

CONTRACT BETWEEN LEARNZILLION, INC. AND NEWPORT-MESA UNIFIED SCHOOL DISTRICT

This agreement (this "Agreement") is entered into on June 26, 2018 (the "Effective Date") between Newport-Mesa Unified School District (hereinafter called the "Customer"), having an office at 2985 Bear St, Costa Mesa, CA 92626 and LearnZillion, Inc. (hereinafter called "Vendor"), having an office at 4001 Brandywine St. NW, Suite 500, Washington, DC 20016.

BY SUBMITTING A PURCHASE ORDER TO VENDOR, CUSTOMER AGREES THAT SUCH PURCHASE ORDER WILL BE SUBJECT TO THESE TERMS AND CONDITIONS, AND BY ACCEPTING A PURCHASE ORDER VENDOR SHALL NOT BE BOUND TO ANY TERMS OR CONDITIONS THAT CONFLICT WITH OR PURPORT TO SUPPLEMENT THIS AGREEMENT.

IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT S/HE HAS THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE "CUSTOMER" SHALL MEAN SUCH ENTITY. THIS AGREEMENT REPLACES THE STANDARD LEARNZILLION "CLICK THROUGH" LICENSE ON THE LEARNZILLION WEBSITE.

1. DEFINITIONS

1.1 "Authorized User" means any teacher or other employee of Customer who is authorized or otherwise designated or permitted by Customer to access and use the Services pursuant to this Agreement.

1.2 "Confidential Information" means any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature. However, Confidential Information does not include any information that: (a) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (b) is independently developed by the Recipient; (c) is acquired by the Recipient from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Recipient.

1.3 "Customer Content" means any content or data transmitted by Customer or Authorized Users to Vendor in relation to Customer's and Authorized Users' use of the Services.

1.4 "Customer Interface" means the web-based interface hosted by Vendor by which Customer and Authorized Users may access the Services.

1.5 "Discloser" means a party that discloses any of its Confidential Information to the other party.

1.6 "Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Vendor for similarly situated customers of the Services. Vendor shall not be obligated to provide Customer any new features or functionality for which Vendor generally charges a separate fee.

1.7 "IP Rights" means all rights of a person or business entity in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefore and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether

patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask works registrations, applications, moral rights, patents, trademarks, trade secrets, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise; and (iv) any other similar or equivalent proprietary rights anywhere in the world.

1.8 "Pricing Sheet" means the initial description of the products, support and training that Customer has agreed to purchase, which is set forth as Exhibit A, or any subsequent pricing sheet agreed upon by the parties.

1.9 "Recipient" means a party that receives any Confidential Information of the other party.

1.10 "Services" means the services identified in a Pricing Sheet, including the provision of any Software via the internet.

1.11 "Software" means the software applications identified in a Pricing Sheet and any Enhancements thereto made available to Customer and Authorized Users from time to time.

1.12 "Support" means the maintenance, support and/or training services, if any, specified in a Pricing Sheet.

1.13 "Term" means the period of time specified in a Pricing Sheet.

1.14 "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity, including reselling of any aspect of the Services or Vendor Technology that is not expressly authorized under this Agreement or otherwise in writing by Vendor.

1.15 "User Identification" means the unique user identification name and password issued to each Authorized User for access to and use of the Services through the Customer Interface.

1.16 "Vendor Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, online documentation, products or other technology and materials of any kind, or any Enhancement thereto, used by Vendor in connection with the performance of the Services or the Support or made available by Vendor to Customer, any Authorized User or any third party.

2. SERVICES

2.1 General. Subject to the terms and conditions of this Agreement, Vendor will make the Services available to Customer and Authorized Users during the Term. Vendor may delegate the performance of portions of the Services to third parties, but Vendor will remain responsible for the delivery of the Services. Vendor will provide access to the Customer Interface pursuant to password protected user accounts. Vendor reserves the right to periodically change issued passwords. Vendor may modify, enhance or otherwise change the Software and/or Customer Interface from time to time, so long as substantially the same features remain available in some form.

2.2 Restrictions on Use of Services; Suspension. Customer agrees not to engage in any of the following: (a) attempting to interfere with or compromise the security of the Services; (b) taking any action that imposes an unreasonably large load on our infrastructure; (c) uploading invalid data,

viruses, worms, or other software agents through the Services; (d) impersonating another person or otherwise misrepresenting Customer's affiliation; (e) interfering with the proper working of the Services; or (e) bypassing the measures that Vendor uses to restrict access to the Services. In the event Customer violates any of the terms set forth in this Section, or fails to pay any amount under this Agreement when due, in addition to any other remedies, Vendor will have the right to suspend Customer's and Authorized Users' use and access to the Services.

