March 10, 2011

Mr. Keith Anderson
Director of Technology
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear Mr. Anderson:

Thank you for your inquiry of January 21 requesting permission to load our publications from *MATH EXPRESSIONS* (hereinafter referred to as the "Series") on Duluth Public Schools (hereinafter referred to as the "Licensee") Symantec software system (hereinafter referred to as the "System"). The particular products are as follows: from *MATH EXPRESSIONS, Test Generator CD-ROM*, Grades 1-5 and *Lesson Planner CD-ROM*, Grades K-5 (hereinafter referred to as the "Material").

Houghton Mifflin Harcourt Publishing Company (hereinafter referred to as "HMHPC") distributes these products with a single-user license, which means that the copy of the product that has been distributed to an end-user (typically a teacher or a student) will be installed and used by only that user. However, your district has requested a special distribution of the product. The district has received teacher CD-ROMs and normally installs the software on individual school servers locally via Symantec, and teachers launch the Symantec software over the password-protected network. The district is asking HMHPC for permission to manage the software distribution in this way.

This letter agreement (hereinafter referred to as the "Agreement") is HMHPC's formal grant of permission to Licensee to distribute and manage the Material in the manner described by means of the Licensee's System subject to the following terms:

1. The district bears responsibility for monitoring and ensuring that the number of teachers with rights to launch the application(s) for the Material via Symantec is no greater than the number of teachers for which Licensee has copies of the original HMHPC CD-ROM publications. By undersigning, the district acknowledges that it has the capabilities via Symantec to manage the installation and access to the products, and agrees to manage them according to these responsibilities.

2. The permission granted by HMHPC under this Agreement is nonexclusive and limited to instructional use of the Material by teachers in Licensee's schools who are using the Series in their classes. Licensee agrees that the Material must be grouped together in the System and maintained in a separate file from other content that resides in the System.

3. The Material will be accessible free of charge via the System by the Licensee's teachers using the Series in their classrooms.

4. This Agreement is valid for the life of Licensee's adoption of the Series and automatically terminates without notice when Licensee ceases to use the Series. The Material must be removed from the System immediately upon termination of this Agreement.

5. HMHPC disclaims any and all express or implied warranties of merchantability and fitness for a particular purpose, including without limitation any warranty concerning the functionality and accuracy of the Material as used by Licensee in the System.

6. HMHPC will provide the Material to Licensee in the format(s) it currently has available.

7. The permission granted under this Agreement is limited to the specific instructional use defined in this Agreement, and is non-assignable and nontransferable. All subsidiary rights in the material, including the right to license the Material, are reserved solely by HMHPC.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same document. All signatures in this Agreement transmitted by facsimile will be considered to be the original signatures.

9. The countersigned Agreement must be returned within 90 days after the date of the Agreement, or Licensee must re-apply for permission. Permission is not valid until HMHPC receives Licensee's acceptance of terms in this Agreement.

Thank you.

Sincerely,

Regina R. Green
Senior Contracts Administrator/Royalties and Licensing

READ AND AGREED to on behalf of Licensee:

_____ DATE: ___3/21/11___

SIGNATURE

___Bill HANSON___, ___CFO___

NAME AND TITLE