

ORDER FORM



QUOTE # Q-386382
DATE 10/31/2024
EXPIRATION DATE 12/30/2024

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

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue Suite 100
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex 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**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), 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> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (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
5,705	GG-TMS1Y-003000	Tutoring licenses granted per student	1/1/2025	6/30/2025	\$20.93	\$119,405.65
TOTAL (USD):						\$119,405.65

Equity Subscription. For Pear Deck Tutor, School shall provide Liminex 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 Liminex 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**."

AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

RENEWAL SUBSCRIPTION TERM

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.

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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 Liminex 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 School 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.

By Organization:

By GoGuardian:

Organization Name:

Company Name:

Liminex, Inc. dba GoGuardian

Signature:

Signature:  Adi Addvensky (Oct 31, 2024 10:09 EDT)

Name:

Name: Adi Addvensky

Title:

Title: Enterprise Account Manager

Email:

Email: aaddvensky@goguardian.com

Scanned Copy of Purchase Order :

Purchase Order Number :

Accounts Payable Contact :

Add a Note :

First:

Last:

Email: