middlebury
interactive languages™

23 Pond Lane, Middlebury, Vermont, 05753

This Online Educational Products and Services Order (this "Order"), dated as of August 27, 2015 (the "Order Effective Date"), is between SAN CARLOS ELEMENTARY, 1200 Industrial Road, Unit 9, San Carlos, CA 94070 ("Customer") and Middlebury Interactive Languages LLC ("MIL"), 23 Pond Lane Middlebury, VT 05753. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.getfueled.com/online-educational-products-services-agreement-terms on the date that this Order bears the signatures of both Customer and MIL. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

MJ Doerpinghaus (Signature) _9/1/15_ (Date)

MARY JUDE DOERPINGHAUS (Print Name) _Assistant Superintendent_ (Title)

Accepted by MIL:

Timothy J. Casey (Signature) Sep 3, 2015 (Date)
Timothy J. Casey (Sep 3, 2015)

Timothy J. Casey (Print Name) Sr. Director, World Language Courseware (Title)

1. Period: August 27, 2015 through August 26, 2016 and is not eligible for a renewal period.
2. Territory: SAN CARLOS ELEMENTARY, CA
3. For the Services and/or Products provided under this Order, Customer shall pay to MIL the following Fees:

Product	Product Description	Sales Price
Middlebury Interactive Enrolled User License Block (Content, Hosting)	Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire Middlebury catalog available.	$1,850.00
Middlebury Interactive Annual Site License	Annual Middlebury site license which grants unlimited access during an annual period for up to 210 students in one school building for all Middlebury courses in the catalog. Includes content and hosting.	$9,000.00
Functionality Training	Required platform functionality training includes an overview of procedures related to program launch, course setup and instructions for enrolling users, as well as tips for monitoring student progress and obtaining final reports and grading.	$250.00

4. **Description of Educational Products.** Customer will be provided the Educational Products specified in this order.

<u>Middlebury Interactive Languages Course Sales</u>: Middlebury Interactive Languages ("MIL") provides access to an online learning management system and enrollment portal into which MIL will enroll Customer's students into the appropriate, requested MIL courses. Customer is responsible for placement of students in appropriate courses.

5. **Description of Services.**

<u>Middlebury Professional Development</u> - with MIL Teachers - Program Management Training (2 hr. webinar) Includes Implementation Planning and Program Review/Evaluation.

6. **Billing Terms.**

<u>Middlebury Annual License (or Enterprise License) Terms</u>: In the case of Annual Site License Pricing where a fee is billed upfront, Customer is authorized to replace students who withdraw with other authorized users, so long as the maximum number of students indicated is not exceeded. If Customer exceeds the designated maximum number of students paid for, FuelEd or an Affiliate may invoice Customer the underpaid fees at the applicable single course price of $99.00 per (excess) student. No other refunds, credits or cancellations are allowed. Fees that include MIL teachers are for the provision of certified language teachers who will assist in monitoring student progress, grading assignments, and communicating with students and parents through periodic emails during weekdays.

<u>Middlebury Enrolled User Terms</u>: Middlebury Interactive Enrolled User License Blocks are billed upfront. MIL does not provide refunds with the Middlebury Interactive Enrolled User License Blocks. By its very nature if a student drops from a course the seat is then open for a new enrollment.

7. **Special Terms - Compliance with California Education Code 49073.1**

(1) All pupil records, as defined in California Education Code 49073.1, subsection (d) (5), shall continue to be the property of and under the control of Customer.

(2) Pupils may retain possession and control of their own pupil-generated content, as defined in California Education Code, subsection (d)(4), by submitting a written request to Customer who will forward the request to MIL who will provide the records within a reasonable period of time.

(3) FuelEd and MIL shall not use any information in the pupil records for any purpose other than those required or specifically permitted by the Agreement.

(4) A parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the pupil's records and correct erroneous information by submitting a written request to Customer who will forward the request to MIL and/or FuelEd who will make the correction, or ensure the correction is made, within a reasonable period of time.

(5) FuelEd and MIL agree to hold pupil records in strict confidence and agree to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of pupil records. FuelEd and MIL agree to designate and train responsible individuals to ensure the confidentiality of school records.

(6) Any use or disclosure of pupil records not authorized by this Agreement shall be reported to Customer within three business days. This notice shall identify the nature of the unauthorized use or disclosure, the pupil records used or disclosed, who made the unauthorized use or received the unauthorized use, what FuelEd and/or MIL has done to or shall do to mitigate any effect of the unauthorized use, and what corrective action FuelEd and/or MIL will take to prevent future similar unauthorized use or disclosure. In the event of an unauthorized disclosure of a pupil's

records, affected parents, legal guardians, or pupils who have reach the age of 18 will be notified in writing and provided with details and next steps to address the specific breach.

(7) FuelEd and MIL certify that pupil records shall not be retained or available to them, individually or collectively, upon completion of the term of the Agreement. Within thirty days of completion of the term of the Agreement, pupil records in the possession of FuelEd and/or MIL shall be returned and/or destroyed.   Where reasonably feasible, FuelEd and/or MIL shall return all pupil records to Customer in a format acceptable to Customer or if return is not feasible, as determined by Customer in written notice, destroy any and all pupil records.

(8) FuelEd and MIL shall not use personally identifiable public records to engage in targeted advertising.

2015-08-01 San Carlos Elementary_Customer Executed_Contract Number 5964

Adobe Document Cloud Document History

September 03, 2015

Created:	September 02, 2015
By:	Nancy Ryan (nryan@k12.com)
Status:	SIGNED
Transaction ID:	XS8XANQ7E2T3L2Z

"2015-08-01 San Carlos Elementary_Customer Executed_Contract Number 5964" History

📄 Document created by Nancy Ryan (nryan@k12.com)

September 02, 2015 - 12:38 PM PDT - IP address: 69.25.45.6

✉️ Document emailed to Timothy J. Casey (tcasey@middleburyinteractive.com) for signature

September 02, 2015 - 12:38 PM PDT

📄 Document viewed by Timothy J. Casey (tcasey@middleburyinteractive.com)

September 02, 2015 - 5:46 PM PDT - IP address: 64.233.172.208

➡️ Document signing delegated to Reuben Oswald (roswald@middleburyinteractive.com) by Tim C (tcasey@middleburyinteractive.com)

September 03, 2015 - 6:06 AM PDT - IP address: 67.217.115.210

✍️ Document e-signed by Timothy J. Casey (tcasey@middleburyinteractive.com)

Signature Date: September 03, 2015 - 8:28 AM PDT - Time Source: server - IP address: 67.217.115.210

✅ Signed document emailed to Nancy Ryan (nryan@k12.com), Timothy J. Casey (tcasey@middleburyinteractive.com) and Reuben Oswald (roswald@middleburyinteractive.com)

September 03, 2015 - 8:28 AM PDT