

**AMENDMENT FIVE  
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 August 4, 2020 ("Amendment Five") 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 Five 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. **Modification of Access to Apex Curriculum:** Commencing August 4, 2020 and continuing through June 16, 2021, Client's purchase of 531 Courses Unlimited Enrollment Subscriptions for Client and the Client schools specified in Amendment Four, Section A, are converted to unlimited enrollments district-wide in middle and high school courses. This does not include access to Technology Courses.

Price: \$209,870.38

- B. **Additional Professional Services:** Apex Learning will provide Client with three 3-hour web conference sessions.

Price: \$1,800.00

- C. **Modification of Payment Schedule:** Given the modification of access to the Apex Curriculum as specified in this Amendment Five, Section A, Apex Learning will invoice Client in the amount of \$150,826.64 on execution of this Amendment Five.

For the purpose of clarification, \$150,826.64 is the equivalent of \$211,670.38 for the modification of access to Apex Curriculum and additional Professional Services specified in this Amendment Five, Sections A and B, less \$60,843.74 for Client's purchase of access to Apex Curriculum as specified in Amendment Four, Section A, for the period August 4, 2020 through June 16, 2021, previously paid for by Client.

Agreed.

Apex Learning Inc.

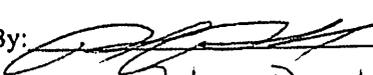
By: 

Print Name: Chuck Lanphier

Title: Vice President, Client Services

Date: 8/7/2020

William S. Hart Union High School District

By: 

Print Name: Ralph Peschek

Title: Chief Business Officer

Date: 08/07/2020