



Customer Agreement

Newsela
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New York, NY 10018
United States of America

Customer Agreement No.
PRO Team Sales Rep:

00039805
Andrew Guth
(855) 711-0118
andrew.guth@newsela.com
June 4, 2018

Offer Date:

To James B Davidson Middle School
280 Woodland Ave
San Rafael CA 94901-5097
United States

Billing Information

Billing Terms: Net 30 Days
Only fill out if you are not the Billing Contact:
Billing Contact:
Billing Contact Title:
Billing Phone:
Billing Email:

Term: 365 Days
Target Start Date: August 20, 2018
Target End Date: August 19, 2019

Services/Products (additional detail in Appendix A):

Product	Contract Grand Total
Newsela PRO License	\$10,000.00

The subscription for the Services/Products shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Year"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the "Execution Date"). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Following the Subscription End Date, this Customer Agreement will automatically renew for the Services/Products licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Year, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the

convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Number:

PO Amount: \$

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature: <i>Bob Marucci</i> <small>DocuSigned by: 6895951DBF6144D...</small>	Date of Signature: 6/4/2018
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Comment:

Newsela PRO School License includes:

- Unlimited teacher-student relationships across the school
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- 24/7 access to on-demand professional learning
- Click-to-chat and click-to-call support at support.newsela.com
- School Binder access for select colleagues in the school

Appendix A

Qty	School	Product
1	James B Davidson Middle School	Newsela PRO School License