

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum

As per AVID Elementary Curriculum Package being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum ("AVID Elementary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Elementary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

1.2 Curriculum Library: Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site listed on the Quote as implementing the Elementary program prior to each AVID Member Site's initial implementation of AVID. Curriculum Library prices are set forth on the Quote. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials have been produced, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Agreement ("Term").