

**Sales & Support Enquiries**

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QUOTATION

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Created Date: 10/23/2019
Quote Number: Q-149308

Quote Valid Until: 11/6/2019

Subscription Details

Product Name	Quantity	Subscription Start Date	Subscription End Date	Number Of Years
Mathseeds	35.00	11/21/2019	11/20/2020	1

Pricing Details

Product Name	Quantity	Price Per Licence	Total Ex Tax	Payment Terms
Mathseeds	35.00	USD 10.00	USD 350.00	Pay yearly by school
Professional Learning (less than 300 licences)	1.00	USD 150.00	USD 150.00	Pay yearly by school
			Total Ex Tax :	USD 500.00
			Tax :	USD 0.00
			Grand Total :	USD 500.00

Acceptance Quotation

By signing this quotation you are agreeing to the terms of use relating to all of the 3P Learning resources listed above. The terms of use can be found online at the following location: <http://www.3plearning.com/terms-conditions/> and includes our privacy policy.

By signing, you are also agreeing to the terms and conditions of purchase, which are appended to this quotation.

You can choose to sign this quotation using an e-signature or physical signature. The signed quotation will be taken as confirmation of a sales order and represents your formal agreement with 3P Learning. Please retain a copy for your records. A non-negotiable invoice will follow.

Signature:

Full Name:

Date:



Position:

Purchase Order Number (NA, if Not Applicable): _____



Terms & Conditions of Purchase

3P Learning will supply its products and services to the Customer under a licence to use them (the Licence) in accordance with this purchase agreement and the 3P Learning terms of use, which includes our privacy policy, set out at <http://www.3plearning.com/terms-conditions/> (collectively, the Agreement). The Licence provided to the Customer allows an assigned number of students selected by the Customer the right to use the purchased product(s) at home or school.

Unless otherwise indicated, the start date for the Licence shall be the date this Agreement is accepted.

Charges to the Customer by 3P Learning are based on the number of unique students the Customer has requested receive access to the product(s). The Customer can transfer the right to access the product from an existing student to a new student at no additional cost, but only once the previous student's use of the product has ended. You can request additional assigned students at any time. If more than the number of assigned students set out in this Agreement use the product(s), then 3P Learning has the right to invoice the Customer for the access provided to the additional students. Such amounts will be based on the number of additional students and the current price per student pro-rata for the remaining month(s) of the Licence. Where this Agreement relates to an individual school subscription, access must be assigned to student users within the Customer's school.

All fees are non-cancellable and non-refundable and are based on access quantity or professional services purchased and not on actual usage. A minimum purchase quantity of the total student roll for at least one Customer class applies. A minimum purchase quantity (\$) may also apply.

Unless otherwise indicated on the quote or invoice, the invoice will be payable within 30 days of invoice date.

New purchases and renewing contracts will be issued with a notice of renewal of Licence within a reasonable period of time prior to the end of the current subscription period. The Renewal Notice will set out the current number of assigned students, pricing and terms applicable to the renewal period. The Customer may cancel the agreement for the renewal period and any future Licence periods by notifying 3P Learning, in writing, at least 30 days prior to the end of the current subscription period. In the event that no such notice of cancellation is received, the Licence will automatically renew for a further subscription period in accordance with the provisions set out in the Renewal Notice.

Unless otherwise stated, this offer expires 30 days from the quote date. Pricing and terms of this offer are subject to change without notice before acceptance of the offer.

We reserve the right to suspend or terminate your access to our products and services with notice to you if you're in breach of the Agreement, including where payment of your invoices is outstanding.

We won't provide notice before termination where:

1. you're in material breach of this Agreement,
2. doing so would cause us legal liability or compromise our ability to provide products and services to our other customers and end-users, or
3. we're prohibited from doing so by law.

Invoices not paid in accordance with the payment terms will be subject to a 2% interest charge. You're responsible for all applicable taxes, and we'll charge tax when required to do so. If applicable to your Licence, "whole school" shall mean a subscription for all students within a school or, where relevant, all students within a school phase such as "primary" or "secondary" years. Schools opting for a multi-year Licence (paid annually) agree to maintain the access quantity (i.e. number of students) ordered in year 1 across all years of the subscription period and will be invoiced annually in advance of the following twelve month period. The unit price set out in the Licence shall apply throughout the multi-year Agreement, regardless of any changes to the recommended retail price during that period, provided always that any increase to applicable taxes or third party fees during the period shall be added to the invoice.

