

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-304700-1
Created Date: 7/11/2019 10:16 AM

Prepared By: Peter Dougherty
Email: pdougherty@lexialearning.com

Quote To:
Jenith Mishne
Newport Mesa Unified Sch Dist
Attn: Accounts Payable
2985 Bear St Bldg A
Costa Mesa, CA 92626 US

Bill To:
Kurt Suhr
Newport Mesa Unified Sch Dist
Attn: Accounts Payable
2985 Bear St Bldg A
Costa Mesa, CA 92626 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
10/1/2019	9/30/2020	4,500	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$30.00	\$135,000.00

Total Price \$135,000.00

Pro-forma invoice for Lexia Products that expire on 9/30/2019.

Fax or email Purchase Orders with quote number Q-304700-1 to the following:

Attn: Peter Dougherty
Email: pdougherty@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.