2.3 Support. Subject to the terms and conditions of this Agreement, Vendor will provide the Support. Vendor may delegate the performance of certain portions of the Support to third parties, provided Vendor remains responsible to Customer for the delivery of the Support.

3. LICENSE; RESTRICTIONS ON USE

3.1 License to Customer. Subject to the restrictions and limitations set forth in this Section and elsewhere in this Agreement, Vendor hereby grants to Customer a nonexclusive, nontransferable, limited license, during the Term, to enable Authorized Users to access and use the Services through the Customer Interface subject and according to the terms of this Agreement solely for the Authorized Users' internal use in the regular course of Customer's operations.

3.2 General Restrictions and Limitations. Section 3.1 sets forth the entirety of Customer's right to access and use the Services and to make the Services available to Authorized Users. The License does not include the right to, and Customer will not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services or Vendor Technology; (b) modify or create any derivative work based upon the Services or Vendor Technology; (c) engage in, permit or suffer to continue any copying or distribution of the Services or Vendor Technology; (d) grant any sublicense or other rights to the Services or Vendor Technology; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Services or Vendor Technology; (f) remove, obscure or alter any IP Rights notice related to the Software, the Services or the Vendor Technology; or (g) engage in, permit or suffer to continue any Unauthorized Use by any person or entity within Customer's control. Customer is responsible for all access to and use of the Services by Customer or Authorized Users', or otherwise through Customer's facilities.

3.3 License to Vendor. Subject to the terms and conditions of this Agreement, Customer hereby grants Vendor a worldwide, non-exclusive, royalty-free license during the Term to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Customer Content in order to provide the Services.

4. ACCESS TO SERVICES

4.1 Equipment, Services and Facilities. Customer is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to enable Authorized Users' access and use of the Services through the Customer Interface.

4.2 Password. Customer will issue a User Identification to enable each Authorized User to access and use the Services through the Customer Interface. Customer is solely responsible for tracking the User Identifications to specific Authorized Users and for ensuring the security and confidentiality of all

User Identifications. Customer acknowledges that it is fully responsible for all use of any User Identification. Customer will immediately notify Vendor of any unauthorized use of any User Identification or any other breach of security known to it.

4.3 System Maintenance. Vendor may from time to time limit Customer's and Authorized Users' access to and use of the Services in order to perform repairs or make modifications.

4.4 Security. Vendor has implemented commercially reasonable technical and organizational measures designed to secure Customer Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, Vendor cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Customer Content for improper purposes. Customer acknowledges that all Customer Content is provided at Customer's and Authorized Users' own risk. Vendor shall promptly notify Customer of any data security breach affecting Customer, and shall fully comply with all applicable data security and data breach notification laws.

4.5 Right to Monitor. Vendor will have the right (but not the obligation) to review and monitor all use of the Services to improve the services and to enforce the terms of this Agreement.

5. PAYMENT.

5.1 Fees. Customer will pay to Vendor the amounts specified for the services identified in a Pricing Sheet. Vendor will invoice Customer for all fees due and payable, and Customer shall pay all amounts invoiced within 30 days after receiving such invoice.

5.2 Interest. Any amount not paid when due will bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less and Customer will be liable for Vendor's costs of collection (including any attorneys' fees and court costs).

5.3 Taxes. Fees do not include any taxes measured by amounts payable to Vendor by Customer (excluding taxes based on Vendor's net income). Customer will pay taxes invoiced by Vendor or furnish Vendor with evidence of an exemption therefrom.

6. PROPRIETARY RIGHTS & CONFIDENTIALITY.

6.1 Customer Content. Subject to the license granted hereunder, as between Customer and Vendor, Customer shall retain all IP Rights in the Customer Content. Vendor is only acting as a passive conduit for the online distribution and publication of the Customer Content. Vendor will not review, share, distribute, or reference any such Customer Content except as in accordance with the Privacy Policy, as authorized by Customer through the Services or as may be required by law. Users may not post Customer Content that: (a) creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person; (b) creates a risk of any other loss or damage to any person or property; (b) constitutes or contributes to a crime or tort; (c) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (d) contains any information or content that is illegal; (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (f) is not

correct and current. Customer represents that the Customer Content does not and will not violate third-party rights of any kind, including any IP Rights, rights of publicity and privacy. Any loss or damage of any kind that results from Customer Content that a User sends, uploads, downloads, streams, posts, transmits, displays or otherwise makes available or accesses through Customer's or Authorized Users' use of the Services, is solely Customer's responsibility.

