



Order Form for New Haven Public Schools

Prepared for: Michele Bonanno

Created by: Jason Dolan

Date Presented: Jun 13, 2022

ORDER FORM

This Order Form (this "Agreement") is entered into as of 07 / 01 / 2022 (the "Effective Date"), by and between New Haven Public Schools ("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term

Access to the Services described below shall remain in effect from 07 / 01 / 2022 until 06 / 30 / 2025 ("Subscription Term").

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Type of License	Quantity
Enrollment Number	19600
Number of Sites	44
Subscription Terms	36 months

Year 1- 7/1/2022 to 6/30/2023

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.00 \$1.70	19,600	\$39,200.00 \$33,320.00

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery Implementation	One-time	1	\$21,000.00 \$0.00	1	\$21,000.00 \$0.00
					\$33,320.00

Total \$33,320.00

Year 2- 7/1/2023 to 6/30/2024

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.10 \$1.79	19,600	\$41,160.00 \$34,986.00
					\$34,986.00

Total \$34,986.00

Year 3- 7/1/2024 to 6/30/2025

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
--------------	--------------	------------------------	-------------	----------	----------

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.21 \$1.87	19,600	\$43,218.00 \$36,735.30
					\$36,735.30

Total \$36,735.30

Contract Year	Total
Year 1	\$33,320.00
Year 2	\$34,986.00
Year 3	\$36,735.30
3-Year Total	\$105,041.30

Discounts, if any, are only applicable to the current subscription term.

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

Services

Any unused services purchased expire after **12 months**. There are no refunds or credits issued for unused services.

Standard Customer Care (Customer Support) includes:

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).

Customer Care services are subject to change on an annual basis.

Unless listed above, SIS integration, data mapping, and customization support are specifically excluded from the Services.

CONDITIONS OF AGREEMENT:

- **OFFER EXPIRATION:** This Order Form is valid for up to 30 days from the date listed on the "Date Presented" field on the cover page of the Order Form.
- **MSA INCORPORATED:** Access to the Services is conditioned upon the Client's review and agreement of the Master Services Agreement (MSA), linked below.
- **PAYMENT TERMS:** Ongoing fees are invoiced annually, on a Net-30 basis.
- **TAX LIABILITY:** All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
- **ANNUAL AUDITS:** SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: 30 days or as otherwise set forth in the MSA.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

Invoice Date	Payment Amount
7/1/2022	\$33,320.00
7/1/2023	\$34,986.00
7/1/2024	\$36,735.30

☐ By checking this box and signing below, I hereby acknowledge that I have received and read SchoolMint's [MSA](#).

SchoolMint, Inc.

New Haven Public Schools

By: _____

By: _____

Name: Elva M. Resillez

Name: _____

Title: Sr. Director or Revenue Ops

Title: _____



Client Information Sheet

Main Contact

Name: _____

Phone: _____

Email Address: _____

Physical Address: _____

Mailing Address: _____

Onboarding/Implementation Contact

Name: _____

Phone: _____

Email Address: _____

Technical Contact

Name: _____

Phone: _____

Email Address: _____

Billing Contact

Name: _____

Phone: _____

Email Address: _____

Billing/Invoicing Requests

Organization Name that should appear on the Invoice: _____

Attention to: _____

Phone: _____

Email Address: _____

Mailing Address: _____

**If PO is required prior to invoicing, please indicate it below & e-mail a copy to
orders@schoolmint.com**

Invoicing Notes: _____