Agreement, Contractor Digital Tools do not include Yearbook +. The terms and conditions for Yearbook+ follow for Districts who have opted-in on the cover page of this Agreement.

7. ORDER PROCESSING: If District elects to participate in an order processing and management program offered by Contractor (a "Program"), District acknowledges and agrees that Contractor or other third parties may act on behalf of District to bill students for yearbooks and related products and collect payment from them. District acknowledges it has been given materials explaining the Program and understands the Program, and the billing process under that program.

8. DELIVERY; INSPECTION OF PRODUCTS: Shipment will be made pursuant to the shipment method and vendor chosen by Contractor, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that District sends all materials conforming to specifications and on time according to the Schedule. Title to and risk of loss for all shipments is F.O.B. Contractor production plant. Contractor reserves the right to withhold delivery of the products if, for any reason, District violates any terms or conditions in this Agreement or fails to pay to Contractor any portion of the purchase price due for the products in the amount(s) and at the time(s) specified in this Agreement. Immediately upon District's receipt of the products shipped hereunder, District shall inspect the same and shall notify Contractor in writing of any claims for shortages, defects, or damages, and shall hold the products for Contractor's written instructions concerning disposition of the products. If District fails to so notify Contractor within five (5) business days after the products have been received by District, such goods shall conclusively be deemed to conform to the terms and conditions herein and to have been irrevocably accepted by District. Contractor shall not be responsible for claims for error in quantity or quality not made within five (5) business days after District's receipt of the products. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of District's order. Contractor may ship the excess yearbooks to District, who may keep and pay for the overages or return them to Contractor for credit.

9. FORCE MAJEURE; WARRANTY; LIMITATIONS: Contractor shall not be liable for delays or losses caused by strikes, accidents, pandemics, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. Contractor will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT, THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF CONTRACTOR, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO CONTRACTOR FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. CONTRACTOR SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISSPELLINGS OR OTHER DEVIATIONS OR ERRORS.

10. PAYMENT TERMS: District agrees to pay a 40% deposit November 1st (December 1st for CY Districts) and an additional 40% deposit March 1st (April 1st for CY Districts) that will bring the total deposit up to 80% of the base price. District will receive a final invoice when the Publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for Contractor to institute collection procedures against District, Contractor shall be entitled to recover its reasonable attorneys' fees and costs from District. All payments and checks must be made payable to and sent directly to Contractor, Inc., **21336 Networks Place, Chicago, IL 60673-1213.**

11. TAXES: Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. Several states do not exempt schools from the requirement to collect sales tax on sales. It is District's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations

in its state, except for sales facilitated by Contractor. Where Contractor accepts orders on a school's behalf and collects applicable sales taxes on such orders, Contractor may, at Contractor' option, remit taxes collected on such orders directly to the taxing authority.

12. MISCELLANEOUS: The person signing this Agreement represents that they are fully authorized to execute this Agreement on behalf of District. Contractor may use its controlled affiliates as subcontractors to perform obligations under this Agreement. District understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the proposed budget, schedule, and other specifications set forth herein and any additional or changed specifications agreed upon by the parties related to the products manufactured by Contractor under this Agreement (which shall automatically be incorporated by reference into this Agreement), represents the entire agreement between the parties. If after the date hereof District submits purchase orders or other written instructions that contain any terms or conditions, those terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. Digital and electronic signatures shall have the same binding effect as original signatures, and an Amendment sent in electronic or facsimile format containing the signatures of the parties shall be binding.

Paragraphs A-D only apply to District if District has elected to participate in the Yearbook+ Program now or in the future.

A. Provision of Information. District agrees that it will provide Contractor with student email address, parent email address, student name and student grade. Upon Contractor' reasonable request, District will provide additional SII to Contractor if necessary, for Contractor to provide the Service. District also agrees to whitelist domains associated with Contractor or the Yearbook+ product to facilitate authentication and operability of Yearbook +.

B. Destruction of Data and SII. To the extent required to do so by applicable law, Contractor will delete SII related to Yearbook+ upon District, student, parent, or legal guardian's request.