6.2 Vendor Technology. Except as expressly set forth herein, Customer does not obtain any rights to the Services, the Software or the Vendor Technology, and no IP Rights associated therewith are transferred to Customer, any Authorized User or any third party.

6.3 Third-Party Software. Any third-party software or licensed services included in the Services is subject to the terms and conditions of any end user license agreement accompanying such software or service and/or posted on Vendor's website.

6.4 Protection of IP Rights. Customer will not infringe or violate Vendor's IP Rights. Without limiting the generality of the foregoing, Customer will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the Services, the Software or the Vendor Technology available to any third party without the prior written consent of Vendor; and (c) otherwise use reasonable efforts to prevent any Unauthorized Use. Customer will immediately notify Vendor of any Unauthorized Use that comes to its attention and cooperate with Vendor to investigate and prevent the same. In the event of any Unauthorized Use relating to Customer's activities, any Authorized User or any of Customer's representatives, Customer will take all steps reasonably necessary to terminate such Unauthorized Use.

6.5 Confidential Information. Each party reserves any and all right, title and interest (including any IP Rights) that it may have in or to any Confidential Information that it may disclose to the other party. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that such Confidential Information is designated as confidential or the Recipient otherwise knows or has reason to know it is Confidential Information. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; or (b) any use or disclosure required by applicable law, provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to injunctive and other equitable relief to enforce such obligations. The obligations of confidentiality shall survive expiration or termination of this Agreement.

6.6 Privacy Policy. Vendor's use of student and school information is subject to Vendor's privacy policy, as updated from time to time, which can be found here: <https://learnzillion.com/privacy>.

7. TERM & TERMINATION.

7.1 Contract Term. This Agreement is effective as of the Effective Date and shall continue until terminated by 30 days' notice by either party; provided, however, that such termination shall not be effective until the term of all Pricing Sheets have expired or terminated.

7.2 Early Termination by Vendor. A Pricing Sheet may be terminated by Vendor prior to its expiration: (a) if Customer defaults in the timely payment of any amounts due Vendor and fails to cure within 10 days of receipt of written notice; (b) immediately if Customer breaches any provisions of Section 2 or (c) in the event of a material breach by Customer of any other provision of this Agreement and Customer fails to correct such breach within 30 days of written notice.

7.3 Early Termination by Customer. This agreement and any Pricing Sheets may be terminated by Customer prior to the expiration of the Term in the event of a material breach by Vendor of any provision of this Agreement that Vendor fails to correct within 30 days of written notice.

7.4 Effect of Expiration or Termination; Survival. Upon expiration or termination of a Pricing Sheet the license rights granted to Customer with respect to the Services, the Software and the Vendor Technology pursuant to that Pricing Sheet also terminate. On termination of this Agreement Vendor will return to Customer or delete the Confidential Information of Customer in its possession or control. Sections 6 through 12, shall survive the expiration or earlier termination of this Agreement.

8. CUSTOMER REPRESENTATIONS.

Customer hereby represents, warrants and covenants that: (a) Customer has the authority to enter into and perform this Agreement; (b) Customer's entering into this Agreement, and performance of its obligations and exercise of its rights under this Agreement, do not and will not violate any agreement to which it is bound or any applicable governmental laws, regulations or orders; (c) Customer has complied with its internal policies and procedures, as well as all governmental laws, regulations and orders, in connection with the procurement associated with this Agreement; and, (d) Customer has provided Vendor with a list of all laws, regulations, orders, certifications and warranties required or deemed to be incorporated into this Agreement (if any).

9. DISCLAIMER OF WARRANTIES.

9.1 THE SERVICES, THE SOFTWARE, THE SUPPORT, THE VENDOR TECHNOLOGY AND ALL OTHER ITEMS PROVIDED IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE SERVICES, THE SOFTWARE, THE SUPPORT, THE VENDOR TECHNOLOGY OR ANY OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF VENDOR (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

9.2 WITHOUT LIMITING THE FOREGOING, NEITHER VENDOR NOR ITS LICENSORS WARRANT THAT CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES OR SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT CUSTOMER'S OWN RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

10. INDEMNIFICATION.

10.1 Indemnity by Customer. Customer agrees to defend, indemnify and hold harmless Vendor and its employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees) arising out of or related to: (i) Customer's and Authorized Users' use of and access to the Service, including any Customer Content, data or work transmitted or received by Customer or Authorized Users; (ii) Customer's or an Authorized User's violation of any term of this Agreement; (iii) Customer's or an Authorized User's violation of any third-party right, including any right of privacy, publicity rights or IP Rights; (iv) Customer's or an Authorized User's violation of any governmental law, rule or regulation; (v) any claim or damages that arise as a result of any Customer Content; or (vi) any other party's access and use of the Service with provided User Identification.

