

# Order Form

**Billing Information:**

Billing Frequency: Upfront in full

Payment Terms: Net 30

Billing Schedule: Upon Contract Signature

**Order Form No.** Q-139442  
**Newsela Sales Rep:** Kendall Martin  
**Contact Email:** kendall.fultcher@newsela.com  
**Offer Date:** June 11, 2024  
**Expiration Date:** June 30, 2024

**To:**

Rachel Mahlke

Oakland Military Institute - High School

3877 Lusk St

Oakland, CA 94608-3822

Qty	Products/Services	List Price
1	Newsela	\$6,000.00
<b>Contract Total</b>		<b>\$6,000.00</b>

\*See table above or Appendix for Product/Services details and License Dates.

This Order Form and the Terms of Service [available here](#), 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

**Appendix**

**Products/Services Breakdown:**

<b>Qty</b>	<b>Sites</b>	<b>Product Code</b>	<b>Products/Services</b>	<b>License Dates</b>
500	1	ATG150	All Access PD Pass - School License	07/01/24 - 06/30/25
500	1	ATG145	Newsela ELA	07/01/24 - 06/30/25

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](mailto:billing@newsela.com) and including "Customer Agreement No. Q-139442" 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.

*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](mailto:salestax@newsela.com).*

#### **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:** *OMI Business Office*

**Bill-To Email:** *accounting@omiacademy.org*

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. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature: 	Date of Signature: <i>6/11/2024</i>
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