

Order Form

Billing Information:

Billing Frequency: Upfront in full

Payment Terms: Net 60

Billing Schedule: Upon Contract Signature

Order Form No. Q-158964
Newsela Sales Rep: Patrick Gaffney
Contact Email: patrick.gaffney@newsela.com
Offer Date: April 2, 2025
Expiration Date:

To:
Jacob Hubert
Harlem Unified School District 122
8605 N 2Nd St
Machesney Park, IL 61115-2001

| Qty | Products/Services | Line Total |
|----------------|-------------------|-------------|
| 1 | Newsela | \$24,208.00 |
| Contract Total | | \$24,208.00 |

*See table above or Appendix for Product/Services details and License Dates.

This Order Form, the Terms of Service [available here](#), and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, will apply during both the early access term ("Early Access Term") and the term ("Term") as defined below, and are entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Early Access Term: During the Early Access Term from 4/2/25 to 6/30/25 Newsela will not provide student rostering services.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-158964" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

2. Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:

Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate. _____

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-158964) to salestax@newsela.com.

3. Is your organization exempt from sales tax?

Please enter **Yes** or **No**:

Authorized Signature:

Date of Signature:

Appendix

Products Breakdown

| Qty | Sites | Product Code | Product Names | License Dates |
|-------|-------|--------------|---------------------------|---------------------|
| 3,000 | 2 | ATG207 | Balanced Assessment Suite | 07/01/25 - 06/30/26 |

Services Breakdown

| Qty | Product Code | Services | License Dates |
|-----|--------------|--------------------------------------|---------------------|
| 1 | ATG208 | Consultative Implementation Services | 07/01/25 - 06/30/26 |

Product/Service Breakdown Per School

| Line# | Schools | Products/Services | License Dates |
|-------|------------------------------------|--------------------------------------|---------------------|
| 1 | HARLEM HIGH SCHOOL | Balanced Assessment Suite | 07/01/25 - 06/30/26 |
| 2 | HARLEM MIDDLE SCHOOL | Balanced Assessment Suite | 07/01/25 - 06/30/26 |
| 3 | HARLEM UNIFIED SCHOOL DISTRICT 122 | Consultative Implementation Services | 07/01/25 - 06/30/26 |