C. Breach of Confidentiality. If District reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under the Agreement, District, in its sole discretion, shall have the right to: (a) require Contractor to create an internal plan for monitoring and reporting related to Districts SII; (b) provide Contractor with a fifteen (15) day period to cure the breach; or (c) provide notice of District's intent to terminate the Yearbook+ program immediately if cure is not possible. Before exercising any of these options, District shall provide written notice to Contractor describing the violation and the action it intends to take, and permit Contractor thirty (30) days to respond to the alleged violation and demonstrate either that a breach did not occur or provide a remediation plan to resolve the breach.

D. Moderation. The Services will allow individuals to upload digital photographs to be considered for use in the Publication. Contractor may offer enhanced moderation services that include manual review of the photographs by a third party ("Manual Moderation") and District may elect to purchase Manual Moderation in the event it is offered. District will be responsible for curating the digital photographs uploaded for use in the Publication. District will also be responsible for responding to inquiries from individuals about digital photographs submitted, uploaded, or removed from the Publication. Notwithstanding the foregoing, Contractor reserves the right to remove any digital photograph for any reason. Contractor shall maintain complete discretion on the terms of its storage, retention and availability of digital photographs associated with Publication. District shall pay any fees associated with the storage, retention, and availability of the digital photographs in the Publication until District provides notice to Contractor of its intent to cease storage and terminate any ongoing fees. District and Contractor

agree to comply with all applicable privacy laws with respect to the Publication. District and Contractor further agree that the California Consumer Privacy Act, Cal. Civil Code § 1798.100, *et seq.* (CCPA) does not apply to the Publication because Contractor is providing a service to support the Publication on behalf of a school, and schools are not subject to the CCPA because they are not “organized or operated for the profit or financial benefit of its shareholders or other owners.”

Yearbook Services Contract

THIS AGREEMENT (the "Agreement") is entered into this 16 day of December, 2025, by and between the Board of Education of Barrington CUSD 220, Lake, Cook, McHenry, Kane Counties, Illinois ("District") [NOTE THAT IF A PARTICIPATING AGENCY AWARDS A CONTRACT IT MAY UTILIZE THIS FORM IN SUBSTANTIALLY THIS FORM], and Josten's Inc. ("Contractor") (collectively referred hereto as "Parties").

WITNESSETH

WHEREAS, District has requested public bids for the provision of Yearbook services ("Services"); and

WHEREAS, Contractor has submitted a bid for provision of Services; and

WHEREAS, District has awarded the bid to Contractor to provide Yearbook services in accordance with the bid specifications package.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Duration of Contract. Contract for three (3) school years, 2026-2027, 2027-2028, and 2028-2029, beginning on July 1, 2026 and ending on June 30, 2029. The District, at its sole discretion, may elect up to two (2) additional school year extensions for a maximum of (5) school years.

1. **Contract Documents.** The documents comprising the entirety of this Agreement are all of the bid documents contained in the Barrington CUSD 220 Yearbook bid, Exhibit 1 to this Agreement and incorporated into this Agreement (the "Bid Documents"). and Exhibit 2 incorporated into this Agreement ("Yearbook Terms").
2. **Document Supremacy.** In the event any term or provision of in the Agreement or the Bid Documents conflicts with a term or provision of another, the District shall determine in its sole discretion which term applies
3. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Documents. Payments shall be made to the Contractor in accordance with the Illinois Local Government Prompt Payment Act.
4. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.
5. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties unless reduced to writing

and duly authorized and signed by each of them.

6. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
7. **Survival.** Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination.
8. **Drafting of Agreement.** In the event of an ambiguity or a question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
9. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in the County where the District's administrative office is located, or the federal district court for the Northern District of Illinois.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above.

Contractor: Jostens, Inc.
7760 France Ave. S., Ste 400
Minneapolis, MN 55435

Tammy Whitaker

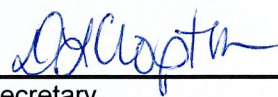
Its:

GM/SVP Yearbook

Board of Education of Barrington CUSD 220,
Lake, Cook, McHenry, Kane Counties,
Illinois [OR PARTICIPATING SCHOOL
DISTRICT]



President



Secretary