

## ORDER FORM

QUOTE # Q-332596  
DATE 7/28/2023  
EXPIRATION DATE 8/27/2023



### Bill To

Spencer County Schools (KY)  
110 Reasor Ave  
Taylorsville, Kentucky 40071  
United States

### Ship To

Lori Riddle  
Spencer County Schools (KY)  
110 Reasor Ave  
Taylorsville, Kentucky 40071-8100  
United States  
5024773250  
lori.riddle@spencer.kyschools.us

### GoGuardian

LimineX, Inc. dba GoGuardian  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian 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**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), EduLastic (formally - Snapwiz, Inc. doing business as EduLastic, "**EduLastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), 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> (for LimineX), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for EduLastic), and <https://tutorme.com/policies/eula> (for TutorMe) (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
3,000	GG-TCR1Y-001500	GoGuardian Teacher with Video Conferencing	9/1/2023	8/31/2024	\$5.36	\$16,080.00
1	PDT1Y-000001	Product Training Services	9/1/2023	8/31/2024	\$500.00	\$500.00
1	IPO1Y-000001	Implementation Product Onboarding	9/1/2023	8/31/2024	\$500.00	\$500.00
1	IDD1Y-000001	Implementation Device Deployment	9/1/2023	8/31/2024	\$1,000.00	\$1,000.00
TOTAL (USD):						\$18,080.00

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 GoGuardian 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**."

## RENEWAL SUBSCRIPTION TERMS

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 GoGuardian 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 Organization 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.

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### Professional Development Addendum:

A "Professional Development Service" means an end-user training to be conducted by a member(s) of the GoGuardian Product Training Team, which may be broken down into multiple sessions ("Sessions"). The specific details, including the number of Sessions, the dates/times and what will be covered in the Sessions will be as discussed between you and a representative from the GoGuardian Product Training Team, and will be confirmed via a Zoom link to be sent out. The Professional Development Service is subject to the terms below and the terms set forth in the Order Form:

- Virtual Sessions must be booked at least seventy-two (72) hours in advance and in-person Sessions must be booked at least four (4) weeks in advance
  - Please contact your account representative to schedule a Session and you will receive a Zoom link indicating that your Session has been booked.
  - Sessions and any rescheduled Sessions are always subject to the availability of the GoGuardian Product Training Team
- If you need to cancel or reschedule a previously scheduled virtual Session, you must do so at least twenty-four (24) hours in advance.
  - If you cancel within the twenty-four (24) hour window, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- If you need to cancel or reschedule a previously scheduled in-person Session you must do so at least 5 days in advance.
  - If you cancel within the 5 day window, the Session will be deducted from your Professional Development Services and no refund will be provided for that training day.
- If you do not attend a scheduled Session and do not cancel at least twenty-four (24) hours in advance ("No-Show"), you will not be able to reschedule such Session, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- Any Professional Development services will be valid for 1 (one) year post purchase date.
  - Any remaining Sessions will be canceled after such date, and you will not be eligible to receive any refunds.

These terms enable the GoGuardian Product Training team to provide the highest quality training possible. By adhering to these guidelines, both parties are ensuring the best level of customer satisfaction.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

PO Number (Optional): \_\_\_\_\_

Additional Notes (requests  
for delayed invoicing, etc.): \_\_\_\_\_