



This Online Educational Products and Services Order (this "Order"), dated as of 8/13/2018 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. 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.fueleducation.com/fuel-education-products-and-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: _____
Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
Name (Print): _____ Title: _____

- 1. Period: 8/13/2018 through 8/12/2019 and is not eligible for a renewal period.
2. Territory: Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Table with 3 columns: Product, Product Description, Unit Price. Rows include Enhanced Enterprise License (\$30,000.00), LearnBop Add-On License (Included), and Teacher Hotline & Support for Instructors (Included).

4. Description of Educational Products.

5. Description of Services.

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

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

Site & Enterprise License Terms: Customer will be invoiced for all Site and/or Enterprise licenses within 30 days of signature of this Order. No other refunds, credits or cancellations are allowed. Standard payment terms are Net 30 days.

DH
05/17/18