

Quote #: Q-03904
Date: April 04, 2017
Expires On: 2017-06-30

IO Education Finance

Accounts Receivable
1380 Peachtree Industrial Blvd, Suite 200
Suwanee, GA 30024
Phone: (866) 817-0726 Fax: (229) 389-2705
info@ioeducation.com

Customer

Tandy Taylor
Cypress Elementary School District
9470 MOODY ST
CYPRESS, CA 90630
ttaylor@cypsd.org

PRODUCT NAME	UNIT PRICE	NET PRICE	QTY	EXTENDED
IO Assessment: Annual License	\$4.00	\$3.61	4,088	\$14,757.68
Assessment K-2 Item Bank	\$1.25	\$0.00	1,645	\$0.00
IO Assessment: Measured Progress Item Bank	\$3.00	\$3.00	2,349	\$7,047.00
			TOTAL:	\$21,804.68

PAYMENT TERMS Net 30

Terms & Conditions

This order is entered into pursuant to that certain IO Education Master Services Agreement as dated by and between IO Education, LLC and the Client listed above (the "MSA"). The products and services described above are provided pursuant to the terms of the Agreement (as defined in the MSA), which includes, without limitation, the General Terms, and subsequent Terms of Service currently available at <https://ioeducation.com/terms-of-use/>.

Signature:	Effective Date:
Name (Print):	Title:

THANK YOU FOR YOUR BUSINESS!

This IO Education Master Services Agreement ("MSA") is entered into as of the Effective Date set forth below between IO Education LLC, a Delaware limited liability company ("IO"), with offices at 1380 Peachtree Industrial Blvd., Suite 200, Suwanee, GA 30024 ("IO"), and the following client ("Client"):

Client Name Cypress Elementary School District	Effective Date April 04, 2017	IO Account Manager Janel Gunn-Hamner
Client Address 9470 Moody St Cypress, CA 90630	Client Representative Name Tandy Taylor Telephone: (714) 220-6929 Email: ttaylor@cypsd.org	

This Agreement states the terms and conditions by which IO will make the products or services identified in Client's Order(s) (each specific product or service, a "Service") available to Client for the Services Term set out in the applicable Order, solely for use with respect to schools within Client's district or similar organization (or with respect to Client, if Client is itself a school). References to this "Agreement" includes: (i) this MSA, which incorporated by reference those General Terms in effect as of the Effective Date, set forth at <https://ioeducation.com/terms-of-use/>, or such other URL as specified by IO from time to time; (ii) each Client order signed on behalf of Client (either electronically or manually) (each, an "Order"); (iii) the Terms of Service applicable to the particular Services ordered by Client and in effect as of the date of such Order, set forth at <https://ioeducation.com/terms-of-service/>, or such other URL as specified by IO from time to time (the "Terms of Service"), (iv) IO's privacy policy in effect as of the Effective Date, set forth at <https://ioeducation.com/privacy-policy/>, or such other URL as specified by IO from time to time (the "Privacy Policy"); and (v) any addenda or other amendment to this MSA that may be executed by the parties (either electronically or manually) (each, an "Addendum"), all of which are incorporated by this reference herein.

This Agreement constitutes the entire understanding between Client and IO and is the final and entire expression of their agreement. This Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Client modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of IO to separately object to such terms, provisions, or conditions. Each of the Privacy Policy, each Order and the related Terms of Service includes terms that are in addition to, and not in lieu of, the terms in this MSA. In the event of any conflict between or terms of documents relating to a Service, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) any Addendum, (ii) the applicable Order; (iii) the applicable Terms of Service; (iv) the Privacy Policy; and (v) this MSA.

This MSA and any Orders may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS MSA AND ALL INCORPORATED DOCUMENTS LISTED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CLIENT REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

CLIENT: Cypress Elementary School District

IO: IO EDUCATION LLC

By:

By:

Print name: **Tandy Taylor**

Print name:

Title: **Director**

Title:

Date:

Date: