

**AMENDMENT TWO**  
**TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN**  
**APEX LEARNING INC. AND CRAWFORD CENTRAL SCHOOL DISTRICT**

This amendment effective on September 1, 2018 (“**Amendment One**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of August 19, 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 Crawford Central School District, with its principal place of business at 11280 Mercer Pike, Meadville, PA 16335 (“**Client**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Other than the modifications provided under Amendment One and this Amendment Two 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 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. Term Extension:** The Agreement Term under Section 9.1 is extended through August 31, 2021.

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

- *Apex Learning Virtual School (ALVS) ALVS Enrollments:* Each “ALVS Enrollment” is for one student enrolled in a one-semester course.

Client may enroll students in ALVS courses at \$300.00 per semester course enrollment.

The following withdrawal policy applies to the purchase of ALVS Enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the ALVS Enrollment.
- If a student is withdrawn from a course on or before the 28th day of the course, Client will receive a credit equal to the purchase price for the ALVS Enrollment less a non-refundable administration fee of \$75.00.
- If a student is withdrawn from a course after the 28th day of the course, Client will not receive any credit.
  
- Any credit balance for ALVS Enrollments must be used within 12 months of the date the credit is issued and may be applied toward the purchase of any Apex Learning products or services. There are no refunds for ALVS Enrollments.
  
- The price for the Apex Curriculum does not include any Course Materials.

**C. Course Materials:**

- Client may purchase any Course Materials offered for sale by Apex Learning at the respective prices at the time of purchase as stated on Apex Learning’s Course Materials list located at [http://www.apexlearning.com/info/materials\\_list.pdf](http://www.apexlearning.com/info/materials_list.pdf). There are no returns, credits, or refunds on Course Materials purchased.

**D. Payment Schedule:** Apex Learning will invoice Client as follows and payment of each such invoice is due to Apex Learning within thirty (30) days of the invoice date pursuant to Section 4.2 of the Agreement:

- By the fifth business day of each month through September 8, 2021 for ALVS Enrollments accepted by Apex Learning in the prior month less the amount of any applicable credit balance due to withdrawals.
- By the fifth business day of each month through September 8, 2021 for any Course Materials purchased by Client in the prior month.

Agreed.

**Apex Learning Inc.**

By: \_\_\_\_\_

Print Name: Cheryl Vedoe

Title: CEO

Date: \_\_\_\_\_

**Crawford Central School District**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_