

Customer Agreement

Customer Agreement No. Q-47833
Newsela Sales Rep: Kailey Mixer
Contact Email: kailey.mixer@newsela.com
Offer Date: May 25, 2021
Expiration Date: August 5, 2021

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

To:

David Russo
Lincolnwood School District 74
6950 N East Prairie Rd
Lincolnwood, IL 60712-2554

Qty	Products/Services	List Price
1	Newsela	\$9,600.00
Contract Grand Total		\$9,600.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

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 immediately to salestax@newsela.com.

The foregoing Terms of Use are amended by the following:
Sections 1.6, 16.1, 16.2, and 16.3 of the Terms of Use, and any other references to arbitration, are hereby deleted in their entirety. The parties agree that this Customer Agreement shall be subject to interpretation under Illinois law without regard to conflicts of laws principles, and that venue for any actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Newsela hereby submits to the jurisdiction of that court. This provision shall survive any changes or updates to the Terms of Use during the term of this Customer Agreement.

Purchase Order Information

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

- PO Required:
- PO Number:
- PO Amount:

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.

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.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
RUTLEDGE HALL ELEM SCHOOL	Newsela Essentials	08/06/21 - 08/05/22
LINCOLN HALL MIDDLE SCHOOL	Newsela Essentials	08/06/21 - 08/05/22
TODD HALL ELEM SCHOOL	Newsela Essentials	08/06/21 - 08/05/22