10.2 IP Rights Indemnity. Vendor will indemnify Customer against claims that the Software infringes a U.S. copyright. If any claim is made or is likely to be made regarding IP Rights in the Software, Vendor may choose to obtain for Customer the right to continue using the Software, replace or modify the Software, or terminate this Agreement with a pro-rata refund to Customer of the fees paid for the unused term of any current Pricing Sheet. THIS STATES VENDOR'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

11. LIMITATIONS OF LIABILITY.

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENDOR, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR THE SUPPORT. UNDER NO CIRCUMSTANCES WILL VENDOR BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S OR AUTHORIZED USERS' ACCESS TO AND USE OF THE SERVICES OR SUPPORT; (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (D) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT

POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (E) CUSTOMER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL VENDOR, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE FEES CUSTOMER PAID TO VENDOR HEREUNDER.

11.3 THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. MISCELLANEOUS

12.1 Assignment. Customer may not delegate, assign or transfer this Agreement or any of its rights and obligations under this Agreement and any attempt to do so shall be void.

12.2 Notices. Notices to the parties shall be in writing and shall be sent to the addresses stated on the applicable Pricing Sheet, or such new address as a party specifies to the other in writing.

12.3 Independent Contractor. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another.

12.4 Force Majeure. Vendor shall have no liability to Customer, Authorized Users or third parties for any failure or delay due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network that are beyond its reasonable control.

12.5 Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the District of Columbia, without reference to its choice of law principles.

12.6 Entire Agreement. This Agreement and the Pricing Sheets are the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the parties. Any waiver by either party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

(Signature Page Follows)

The parties have executed this Agreement to be effective as of the Effective Date.

LearnZillion, Inc.

By _____

Name: _____

Title: _____

Newport-Mesa Unified School District

By _____

Name: _____

Title: _____

**Exhibit A
Pricing Sheet**

CUSTOMER John Drake
CONTACT: 2985 Bear St, Costa Mesa,
CA 92626

VENDOR: LearnZillion, Inc.
4001 Brandywine St. NW
Suite 500
Washington, DC 20015

BILLING Suzanne Sense
CONTACT: ssense@nmusd.us
Same Address as Above

DESCRIPTION	Year 1	Year 2	Year 3
LearnZillion Illustrative Mathematics 6-8 and platform site licenses (<i>Up to 5,100 students; \$7.50 per student</i>)	\$38,250	\$38,250	\$38,250
Platform Implementation Fee	\$2,500	-	-
Professional Development <ul style="list-style-type: none"> • July 26-27 - \$8,000 (up to 30 participants; 30+ participants require additional facilitator fee of \$2,000/day for each additional cohort of 30) • August 28 and 30 - \$9,000 (up to 30 participants; 30+ participants require additional facilitator fee of \$2,000/day for each additional cohort of 30) 	\$17,000	-	-
Subtotal	\$57,750	\$38,250	\$38,250
Sales Tax	(**)	(**)	(**)
TOTAL	\$57,750	\$38,250	\$38,250

Pricing Sheet effective date and Payment Schedule:

Effective date for the work per this Pricing Sheet will be is June 26, 2018:

1. Year 1 will be a 12-month term beginning June 26, 2018 and ending June 30, 2019
2. Year 2 will be a 12-month term beginning June 30, 2019 and ending June 30, 2020
3. Year 3 will be a 12-month term beginning June 30, 2020 and ending June 30, 2021

Payments will be billed according to the following schedule:

1. \$57,750 billed on July 15, 2018 and due on August 1, 2018.
2. \$38,250 billed on July 15, 2019 and due on August 1, 2019.
3. \$38,250 billed on July 15, 2020 and due on August 1, 2020.

LearnZillion, Inc.

By _____

Name: _____

Title: _____

Newport-Mesa Unified School District

By _____

Name: _____

Title: _____

- (*) At the completion of the initial term listed in this Pricing Sheet, the services will automatically renew each year thereafter for a term of twelve month unless the Customer provides to the Customer at least thirty days' notice of intent to cancel. Fees above for periods beyond the initial service period will be subject to an annual increase of the Consumer Price Index - Urban Consumers plus 2%.
- (**) A current copy of Purchaser's tax exemption certificate must be furnished upon execution of the Initial Pricing Sheet.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LearnZillion, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 4001 Brandywine St. Suite 500	Requester's name and address (optional)	
	6 City, state, and ZIP code Washington, DC 20016		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
4	5	-	2	0	4	8	4	4	4

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/11/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.