



MASTER EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

This Master Educational Products and Services Agreement ("Agreement" or "Order"), dated as of October 1, 2017 (the "Order Effective Date"), is between Academy of Arts and Sciences, 4560 Alvarado Canyon Road, San Diego, CA, 92120 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. 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.getfuelled.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms and supersedes and replaces all prior agreements between the parties as well as the individual school board served by Customer, further delineated in the subsequent addenda attached hereto. The undersigned 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. Products and Services ordered by individual AAS school boards shall be authorized in the subsequent addenda.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

- 1. Period:** 10/1/2017 through 9/30/2018 and any renewal period, (if applicable).
- 2. Territory:** Students served by any School which has executed an End User License Addendum attached hereto and is serviced by Customer.
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Product	Product Description	Unit Price
AP Exam Review Course Enrollment License (Content, Hosting)	License for a single student in an AP Exam Review course. Includes content and hosting.	\$0.00
AP Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online AP semester course. Includes content and hosting.	\$154.00
AP Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online AP semester course. Includes content, hosting and instruction.	\$329.00
FTS Comprehensive K-5 Student License (4 Courses)	K-5 FTS Comprehensive Program for 4 courses per student.	\$1,820.00
HS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard HS semester course (non-AP). Includes content and hosting.	\$144.00
HS Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Standard HS semester course (non-AP). Includes content, hosting and instruction.	\$299.00
Introductory/On Demand Training	To better meet client needs, On Demand Trainings are available to meet the needs for flexibility in both when, where, and how clients access functionality training on our systems. These trainings are modularized and can be customized to meet a client's unique role and implementation goals.	\$0.00
K12 Instructor Materials K-8	K12 instructor course materials for six courses in a single grade, K-8.	\$400.00
MS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard MS semester course (non-AP). Includes content and hosting.	\$144.00
MS Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Standard MS semester course (non-AP). Includes content, hosting and instruction.	\$299.00
Training: Webinar	Access to one online synchronous professional development session for up to 35 users in the district* *up to 10 users for ALS specific training	\$750.00

Training: Onsite Day	One day, one trainer onsite, serving up to 20* attendees. Same price for each subsequent day. Includes all FuelEd travel expenses for one trainer. *Some exceptions may apply due to program selected	\$2,500.00
Product	Product Description	Unit Price
FTS Comprehensive K-5 Student License (5 Courses)	K-5 FTS Comprehensive Program for 5 courses per student.	\$2,160.00
AP Exam Review Course Enrollment License (Content, Hosting)	License for a single student in an AP Exam Review course. Includes content and hosting.	\$0.00
PEAK Hosting	Annual license for PEAK hosting and basic program management tools.	\$0.00
FTS Comprehensive K-5 Student License (6 Courses)	K-5 FTS Comprehensive Program for 6 courses per student.	\$2,500.00
EmbarK12 Classroom Standard Package	The EmbarK12 Classroom Standard Package provides a classroom with one- year of online access to the EmbarK12 Pre-K program, instructional guides, physical supplies, and the EmbarK12 library collection. Physical supplies are designed for a 10 student classroom.	\$1,750.00
EmbarK12 Classroom Premium Package	The EmbarK12 Classroom Premium Package provides a classroom with one- year of online access to the EmbarK12 Pre-K program, instructional guides, physical supplies, the EmbarK12 library collection, and classroom supplies. Physical supplies and classroom supplies are designed for a 10 student classroom.	\$1,950.00
EmbarK12 Classroom Student Account Access	EmbarK Classroom access for up to 10 families who are already receiving EmbarK at school. This gives families the materials-free edition with online access to course + digital copies of guides, but ships no materials to the home. Provides home access with unique family username for 1 year.	\$425.00
Training: EmbarK12 Onsite (Full Day)	One day of onsite training for the EmbarK12 Pre-K program, serving up to 20 attendees. Includes all FuelEd travel expenses for one trainer.	\$2,500.00
Training: EmbarK12 Online (4 hours)	One synchronous online training for the EmbarK12 Pre-K program (4 hours), for up to 35 users in a district.	\$265.00
Career Readiness Pathways Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Career Readiness Pathways catalog semester course (non-AP). Includes content and hosting.	\$144.00
Career Readiness Pathways Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Career Readiness Pathways catalog semester course (non-AP). Includes content, hosting and instruction.	\$319.00
Marketing Package: Premium Partner	This package is for programs that would like digital marketing support and collateral, but can handle the enrollment on their own. Recommended for programs with an enrollment goal of a minimum of 50 students. Intended for schools that will utilize the K12 internal website and Parent Portal link.	\$400.00
PEAK Hosting with PEAK Library License (Hosting only)	Annual license for PEAK hosting and basic program management tools plus PEAK Library with Open Educational Resources and Lesson Builder for ability to add and share district content.	\$50.00
CR Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Credit Recovery semester course. Includes content and hosting.	\$124.00
CR Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Credit Recovery semester course. Includes content, hosting and instruction.	\$299.00
LearnBop Student License	Provides access for a year-long subscription for one student to an interactive math learning system for grades K-12. Customer may reassign access to different individual students during the license subscription, however only one (1) student will have access at any given time per license.	\$15.00
LearnBop 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 best practices for implementing the program including monitoring student progress, utilizing data reports, and identifying and addressing student knowledge gaps. This training is a 1 hour synchronous virtual training.	\$0.00

