



# 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

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

**End User**  
 Napa Valley Unified School District

**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:

- 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.
- 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.
- 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.
- 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.





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- 5. The Customer will pay all the import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- 6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory.

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.

For Customer:          CUSTOMER SIGNATURE	For Service Provider:          SERVICE PROVIDER SIGNATURE
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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:

