



SALES ORDER

Literably, Inc. (“Literably”)

Literably, Inc.	
Contact Name	Mary Kate Lyons
Phone Number	(929) 274-3409
Email	marykate@literably.com
Email for POs	orders@literably.com
Address for Checks	Literably, Inc Dept Ch 17770 Palatine IL, 60055-7770

Mountain View Whisman School District Renewal 2022-2023 (“Customer”)

Customer Name	Mountain View Whisman School District Renewal 2022-2023
Contact Name	Swati Dagar
Phone Number	650-526-3500
Email	sdagar@mvwsd.org
Address	

Product Description	Type	Quantity	Sales Price	Total Cost
3 rounds, Grade 8, Fluency	Software	40	\$5.00	\$200.00
3 rounds, Grade 7, Fluency	Software	45	\$5.00	\$225.00
3 rounds, Grade 6, Fluency	Software	70	\$5.00	\$350.00
3 rounds, Grade 1, Fluency	Software	499	\$5.00	\$2,495.00
2 rounds, Grade K, Fluency	Software	507	\$5.00	\$2,535.00
3 rounds, Grade 3, Fluency	Software	517	\$5.00	\$2,585.00
3 rounds, Grade 5, Fluency	Software	519	\$5.00	\$2,595.00
3 rounds, Grade 4, Fluency	Software	543	\$5.00	\$2,715.00
3 rounds, Grade 2, Fluency	Software	552	\$5.00	\$2,760.00

Service Term: July 1, 2022 to June 30, 2023.

Total Pretax: \$16,460.00. **After Applicable Tax:** \$16,460.00.

This Sales Order is made by and between Literably, Inc. and Customer listed above as of the date of the last signature below. By entering into this Sales Order, the Customer represents and warrants that it has read and hereby agrees to be bound by the Literably Terms of Service available at <https://literably.com/terms>, which is hereby incorporated by reference. In the event of an actual conflict between this Sales Order and the Literably Terms of Service, the terms and conditions of this Sales Order shall govern, but only to the extent it expressly modifies a term of the Literably Terms of Service. All capitalized terms not defined in this Sales Order have the meaning given in the Literably Terms of Service.

The initial payment shall be due on the start date of the Service Term and each subsequent payment shall be due on the day following the end date of the Service Term. In the event that any payment is more than thirty (30) days late, Literably shall have the right to suspend Customer's access to the Service until all payments are made current. Customer shall pay for all costs incurred by Literably in connection with the collection of late payments.

The non-breaching party may terminate this Sales Order: (a) at any time with written notice to the other party in the event of a material breach of this Sales Order or Literably's Terms of Service by the other party, which remains uncured within five (5) days of receipt of written notice thereof; or (b) immediately upon receipt of written notice if the other party: (i) ceases to do business in the normal course; (ii) becomes or is declared insolvent or bankrupt; (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within thirty (30) calendar days; or (iv)



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makes an assignment for the benefit of creditors outside the ordinary course of business. If Literably terminates this Sales Order for Customer's breach as listed in this Sales Order or a breach of the Literably Terms of Service, Customer will be liable for all charges and expenses in relation to products and services ordered hereunder. If Customer terminates this Sales Order for Literably's material breach of this Sales Order, Customer shall be entitled to a pro rata refund of any prepaid fees applicable to the portion of the Services unused at the time of termination.

This Sales Order is effective as of the date of the last signature below and will remain in effect until the end of the Service Term unless earlier terminated in accordance with this Sales Order or the Terms of Service; *provided that*, if after the expiration or termination of this Sales Order the Customer makes payment of the fees under this Sales Order for the products purchased under this Sales Order and Literably accepts such payment, this Sales Order will be renewed as of the date Literably accepts payment for a period of time equal in length to the Service Term identified in this Sales Order. The foregoing renewal provision shall only apply to a renewal of all products under this Sales Order and not to any partial renewals.

This Sales Order may be amended only by a written instrument signed by the authorized representative of both parties. By accepting this Sales Order, you agree that you are an authorized representative of the Customer with the authority to bind the Customer to the terms herein and in the Literably Terms of Service.

This Sales Order and the Literably Terms of Service are the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties, written or oral, with respect to the same.

LITERABLY, INC.

By: *Mary Caitlin Lyons*

Name: Mary Caitlin Lyons

Title: CSM

Date: Apr 19, 2022

CUSTOMER

By:

Name: Cathy Baur

Title: Chief Academic Officer

Date: