Newsela Service Agreement

This Service Agreement (including any Quotations issued in the form of Exhibit A and attached hereto, as amended and in effect from time to time, the "**Agreement**"), effective as of April 28, 2015 ("**Effective Date**"), is between Newsela, Inc., a Delaware corporation, with an address at 519 8th Avenue, 21FL, New York, NY 10018 ("**Newsela**"), and [San Leandro Unified School District], with an address at 14735 JUNIPER ST SAN LEANDRO, CA 94577 ("**School**" or "**you**"). Newsela and you agree as follows:

The "**Services**" consist of a learning platform that schools and/or school districts may subscribe to and provide to their teachers and students ("**Teachers**" and "**Students**"). The term Teacher also includes parents of students who sign up for the Services in order to provide their children with Student Accounts. "**User**" means any end user of the Service, including Administrators, Students, and Teachers. "**Account**" means a registered User account on the Services.

1. Use of the Services and Newsela Properties. Newsela shall provide you with an administrator account that enables a designated School employee ("**Administrator**") to manage the Services and manage Student and Teacher access to the Services. The Newsela website, available at https://newsela.com/, (the "**Website**"), the Services, and the information and content ("**Content**") made available by Newsela on the Website and in the Services are collectively referred to herein as the "**Newsela Properties**". Subject to the terms and conditions of this Agreement, Newsela shall use commercially reasonable efforts to make the Services available to you and your Users. Subject to the terms and conditions of this Agreement, Newsela grants you a limited license to reproduce portions of the Newsela Properties for the sole purpose of using the Services for your School's educational purposes in accordance with this Agreement and any applicable Quotation. For clarity, you may print or reproduce content on the Website solely for the School's use and for the personal use of your Students who already have a registered Account.

1.1 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: you shall not, directly or indirectly (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Newsela Properties; (b) use framing techniques to enclose any trademark or logo on the Newsela Properties; (c) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Newsela Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Website; (e) except as expressly stated herein (e.g. the right granted in Section 1 to reproduce content for Students who have an existing Account), copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Newsela Properties; or (f) remove or destroy any copyright notices or other proprietary markings contained on or in the Newsela Properties. Any future release, update or other addition to the Newsela Properties shall be subject to this Agreement. Newsela, its suppliers and service providers reserve all rights not granted in this Agreement. Any

unauthorized use of the Newsela Properties terminates the licenses granted by Newsela pursuant to this Agreement.

2. Registration. In order to access certain features of the Newsela Properties you must have an Account. To create an Account you must (1) provide any necessary information about you and/or your School when registering the Account ("**Registration Data**"), (2) accept the Newsela terms and conditions, available at https://newsela.com/pages/terms-of-use/ (the "**Terms**"), and (3) pay any fees, if applicable, associated with your applicable subscription. For clarity, if there are any conflicts between this Agreement and the Terms, this Agreement shall control, but only to the extent of such conflict. Using your Administrator Account, you may also create individual Student and Teacher Accounts by submitting the applicable details on the Service or otherwise to Newsela as permitted by Newsela in its sole discretion. The School will be responsible for any activities, including any violation of this Agreement or the Terms, that occur under any Accounts created using the School's Account.

2.1 Registration Data. In registering for the Services, you agree to (1) provide true, current, and complete Registration Data; and (2) maintain and promptly update the Registration Data to keep it true, current, and complete. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create an Account or use the Newsela Properties if you have been previously removed by Newsela, or if you have been previously banned from any of the Newsela Properties. By creating an Account and/or entering into this Agreement, you represent and warrant that: (a) you have full power and authority, and you have obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon you and enforceable in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which you are a party or by which you may be bound.

2.2 Additional Obligations. The School is solely responsible for ensuring that it is compliant with all laws and regulations related to disclosing to Newsela the personal information of the Students you invite to create Accounts. You must provide the necessary notice and obtain the appropriate consents from the parents of the Student as required to make such disclosure to Newsela and grant the following license. You grant to Newsela a nonexclusive, fully paid, royalty-free, worldwide, and fully sublicensable right and license to view, download, reproduce, modify, create derivative works of, distribute, and display information you submit about Students solely for the purposes of (a) providing the Service and (b) creating, using, and disclosing de-identified and/or aggregated information about Students. In the event that any User is no longer authorized to view or use any student records you must notify Newsela immediately of such change.

