

Order Authorization Form

Order Authorization Form must be signed and submitted with purchase order

 Order Date:
 02-12-2007
 Order ID: PLQ0013127

 Customer:
 4604011000
 SARASOTA COUNTY SCHOOL DIST

PO Number:

Subtotal:	245,538.80
Tax:	0.00
Shipping:	
Total:	245,538.80

Product Detail Attached

Client Orders and PLATO Learning, Inc. agrees to furnish, subject to terms and conditions of the license agreement, the products and services specified on this Order Authorization Form. PLATO Learning reserves the right to pursue the collection of all monies due to it under this Contract

Client Name:Jennifer Smith		
By (Authorized Signature):		
Name (Type or Print):		
Title:		
Date:		

TERMS

Subject to the terms and conditions of the license agreement that governs Your ("Customer's") use of the PLATO Product / Service (the "License Agreement"), Customer orders, and PLATO Learning, Inc. and/or its subsidiaries (collectively "PLATO Learning") agree to furnish, the products and services specified in the Product Information section of this Order Authorization Form (the PLATO Product / Services). Customer understands and acknowledges that Customer and Customer's users must at all times fully comply with the terms and conditions of the License Agreement.

All deliveries will be made F.O.B. Origin, PLATO Learning's shipping dock. Payment is due within thirty (30) days of the invoice date.

PLATO Learning and Customer understand, acknowledge and agree that, in the event that the Customer's purchasing process does not include use of a purchase order, this executed Order Authorization Form shall be deemed a valid, binding and enforceable contractual instrument, which fully satisfies and fulfills all requirements for contractual documentation necessary to perform this transaction for all purposes, including without limitation, the purposes of payment.

PLATO Learning reserves the right to pursue the collection of all monies due to it under this Order Authorization Form.

Customer hereby acknowledges that for PLATO Products/Services furnished to Customer in software format (e.g. Compact Disc or other tangible media on which the software is installed) PLATO shall provide software support and maintenance services to Customer at no additional charge for the first year from the date of delivery. Thereafter, such software support and maintenance services are available from PLATO on a yearly basis through purchase of an annual Software Support Plan (SSP) at prices set forth in PLATO's then-current price catalog. Such software support and maintenance services are provided for PLATO-developed software and content, and does not include such services for any third party software or content which may be furnished as part of the PLATO Product/Services.

Any inconsistency or ambiguity between the terms and conditions of this Order Authorization Form, the License Agreement or a Customers purchase order will be resolved by giving precedence to the terms and conditions of the documents in the order in which they are listed in this sentence.

Taxes that appear on your Order Authorization Form are approximate.

Notes

SSP Coverage Period: September 01, 2007 - August 31, 2008

Product Information

Install Site	Product Description	ID	Qty	Unit Price	Total Price
SARASOTA COUNTY SCHOOL DIST	EDUTEST ASSESSMENT	99801003-1	12	2,975.00	35,700.00
SARASOTA COUNTY SCHOOL DIST	SERVICE SUPPORT ANNUAL RENEW	99609321	60	880.73	52,843.80
SARASOTA COUNTY SCHOOL DIST	PROJECT MANAGER LEVEL III	99609398	1	150,000.0 0	150,000.00
SARASOTA COUNTY SCHOOL DIST	ASSESSMENT DATA SERVICE	99609454	1	6,995.00	6,995.00

Line Notes

Install Site	Product Description	Notes