



Date: 1/9/2012
 Order Number: 10012659
 Revision Number: 2
 Order Form Expiration Date: 3/30/2012

ORDER FORM

Please fax all pages including the signature page to: 952.229.3810 or email to myorder@plato.com

Customer and Billing Address

Customer No: 4591061000
 Customer Name: CEDAR HILL INDEP SCHOOL DIST
 Billing Address: 270 S HIGHWAY 67
 CEDAR HILL , TX 75104-2746

Products and Services

Description	License Start Date	License End Date	Units	License Period (in months)	Price Per	Unit of Measure	Total Price
Secondary Academic Library	**	**	90	12		null	\$61,200.00
vCourses - 1 Consumable Semester Course License	**	**	25	12		Month	\$3,125.00
PLATO Curriculum Essential Core Professional Service Package - Services Delivery Year: Year 1	***	***	1		\$5,100.00	Each	\$5,100.00
Professional Development: Orientation Onsite - Services Delivery Year: Year 1	***	***	6		\$1,800.00	Each	\$10,800.00
vCourses Product Training - Administrator Orientation Session - Services Delivery Year: Year 1	***	***	1		\$390.00	Each	\$390.00
vCourses Product Training - Instructor Product Training Course License - Services Delivery Year: Year 1	***	***	1		\$195.00	Each	\$195.00
Discount – Valid if Order Form and Purchase Order is received on or before March 30, 2012							-\$3,125.00
						Subtotal:	\$77,685.00
						Tax:	\$0.00
						Total US Funds:	\$77,685.00

- * See Our Standard Purchase and License Terms at www.plato.com/StandardTerms for a full description of Your software licensing rights, obligations and limitations.
- ** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) for a perpetual license, upon receipt of Your signed Order Form and (c) with respect to all other licenses, promptly after We have accepted Your signed Order Form, We will confirm to You the applicable Start Date for Your software license(s).
- *** Services are purchased with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "You" and "Your" refer to Customer, and "We", "Us" and "Our" refer to PLATO Learning. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms and documents it references) form the entire agreement between You and Us about your license and services and the related rights, obligations and limitations of the parties ("Agreement"). You acknowledge that any terms and conditions in Your purchase order or any other documents You provide that enhance Our obligations or restrictions or contradict the Agreement do not have force and effect. If this Order Form includes Professional Services, they are more fully described in the enclosed Statement of Work. The Statement of Work outlines Your roles and responsibilities in support of Our Professional Services and is critical to the successful delivery of these services. You acknowledge that You have read the Statement of Work and understand these roles and responsibilities.



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Acceptance

This offer will expire on the Order Form Expiration Date noted above unless We earlier withdraw or extend the offer in writing. I represent that I am authorized to accept this offer on behalf of my employer or the Customer identified above and I do accept this offer and agree to adhere to the terms and conditions identified and referenced within.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____



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Exhibit A: Statement of Work

Version FY2012



Statement of Work

Order Number:	10012659
Date:	1/5/2012
Prepared For:	CEDAR HILL INDEP SCHOOL DIST
Customer Project Contact:	Rachel Jones
Customer Project Contact Phone Number:	(972) 291-1581 Ext: 4049



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Statement of Work

1 Overview and Purpose

PLATO, Inc. dba PLATO Learning ("We", "Us" or "Our" means the entity or entities identified on the first page of the Order Form (Plato, Inc., Educational Options, Inc. or Orchard Learning, LLC.)) is pleased to provide this Statement of Work ("SOW") to CEDAR HILL INDEP SCHOOL DIST ("You" and "Your"). We appreciate the opportunity to provide Our Professional Services to You and look forward to contributing to Your success.

The purpose of this SOW is to define and communicate the goals, scope of services, work plan, milestones, and roles and responsibilities of each party as they relate to the Professional Services to be provided by Us to You. We have entered into this SOW with a mutual desire to obtain Your successful implementation and use of the PLATO Learning solutions. Completion of this SOW is the first step to achieving these goals and is critical to maximizing the benefit of Our Professional Services.