Cancellation of a multi-year Licence (paid annually) prior to the Licence expiry date will require written notice to 3P Learning. In the event of an early termination, the Customer will be required to pay 25% of the remaining amounts due under the Agreement ("Early Termination Fee"). This means that if a Customer signs up for a three (3) year Licence and terminates after one (1) year, then 25% of the remaining 2 years of the subscription period will be due and payable to 3P Learning.

Within 30 days of the Licence start date, a Customer may request a downward revision to the access quantity purchased, up to a maximum reduction of 10%. 3P Learning reserves the right to revise the per unit price (i.e. price per student access) to reflect the removal of any discounts previously provided. If the Agreement includes the provision of Professional Services, the following terms shall also apply. Professional Services means all learning & development, user training, education and implementation services detailed in the applicable quote, order form, purchase agreement or otherwise agreed to in writing, and may include, without limitation, onsite training, live online consultation and webinars. The Professional Services shall be provided during regular working hours and on business days unless otherwise agreed in writing between 3P Learning and the Customer. Professional Services will be provided for the fees outlined in the order form or quote, which may include travel and out of pocket expenses, plus applicable taxes. Changes to the agreed scope of Professional Services may result in an increase in fees and additional charges. Rescheduling or late cancellation of Professional Services may also result in fees being payable by the Customer in accordance with the order form or quote.

The Customer and 3P Learning shall each provide a primary point of contact for the Professional Services and the Customer shall provide 3P Learning with such accurate and timely information as is reasonably required to scope and deliver the Professional Services. 3P Learning will comply with all reasonable directions of the Customer in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of this Agreement and not in breach of 3P Learning's policies, procedures or applicable law. Where such direction:

1. causes 3P Learning's costs to increase, the Customer must pay for any increase in 3P Learning's costs plus any expenses; or
2. causes 3P Learning not to be able to meet any timetable for delivery, then the timetable must be extended to the extent reasonable given the nature of the Professional Services.

Any work product or deliverable made, created or conceived by 3P Learning or its personnel as part of the Professional Services (Service Materials) shall vest in 3P Learning unless explicitly agreed otherwise.

Any Customer materials and intellectual property used by 3P Learning in the course of providing the Professional Services (Customer Materials) shall remain the property of the Customer. The Customer grants 3P Learning a non-exclusive, non-transferable right to use the Customer Materials solely for the benefit of the Customer in the performance of the relevant Professional Services. Unless otherwise agreed, subject to the Customer's payment of amounts due in respect of the Professional Services and compliance with the terms of this Agreement, 3P Learning grants the Customer a non-exclusive, non-transferable, irrevocable and perpetual licence, without the right to sublicense, to use and copy the Service Materials, for the Customer's internal operational and teaching purposes only.

3P Learning warrants that the Professional Services will be provided using reasonable care and skill in a manner consistent with industry standards and practices applicable to the relevant Professional Services. The Customer must notify 3P Learning of any alleged breach of this warranty within 10 days from the completion of the applicable Professional Services. 3P Learning's entire liability (and that of its personnel, including employees, agents and contractors) and the Customer's sole remedy for 3P Learning's breach of this warranty, will be for 3P Learning to, at its option (i) use reasonable efforts to correct that breach, or (ii) terminate the applicable order and refund the portion of



any fees received that correspond to that breach. 3P Learning makes no other warranty or representation, and to the extent permitted by applicable law, disclaims all other warranties whether express or implied or statutory, including any implied warranties of merchantability or fitness for a particular purpose.

By signing, you confirm that you are an authorised signatory of the Customer and you are authorised to bind the Customer to the terms and conditions of this Agreement. Signature (written or electronic) on a 3P Learning Agreement signifies acceptance of these terms on behalf of the subscribing school/institution as a whole and continuity of employment by the authorised signatory has no bearing on this Agreement.

