

**AMENDMENT TWO
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

This amendment effective as of October 18, 2019 ("Amendment Two") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of June 9, 2016 (the "Agreement"), as previously amended, between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 ("Apex Learning") and William S. Hart Union High School District, with its principal place of business at 21380 Centre Pointe Parkway, Santa Clara, CA 91350 ("Client").

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement remain in full force and effect. In consideration of the covenants and conditions set forth in this Amendment Two and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows:

- A. **Additional Access to Apex Curriculum:** Apex Learning will provide Client with 10 additional Courses Unlimited Enrollment Subscriptions during the period October 18, 2019 through June 16, 2022, excluding the respective Summer School periods, bringing the maximum number of subscriptions for Client to 360.

Price: \$4,200.00

- B. **Payment Schedule:** Apex Learning will invoice Client a total amount of \$4,200.00 for Client's purchase under this Amendment Two as follows:

1. In the amount of \$1,400.00 on execution of this Amendment Two by both parties, and
2. In the amount of \$1,400.00 on June 18, 2020 and June 18, 2021, bringing the total amount to be invoiced on those dates (including \$54,000.00 to be invoiced under Amendment One) to \$55,400.00.

Agreed.

Apex Learning Inc.

By: [Signature]

Print Name: Cheryl Vedoe

Title: CEO

Date: 10/22/19

William S. Hart Union High School District

By: [Signature]

Print Name: RALPH FROSTEN

Title: CFU

Date: 10/22/19