2 Services Description

The Professional Services You have purchased from Us to be implemented under this SOW are as follows:

Services Name	Units	Package Sessions						Extension Services
		Implementation Planning		Professional Development		Implementation Review		
		Distance Up to 3 hrs.	Onsite Up to 6 hrs.	Onsite Day 1	Onsite Day 2	Distance Up to 3 hrs.	Onsite Up to 6 Hrs.	
PLATO Curriculum Essential Core Professional Service Package Services Delivery Year: Year 1	1	1	0	1	1	1	0	0
vCourses Product Training - Administrator Orientation Session Services Delivery Year: Year 1	1	0	0	0	0	0	0	1
vCourses Product Training - Instructor Product Training Course License Services Delivery Year: Year 1	1	0	0	0	0	0	0	1



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Professional Development: Orientation Onsite Services Delivery Year: Year 1	6	0	0	1	0	0	0	0
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Any service offering purchased for an applicable year must be used in such year and may not be carried over or used in subsequent years.



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Statement of Work

3 Roles and Responsibilities

We commit to cooperating with You reasonably and in good faith in the performance of the Professional Services and You agree to do the same. If You do not, delays may result or You may not achieve the full benefits of Our services. Our experience has found that the success of Your implementation is materially dependent on You and Your staffs commitment, preparation and involvement in the training and implementation services we provide. Other important roles and responsibilities are as follows:

We agree to provide:

- Personnel who will assist in the scheduling of Your services.
- One or more PLATO Learning personnel or agents, who will manage the delivery of the services
- Effort and assistance designed to enhance You and Your teachers and students experience using PLATO Learning solutions.
- Certain Training materials to help support the training.
- Responsive and knowledgeable staff.
- Staff with appropriate training and experience to enhance the likelihood of service success.

You agree to provide:

- **Implementation lead** who is responsible for partnering with Us in the scheduling and coordination of all professional development sessions. This individual shall be empowered to make program and policy decisions associated with the implementation of the proposed PLATO Learning solution.
- **Technical lead** who can ensure access to the appropriate technology resources required to implement the solution; including technical resources required for successful training of Your staff.
- **Instructional staff**, including Site Administrators, who will implement and monitor the solution with the targeted student population.
- **Training facilities**, suitably equipped to access the PLATO Learning software in accordance with the System Requirements. To support high quality service delivery, You will ensure that no more than 15 persons attend any training session.
- **Access to office workspace**, telephone, computer with Internet access, and other facilities as may be requested by the PLATO Learning consultant in the performance of the Professional Services.
- **Coordination of Your personnel** for onsite, online, and telephonic meetings.
- **Other resources** as reasonably required by the PLATO Learning consultant for satisfactory and timely performance of the Professional Services. Sufficient access to hardware and equipment necessary to provide adequate time-on-task for those learners selected to participate in the program.
- **Adequate time for staff professional development** to ensure the competence of Your staff in operating and implementing the solution.
- **Other** We support teachers and administrators only. Student support is Your responsibility.



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4 Confidentiality

You agree to keep the information, materials, logins, passwords, data, documentation or similar (the "Information") that we provide you in connection with the services hereunder confidential and take all reasonable steps to ensure that the Information is only disclosed to Your teachers or Your students as appropriate and is not disclosed to or made accessible to third parties. Upon the termination or expiration of your licenses, you agree to send back all materials, passwords, software and anything else You receive, including any copies of such materials that You might have made in connection with Your license and ensure that neither Your teachers, students nor anyone else that You supplied access to Our products attempts to access Our product or retains any materials, passwords or anything else. During the term of your licenses, You agree to use all commercially reasonable efforts to protect and control Our Information and prevent disclosure, including but not limited to disclosure by Your employees, agents and students.

5 Project Duration and Scheduling

Unless otherwise agreed to by You and Us in writing, Professional Services will be scheduled within 30 days of our receipt of the signed Order Form. We will work with You to identify dates for conducting the Professional Services outlined in this SOW. Subsequent scheduling changes requested by You may result in additional fees.

6 Implementation Methodology

The following timeline adheres to the phases of implementation outlined in a typical PLATO Learning Services Model. It serves as the foundation for the success of PLATO Learning Professional Services, defining the "process" in the delivery of on-site training and/or effective eLearning solutions, while providing sound instructional methods and sustaining measurable results through highly qualified professional development.

Implementation Planning	Plan	Implementation Launch and Planning Meeting
Professional Development	Instruct	Initial Professional Development on the PLATO Learning Solution
Implementation Review	Review	Professional Development, Implementation Support, Process Integration, and Implementation Review

7 Acknowledgement

By signing the PLATO Learning Order Form, You agree to the statements, terms, responsibilities, and Professional Services plans as cited within this Statement of Work.