

# ORDER FORM

QUOTE # Q-338996  
DATE 12/5/2023  
EXPIRATION DATE 12/22/2023



## Bill To

Township of Union School District (NJ)  
2369 Morris Ave  
Union, New Jersey 07083  
United States

## Ship To

Isabella Scocozza  
Township of Union School District (NJ)  
2369 Morris Ave  
Union, New Jersey 07083-5703  
United States  
9088516553  
iscocozza@twpunionschools.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
1	GG-SUF1Y-000001	TutorMe Set-Up Fee			\$2,500.00	\$2,500.00
5,653	GG-TMS1Y-003000	Tutoring licenses granted per student	1/1/2024	8/31/2024	\$27.00	\$152,631.00
<b>TOTAL (USD):</b>						<b>\$155,131.00</b>

**Equity Subscription.** School shall provide TutorMe an accurate count of its total User population and purchase a Tutoring license for each individual in such population that will access the Services during the Term. The number of Tutoring licenses issued to School and the pricing for such licenses is calculated based on the size of School's total User population as expressly provided by School. Any and all unused Tutoring licenses, including any unused Tutoring hours available under each license, remaining upon the end date shown on the Order Form ("**End Date**"), or in the event this Agreement is terminated by School for any reason prior to the end of Term or any Renewal Term, are non-refundable, non-transferable, and shall be forfeited.

**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**."

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**RENEWAL SUBSCRIPTION TERMS**

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.

<b>Signature:</b>	_____	<b>Signature:</b>	_____
<b>Name:</b>	_____		
<b>Title:</b>	_____		
<b>Email:</b>	_____		
<b>Accounts Payable Name:</b>	_____		
<b>Accounts Payable Email:</b>	_____		
<b>PO Number (Optional):</b>	_____		
<b>Additional Notes (requests for delayed invoicing, etc.):</b>	_____		