

Order Form

Billing Information:

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

Order Form No. Q-180805
Newsela Contact: Elizabeth Cooper-Mullin
Contact Email: elizabeth.cooper-mullin@newsela.com
Offer Date: May 19, 2026
Expiration Date: June 30, 2026

To:

Bonita Bolin
Boone County Schools

8330 Us Highway 42
Florence, KY 41042-9286

Products

Sites	Product Code	Product Names
3	ATG145	Newsela ELA
3	ATG149	Newsela Social Studies
5	ATG215	Newsela STEM
1	ATG204	Newsela Writing

Contract Total **\$47,339.61**

Products Breakdown

Account	Product Code	Product Names	License Dates	Line Total
BALLYSHANNON MIDDLE SCHOOL	ATG145	Newsela ELA	07/01/26 - 06/30/27	\$5,344.20
BALLYSHANNON MIDDLE SCHOOL	ATG149	Newsela Social Studies	07/01/26 - 06/30/27	\$4,660.54
BALLYSHANNON MIDDLE SCHOOL	ATG215	Newsela STEM	07/01/26 - 06/30/27	\$3,706.83
CHARLES H KELLY ELEMENTARY SCHOOL	ATG145	Newsela ELA	07/01/26 - 06/30/27	\$2,514.84
CHARLES H KELLY ELEMENTARY SCHOOL	ATG149	Newsela Social Studies	07/01/26 - 06/30/27	\$1,896.33
CHARLES H KELLY ELEMENTARY SCHOOL	ATG215	Newsela STEM	07/01/26 - 06/30/27	\$1,289.25
COLLINS ELEMENTARY SCHOOL	ATG215	Newsela STEM	07/01/26 - 06/30/27	\$3,000.00
CONNER MIDDLE SCHOOL	ATG145	Newsela ELA	07/01/26 - 06/30/27	\$8,955.57
CONNER MIDDLE SCHOOL	ATG149	Newsela Social Studies	07/01/26 - 06/30/27	\$6,506.96
CONNER MIDDLE SCHOOL	ATG215	Newsela STEM	07/01/26 - 06/30/27	\$5,080.00
CONNER MIDDLE SCHOOL	ATG204	Newsela Writing	07/01/26 - 06/30/27	\$1,385.09
NEW HAVEN ELEMENTARY SCHOOL	ATG215	Newsela STEM	07/01/26 - 06/30/27	\$3,000.00

*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, is 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.

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-180805” 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-180805) to salestax@newsela.com.

3. Is your organization exempt from sales tax?

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

Authorized Signature:

Date of Signature:

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **Newsela, Inc.** (“Vendor”), and is intended to amend, modify, and supplement **Newsela Order Form No. Q-180805** (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties’ relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor’s information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties’ Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Availability of Funds. Notwithstanding any termination provisions contained in the Agreement, the District’s obligations under the Agreement are expressly contingent upon the availability and lawful appropriation of funds. In the event that sufficient funds are not appropriated, allocated, or otherwise made available to the District for the purpose of making payments under the Agreement, the District shall have the right to terminate the Agreement, in whole or in part, upon written notice to the Vendor. Such termination shall be effective as of the date specified in the notice and shall not constitute a breach of the Agreement. Upon termination for lack of funding, the District shall have no further obligation

to make payments for services not performed as of the effective date of termination, and no liability or obligation of any kind shall accrue or be incurred by the District beyond that date.

Section 5. Limitation on Indemnification. To the extent the Agreement contains any provisions obligating the District to indemnify, defend, or hold harmless the Vendor, such provision shall be effective only to the extent permitted by Kentucky law. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity or governmental immunity of the District, its Board, officers, employees, or agents.

Any indemnification obligation of the District is expressly limited by Section 177 of the Kentucky Constitution and all other applicable provisions of Kentucky law, including restrictions on the creation of debt and the expenditure of public funds. The District does not agree to indemnify or hold harmless any party for liabilities or obligations that exceed or are inconsistent with those legal limitations.

Section 6. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 7. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: 6/11/26

Printed Name: Mr. Jesse Parks

Title/Position: Board of Education Chair

NEWSELA, INC.

By: *Bryan Caplin*

Date: 05 / 20 / 2026

Printed Name: Bryan Caplin

Title/Position: Chief Revenue Officer