fueleducation™

the new power of learning

This Online Educational Products and Services Order (this "Order"), dated as of 8/13/2017 (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: 8/13/2017 through 8/12/2018 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 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. 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. 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.	$30,000.00
LearnBop Add-On License	Add-on for current customers to access an interactive math learning system	Included
Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	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.

OK DH
6/16/17