

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

This amendment effective on execution by both parties ("Amendment One") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of June 9, 2016 (the "Agreement") 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. Other than the modifications provided under this Amendment One as set forth below, the terms and conditions of the Agreement remain unchanged and in full force and effect. In consideration of the covenants and conditions set forth in this Amendment One and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

A. Term Extension: The Agreement Term under Section 9.1 is extended through June 16, 2022.

B. Access to Apex Curriculum: Apex Learning will provide Client with the following:

1. *Courses:* 350 Courses Unlimited Enrollment Subscriptions during the period June 17, 2019 through June 16, 2022.

Price: \$147,000.00

Client may purchase additional subscriptions for access during each of the 12-month periods (a) June 17, 2019 through June 16, 2020, (b) June 17, 2020 through June 16, 2021, and (c) June 17, 2021 through June 16, 2022 at \$157.50 per subscription per period.

2. *Courses during Summer School:* 100 Courses Unlimited Enrollment Subscriptions during each of the 10-week periods (a) June 3, 2019 through August 9, 2019, (b) June 1, 2020 through August 7, 2020, and (c) June 1, 2021 through August 6, 2021.

Price: \$15,000.00

Client may purchase additional subscriptions for access during each of the 10-week periods (i) June 3, 2019 through August 9, 2019, (ii) June 1, 2020 through August 7, 2020, and (iii) June 1, 2021 through August 6, 2021 at \$50.00 per subscription per period.

C. Payment Schedule: Apex Learning will invoice Client in the amount of \$54,000.00 on June 17, 2019, June 18, 2020, and June 18, 2021, for a total amount of \$162,000.00.

Agreed.

Apex Learning Inc.

William S. Hart Union High School District

By: _____

By: _____

Print Name: Cheryl Vedoe

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____