

Attn: Accounts Payable  
South Tex Edu Technologies, Inc.  
2402 E. Business 83, Suite 100  
Weslaco, TX 78596

Attention: Accounts Payable

Dear Sir or Madam:

Thank you for your partnership with Lexia Learning over the years. Our programs—Lexia Reading Core5<sup>®</sup>, Lexia RAPID Assessment<sup>™</sup> and Lexia Strategies<sup>™</sup>—help students of all abilities become proficient readers while providing educators with real time actionable data to differentiate instruction.

I am writing to inform you that your licenses are due to expire on 9/30/17. For budgeting and planning purposes, I have attached a pro-forma invoice for the renewal of your account. To renew, please fax a P.O. to the number on the invoice and/or send a check to the address listed. If you have end of year funds available, you have the option to renew early and we will automatically extend your subscription.

Would you be interested in discussing additional renewal options, such as changing your license period and/or adding licenses or training to improve your savings and maximize your investment?

We offer significant multi-year discounts, should you wish to purchase for more than one year. And we have additional licensing options if you want to expand the group of students using the program to target additional grades or even the whole school.

Please note, to maximize student impact we also offer a year-long Implementation Support Package, which includes:

- An Implementation Manager assigned to support your account
- Full day of on-site professional learning for your staff
- Additional web-based training throughout the year
- Data review meetings 3x per year with school or district leadership teams
- End-of-year maintenance, student scheduling, and best practice suggestions

If any of the above options are of interest to you, please let me know so we can explore further.

Thanks again for allowing us to support your educators and students.

Sincerely,

Daniel Rodriguez  
Account Manager  
978-405-6278  
drodriguez@lexialearning.com



**INVOICE**

**PLEASE INCLUDE INVOICE NUMBER ON PO**

Account Name South Tex Edu Technologies, Inc.  
Prepared By Daniel Rodriguez  
Email drodriguez@lexialearning.com  
Fax (978) 287-0062

Invoice Number **Q-00174157**  
Invoice Date 3/17/2017

**CUSTOMER**

End User Contact Tana Armitage  
Quote To South Tex Edu Technologies, Inc.  
2402 E. Business 83 Suite 100  
Weslaco, TX 78596

Primary Contact Attn: Accounts Payable  
Bill To South Tex Edu Technologies, Inc.  
2402 E. Business 83, Suite 100  
Weslaco, TX 78596

Start Date	End Date	Line Item Description	Quantity	Sales Price	Total Price
10/1/17	9/30/18	Lexia Reading Core5 Student Subscription (Grandfather Rate)	7	\$20.00	\$140.00
10/1/17	9/30/18	Lexia Reading Core5 Student Subscription Renewal	73	\$40.00	\$2,920.00

Comment: Pro-forma invoice for Lexia Core5 Products that expire on 2017-09-30

Total Price: \$3,060.00

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

**Term**

This invoice serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

**Order Process**

To submit an order, please fax this invoice along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

**Note: Each Purchase Order must include the correct Invoice Number provided on the applicable invoice, and should attach the invoice.**

**Acceptance**

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as modified by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

