



Quote

Prepared Date 6/13/2019
Quote# 7638

Quote Expires 6/30/2019
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 7/1/2019
Term End Date 6/30/2020

Service Provider:

School Loop Inc
401 Congress Avenue, Suite 2650
Austin TX 78701
United States

Customer

Napa Valley Unified School District

End User

Napa Valley Unified School District

Bill To

Napa Valley Unified School District
2425 Jefferson St
Napa CA 94558
United States

Ship To

Napa Valley Unified School District
2425 Jefferson St
Napa CA 94558
United States

| Item | Qty | Item Description: Software/License Unit/Environment/Subscription Plan |
|----------------------------------|-----|---|
| SLS2.0 - Site License - Standard | 32 | SLS2 - Site License |

Total Fees Due \$30,000.00

Special Terms

This Quote is governed by the terms and conditions located at <https://www.schoolloop.com/legal> (the "Master Agreement").

The parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM SHALL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Affiliates, regardless of the theory of recovery.



7638



6/13/2019
7638

- BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **QUOTE** AND THE **MASTER AGREEMENT**.

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

YES

NO, Indicate the complete address:

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry: