

ORDER FORM

QUOTE # Q-390655
DATE 3/26/2024
EXPIRATION DATE 8/30/2024



Bill To

Yonkers City School District (NY)
1 Larkin Ctr
Yonkers, New York 10701
United States

Ship To

ELAN KHEYMAN
Yonkers City School District (NY)
1 Larkin Ctr
Yonkers, New York 10701-7044
United States
(914) 376-4773
ekheyman@yonkerspublicschools.org

GoGuardian

Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for Edulastic), and <https://tutorme.com/policies/eula> (for TutorMe) (the "**Terms**") and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
11,500	GG-TCR1Y-010000	GoGuardian Teacher with Video Conferencing	8/1/2024	7/31/2025	\$5.06	\$58,190.00
18,300	GG-ENT11Y-010000	Pear Assessment Enterprise student licenses Unlimited teacher and administrator licenses Technical support by phone, chat and email	8/1/2024	7/31/2025	\$2.34	\$42,822.00
18,300	GG-EVQ1Y-010000	Access Pear Assessment Video Quiz and AI suite	8/1/2024	7/31/2025	\$0.43	\$7,869.00
TOTAL (USD):						\$108,881.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

ORDER FORM

QUOTE # Q-390655
DATE 3/26/2024
EXPIRATION DATE 8/30/2024



RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a **“Renewal Term,”** and together with the Initial Term, the **“Term”**) at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term (**“Innovation Increase”**). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature: _____

Name: _____

Title: _____

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests for delayed invoicing, etc.): _____