3. Responsibility for Content.

3.1 Types of Content. You acknowledge that all Content, including the Newsela Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Newsela, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise

make available ("**Make Available**") through the Newsela Properties ("**Your Content**"), and other Users of the Newsela Properties, and not Newsela, are similarly responsible for all Content they Make Available through the Newsela Properties ("**User Content**").

3.2 No Obligation to Pre-Screen Content. You acknowledge that Newsela has no obligation to pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to pre-screen, refuse, modify, or remove any Content for any reason whatsoever, including if any Content (1) violates any law or regulation, (2) violates this Agreement or the Terms, and/or (3) otherwise creates liability for Newsela.

3.3 Storage. Unless expressly agreed to by Newsela in writing elsewhere, Newsela has no obligation to store any of Your Content that you Make Available on the Newsela Properties. Newsela has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Newsela Properties. Newsela makes no representations, warranties, or guarantees regarding the security of any Content on the Services.

4. Payment. Certain features of the site require premium access ("**Premium Features**", a part of the Services).

4.1 Ordering Premium Features. You may place orders for the Premium Features by indicating such on a Quotation, following the directions on the Website or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page or any other documentation provided by Newsela to you. Newsela may change the pricing for the Services (from time to time in its sole discretion) by updating the Website and without any additional notice to you, provided that any changes will not take effect until your subscription renews.

4.2 Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. **You hereby authorize Newsela to bill your payment method as described above.** Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

5. Ownership.

5.1 Newsela Properties. Except with respect to Your Content, you agree that Newsela and its suppliers own all rights, title and interest in the Newsela Properties. Newsela's name and other related logos, service marks and trade names used on or in connection with the Newsela Properties are the trademarks of Newsela and may not be used without permission. Other trademarks, service

marks and trade names that may appear on or in the Newsela Properties are the property of their respective owners.

5.2 Your Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Newsela Properties. Newsela does not claim ownership of Your Content. However, you grant Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing the Newsela Properties to you and to our other Users. When you post or publish Your Content on or in the Newsela Properties, you represent and warrant that you have the authority to grant the aforementioned license to Newsela and that you have all necessary rights and licenses in and to Your Content.

5.3 User Code of Conduct. As a condition of use, you agree not to use the Newsela Properties for any purpose that is prohibited by this Agreement or by applicable law. Do not post, or permit others to post, content on the Newsela Properties or on your profile that (i) encourages illegal activities, is fraudulent, tortious, or is unlawful; (ii) insults, defames, harasses, or threatens others; (iii) violates the copyright or intellectual property or privacy rights of others; (iv) contains obscene material; (v) harms or impersonates others; or (vi) advertises or sells a product or service. Do not attempt or engage in, any potentially harmful acts that are directed against the Newsela Properties, including but not limited to violating or attempting to violate any security features of the Newsela Properties, introducing viruses, worms, or similar harmful code into the Newsela Properties, or interfering or attempting to interfere with use of the Newsela Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Newsela Properties.

5.4 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela, including without limitation through its suggestion or similar pages, ("**Feedback**") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

6. Interactions with Other Users; Third-Party Websites.

6.1 Other Users. You are solely responsible for your interactions with any other parties with whom you interact through the Services, including without limitation other Users. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. The Newsela Properties contains User Content provided by Users. Newsela is not responsible for and does not control User Content. Newsela has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content.

6.2 Third Party Website. The Newsela Properties may contain links to third-party websites ("**Third-Party Websites**"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third-party.

7. Indemnification. You agree to indemnify and hold Newsela, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "**Newsela Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Newsela Properties; (c) your breach of this Agreement; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. You agree that the provisions in this section will survive termination of this Agreement.

8. Disclaimer of Warranties. YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE NEWSELA PROPERTIES IS AT YOUR SOLE RISK, AND THE NEWSELA PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE NEWSELA PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE NEWSELA PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE NEWSELA PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE NEWSELA PROPERTIES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE NEWSELA PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

9. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEWSELA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE NEWSELA PROPERTIES, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT NEWSELA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE NEWSELA

PROPERTIES; (2) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (3) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON NEWSELA PROPERTIES; OR (4) ANY OTHER MATTER RELATED TO THE NEWSELA PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL NEWSELA PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY YOU TO NEWSELA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM. NEWSELA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSELA AND YOU.

10. Term and Termination. This Agreement commences on the Effective Date and remain in full force and effect for one (1) year thereafter, unless terminated earlier in accordance with the terms herein. This Agreement shall automatically renew for additional one (1) year periods thereafter, unless either party notifies the other party of its intention not to renew within thirty (30) days of the end of the then-current term. If you have materially breached any provision of this Agreement, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement ("**Suspension**"). Additionally, this Agreement may be earlier terminated by either party (a) upon thirty (30) days prior written notice, (b) if the other party materially breaches a provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of such breach from the non-breaching party, or (c) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. You agree that Newsela shall not be liable to you or any third-party for any Suspension or termination of your Account made in accordance with this Agreement. Termination or Suspension of any Service may include removal of access to such Service for you and/or your Users and barring of further use of the Service for you and/or your Users. Termination of all Services also may include deletion of your password and Your Content. Upon termination or Suspension of any Service, your right to use such Service will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of Your Content. Upon early termination of the Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a prorata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of this Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

11. General Provisions.

11.1 Release. You hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Website Users or third-party websites of any kind arising in connection with or as a result of this Agreement or your use of the Newsela Properties. If you are located or reside in California, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

11.2 Dispute Resolution; Arbitration. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Newsela Properties or this Agreement, shall exclusively be settled through binding and confidential arbitration.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in New York, New York. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in New York, New York in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 11.1(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with this Agreement, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 11.1(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York, New York.

(g) Any and all controversies, disputes, demands, counts, claims, or causes of action between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Newsela Properties or this Agreement, shall exclusively be governed by the internal laws of the State of New York, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

11.3 Miscellaneous. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Newsela's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Except as otherwise provided herein, all notices under this Agreement will be in writing and in English. Newsela will give notice to you using the email address you provide on a Quotation or through the Service. Such

notice will be deemed given upon Newsela's dispatch of the e-mail. You may give notice to Newsela at the following address: 519 8th Avenue 21FL, New York, NY 10018. Such notice shall be deemed given when received by Newsela by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement and the Terms, which are incorporated herein by reference to the extent that they do not conflict with the terms herein, are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile (e.g., .pdf or electronic signature) copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

Newsela	**[SAN LEANDRO UNIFIED]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 519 8th Avenue 21FL New York, NY 10018	Address: _____

Exhibit A – Quotation

NEWSELA

Customer Invoice

Newsela
519 8th Ave 21st Floor,
New York, NY, 10018
United States of America
proteam@newsela.com
855.711.0118

Invoice No. INV-877
Customer PO:
PRO Team Rep: Jacob Zachs
Date 04/29/2015
Payment Due 2015-05-29

TO SAN LEANDRO UNIFIED
14735 JUNIPER ST
SAN LEANDRO, CA 94577

Qty	Product Code	Description	Start Date	End Date	Unit Price	Line Total
1	District License	2015-2016 Newsela PRO multi-site package	07/01/2015	06/30/2016	$36,400.00	$36,400.00
1	District License	2014-2015 Newsela PRO multi-site package	04/28/2015	06/30/2015	$0.00	$0.00

Total $36,400.00

Reference: Joanne Clark -SAN LEANDRO UNIFIED

Comment:
*Unlimited student-teacher relationships. Multiple teachers can assign articles to one student and manage use in the district
*Professional development/training available for all teachers active under license
*Administrative settings available at school and district levels
*$6.50 per student
*5,600 students grades 4 and up
*JZ

To pay by check, please mail payment to:
Newsela
Att. Billing
519 8th Ave, 21st Floor
New York, NY 10018

To pay electronically, please wire payment to:
Newsela
Chase Bank
ABA/routing #: 021000021
Accounting #: 182702539

To pay by credit card, please complete your credit card information below:
Name on Card:
Card No:
Expiration Date:
CVV: