

## ORDER FORM



QUOTE # Q-95281  
DATE 9/3/2019  
EXPIRATION DATE 10/3/2019

### Bill To

Da Vinci Charter Academy  
1400 E 8Th St  
Davis, California 95616  
United States

### Ship To

Annie Nelson  
Da Vinci Charter Academy  
1400 E 8TH St  
Davis, California 95616-2404  
United States  
530) 304-4112  
annelson@djud.net

Thank you for your interest in GoGuardian's products! This order form ("Order Form") identifies the GoGuardian products you have selected for subscription ("Licensed Product(s)"), the term of your initial subscription(s) to the Licensed Product(s) ("Initial Term"), the number of licenses included in your base subscription(s) ("Licenses"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("GoGuardian") and the organization listed below ("Organization," "you" or "your"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at [www.goguardian.com/eula.html](http://www.goguardian.com/eula.html) (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

## SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below:

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
300	GG-TCR1Y-000001	GoGuardian Teachers	9/3/2019	9/2/2020	\$7.50	\$2,250.00
<b>TOTAL (USD):</b>						<b>\$2,250.00</b>

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("Add-Ons"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "Subscription."

## RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "Renewal Term," and together with the Initial Term, the "Term") at GoGuardian's then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

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### RENEWAL FEES

GoGuardian is dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development.

For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5.0% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("Innovation Increase"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

### PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By :

  
\_\_\_\_\_  
*[Faint handwritten text below signature line]*

A handwritten signature in blue ink, appearing to be "AS", written to the right of the signature line.