



This Online Educational Products and Services Order (this "Order"), dated as of August 1, 2015 (the "Order Effective Date"), is between DULUTH PUBLIC SCHOOL DISTRICT 215 N 1ST AVENUE E, Duluth, MN, 55802 ("Customer") Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 2017. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.getfueled.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer

_____ (Signature) _____ (Date)

_____ (Print Name) _____ (Title)

Accepted by FuelEd:

_____ (Signature) _____ (Date)

_____ (Print Name) _____ (Title)

1. Period: August 1, 2015 through July 31, 2016 and any renewal period, (if applicable).
2. Territory: DULUTH PUBLIC SCHOOL DISTRICT, MN
3. For the Services and/or Products provided under this Order, Customer shall pay to FuelEd and/or its Affiliates the following Fees:

Product	Product Description	Sales Price
Enhanced Enterprise License (Content, Hosting)	One-year access to FuelEd Online content for all students in the district as defined by the contract, with hosting included at no extra charge. Entire FuelEd Online Courses catalog available, inclusive of Extended Electives. Instruction included for credit recovery only (with student hotline). License also includes access to the Algebra I Extended Learning offering, Lesson Builder, LearnBop (as of February 2015), FuelEd Supplemental Lessons and Assessments, Britannica School, and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enterprise models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User/Enterprise Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$42,000.00

CR Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Online CR semester course.	0.00
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4. Description of Educational Products. Customer will be provided the Educational Products specified in this order.

FuelEd Online Courses: FuelEd's expansive course catalog covers all core subjects, six world languages, dozens of electives, and 19 high school credit recovery courses. This option enables students and educators to license courses on an individual basis. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

FuelEd Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of FuelEd courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

6. Billing Terms.

FuelEd Enterprise Terms: One hundred percent (100%) of the fees, as set forth herein and in the Agreement will be billed to Customer upfront. Fees are charged regardless of utilization. No refunds, credits or cancellations are allowed.