Student Recruitment and Registration:	Customer will be provided a fully-hosted "mini" web site of up to 12 pages for the school's program. The "mini" site is created from templates from FuelEd with editable fields whose content is customized by the Customer with the Customer's logo embedded. Customer is provided event consultation via phone, a branded lead capture form, an enrollment forecast, the creation of all-type logo for schools that do not have an existing logo and recognition on the "Participating Schools" page on K12.com as a partner program utilizing the FuelEd and K 12 curriculum. FuelEd provides its collateral package start-up kit with school-branded materials including a K-8 brochure, high school brochure, event flyer, event poster and standard FuelEd collateral including catalogs, flipbooks and lead cards. Printing and delivery to the Customer is based on FuelEd's approved enrollment forecast. Branded collateral will be customized with school logo, address, phone, and URL. Customer is provided lead generation and communication services along with an assigned marketing manager to work with regional account managers on behalf of the Customer.	\$400.00 Per Student Enrolled as of October 1 of then current period year
---------------------------------------	--	--

4. Description of Educational Products.

FuelEd Full-Time Comprehensive Program: The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at [Http://www.getfueled.com/required-materials](http://www.getfueled.com/required-materials). FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

FuelEd Online Courses: Each FuelEd course includes content as described in the course catalog. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to FuelEd of the students withdrawal from the course. No other refunds, credits or cancellations are allowed.

Embark Payment and Refund Policy: FuelEd will invoice Customer for One hundred percent (100%) of the fees, as set forth herein. Invoices must be paid prior to Customer receiving access to the program, but in no event later than thirty (30) days after receipt of an invoice. If Customer is dissatisfied with the courses purchased and paid for pursuant to this Order, then for a period of thirty (30) days after Customer initially accesses any courses hereunder, Customer will be entitled to a credit (not a refund). Credits shall be offered on course fees only, not on materials, shipping costs or other applicable fees, and must be used during the Term.

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

LearnBop: Client shall be invoiced upon order for the entire price of the LearnBop license. No refunds unless otherwise noted.

Student Recruitment and Registration: No refunds, credits or cancellations are allowed. Price is per student enrolled in FuelEd FTS Comprehensive Student Licenses as of October 1 of then current period year and FuelEd shall invoice Customer by October 31 of then current period year.

7.Special Termination Provision.

Notwithstanding anything to the contrary in the Terms, FuelEd shall have the right to terminate this Master Services Agreement (i) for convenience with a 90-day written notice to Customer; or (ii) immediately for cause, including for reasons of breach, fraud, or malfeasance, as determined in FuelEd's sole discretion, as well as all other reasons delineated in the Terms. Upon notice of termination, no additional enrollments shall be accepted and termination shall be effective 90 days thereafter or upon student completion of the last course, whichever occurs earlier. FuelEd, in its sole discretion, may extend timelines for student course completion upon request. Termination of the Master Order shall terminate all addenda, although each member school, as

identified by an executed addendum attached hereto, may have the option, at FuelEd's discretion, to execute a contract under similar terms. Additionally, although each School Board may assume the Master Agreement for the purposes of their School Board after such termination, the Customer acknowledges that Customer remains responsible for payment in full for any orders placed prior to termination. The Master Agreement and individual School Board addenda shall survive the termination of other School Board Addenda.

DRAFT