



This Online Educational Products and Services Order (this "Order"), dated as of 6/9/2016 (the "Order Effective Date"), is between DULUTH PUBLIC SCHOOL DISTRICT, 215 N 1ST AVENUE 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.getfuelled.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: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

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

1. **Period:** 8/13/2016 through 8/31/2017 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:

Product	Product Description	Unit Price
Enhanced Enterprise License (Content, Hosting)	One-year access to FuelEd Online content for up to 700 students in the district as defined by the contract, with hosting included at no extra charge. Customer can select 40 courses from the FuelEd Online courses catalog to upload in PEAK inclusive of Extended Electives. License also includes access to the Lesson Builder, FuelEd Supplemental Lessons and Assessments 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. We reserve the right to audit to ensure intended use for part- time / blended programs and alternative education populations.	\$30,000.00

Note: The prices quoted above may be pro-rated based on Customers start date. Any renewals will occur at the contracted price of the respective product or service.

4. Description of Educational Products.

FuelEd Online Courses: Each FuelEd course includes content as described in the course catalog. 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.getfuelled.com/required-materials>

5. Description of Services.

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

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

Enterprise License Billing Terms: Customer shall be invoiced upon order for the entire price of the Enterprise license. No refunds except as otherwise noted.

7. Termination of Previous Agreements

By executing this Agreement, the previous agreement (Contract #4337, effective 8/1/14 and Contract #Q-00001638, effective August 1, 2015) shall be terminated and in all respects replaced with this Agreement.