



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH EDMENTUM, INC.
RESULTING FROM SOLICITATION NO. 0900000281**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Edmentum ("Edmentum") in connection with Solicitation 0900000281 ("Solicitation") and is effective January 25, 2018.

Recitals

Whereas, the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Statewide Virtual Charter School Board ("State") issued a Solicitation for proposals to provide qualified vendors for providing online course curriculum for K-12 education, as more particularly described in the Solicitation;

Whereas, Edmentum submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Edmentum have negotiated the final terms under which Edmentum will provide the online course curriculum and related services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Edmentum as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Negotiated Exceptions and Additional Terms to the Solicitation";

- ii. revisions to Edmentum Standard Service Purchase and Software License Terms as contained in Attachment B to this Addendum, titled "Edmentum Standard Service Purchase and Software License Terms" including Exhibit A to Attachment B, titled "Customer Privacy Policy";
- iii. revisions to Edmentum Order Form as contained in Attachment C to this Addendum, titled "Edmentum Order Form.

Contract Documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions. For avoidance of doubt, the document titled "Exceptions to Solicitation Terms and Conditions" submitted with Apex's response is superseded in its entirety by this Addendum.

2.3.

State of Oklahoma

By: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: _____

2-7-18

Edmentum, Inc.

By: _____

Name: _____

Title: _____

Date: _____

JAMES STEWART

CFO

1/26/18

**Attachment A to
Addendum 1 to
State of Oklahoma Contract with EDMENTUM, INC.
Resulting from Solicitation Number 0900000281**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions and additional terms submitted by Edmentum, Inc. or discussed by the parties.

Solicitation, Section A General Provisions, Subsection A.45.1 through A.45.7 is hereby deleted in its entirety and replaced with the following:

As between Supplier and the State, any Work Product and intellectual property rights therein are and shall be owned exclusively by the State, and not Supplier. Supplier specifically agrees that any Work Product shall be considered "works made for hire" and that any Work Product shall, upon creation, be owned exclusively by the State. To the extent that any Work Product exists, which, under applicable law, may not be considered works made for hire, Supplier hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the State all right, title and interest in and to all ownership rights and all Intellectual Property Rights in such Work Product, without the necessity of any further consideration, and the State shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and the State do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. The State shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and the State, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. Other than any Work Product that may be agreed to be provided by Supplier to State under a future Statement of Work executed by the parties, the State accepts that (i) the State is not provided any ownership or other rights in the Software and Services provided by Supplier, other than a fixed term license to access and use in accordance with the Contract and (ii) no license or other right is granted State under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

The term ("Work Product") means any and all deliverables specifically produced by Supplier solely for the State under a document titled a "Statement of Work" that is executed by the parties and issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived solely for such Statement of Work deliverables, including any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials,

schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all intellectual property rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of the State in connection with the Statement of Work for the deliverables.

Solicitation, Section A General Provisions, Subsection A.14 is hereby deleted in its entirety and replaced with the following:

Upon submission of an accurate and proper invoice, the invoice will be paid by Customer within thirty (30) days of receipt. Supplier will issue the invoice upon receipt of Customer's Purchase Order. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. Customer's Purchase Order will not include any terms that enhance the costs or exposures to Edmentum beyond those agreed to in the Contract. State Acquisitions are exempt from sales taxes and federal excise taxes. Interest on any late payments shall be calculated in accordance with 62 O.S. § 34.62.

Solicitation Section A General Provisions, Subsection A.15 is hereby deleted in its entirety and replaced with the following:

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of five (5) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the five-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the five (5) year retention period, whichever is later.

Solicitation, Section B Special Provisions, Subsection B.3 is hereby deleted in its entirety and replaced with the following:

Supplier warrants that the Software and other deliverables are subject to the express warranties stated in the Contract. The Software is not warranted to be error-free. The Supplier does warrant that the Software will perform in accordance with the Software Operability provision of Attachment B to Addendum 1. Supplier's web-based Software will not be available during scheduled maintenance in accordance with Software Operability provision of Attachment B to Addendum 1. State acknowledges that Supplier has the right to update, replace, or modify Supplier's products periodically so long as Supplier provides Customer with advance notice. Supplier shall provide State with twenty-four (24) hours advance notice in the event that an emergency update, replacement, or modification is needed. Supplier shall provide State with seven (7) days advance notice for any routine update, replacement, or modification that is needed.

Supplier and State acknowledge and agree that any updates, replacements, or modifications that more than insignificantly modify the courses provided shall first be approved in writing by the Statewide Virtual Charter School Board ("SVCSB"). Supplier shall provide sufficient detail for SVCSB Course Reviewers to determine whether the course continues to satisfy all requirements. Failure to obtain written approval may result in removal of the course from the approved catalog.

Solicitation, Section B Special Provisions, Subsection B.15. is hereby added:

The State requires any entity hosting Oklahoma client data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach.

Solicitation, Section B Special Provisions, Subsection B.16. is hereby added:

Upon Customer's request, Supplier's sales representative will prepare and provide Customer Quotes. Quotes will be provided by using the Order Form in the format set forth in Attachment C of Addendum 1.

Attachment B to
Addendum 1 to
Contract Resulting from
Solicitation No. 0900000281

The Standard Service Purchase and Software License Terms are hereby amended as set forth below and supersedes all prior documents submitted by Edmentum or discussed by the parties.



STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions (the "**Standard Terms**") is a Contract Document in connection with the contract issued as a result of Solicitation No. 0900000281 (the "Contract"), the terms of which are incorporated herein, and is entered into between Edmentum and the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Statewide Virtual Charter School Board ("SVCSB" or "State").

These Standard Terms apply to the digital curriculum solutions for K-12 education that a Customer is licensing ("Software") and related services ("Services") that a Customer is purchasing, both to the extent as identified on an Order Form or Quote. The Agreement for the Software and the Services (the "Agreement") consists of these Standard Terms and the applicable Quote (which references the Software licensed and the Services purchased, term, pricing, and other terms of the order). The Agreement is applicable to the Software and/or Services to be provided to a school, school district or other education institution or organization ("Customer", "you" or "your") by Edmentum ("Edmentum", "we", or "us") pursuant to an order under the Solicitation by Customer ("Order Form" or "Quote").

Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under the Agreement will be subject to our Privacy Policy which is attached hereto as Exhibit A

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement so long as we have provided you with a thirty (30) day notice to cure any breach.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license. In the event Edmentum does terminate access to any Software under the prior sentence, Edmentum shall give Customer sixty (60) days written notice of the intent to terminate access to the Software at issue and the transition to alternative Software.

1.2 Restrictions. You and your Users will use the Software solely for the purposes set forth in the Contract and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by the Contract; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "**Outage Period**" means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at <http://www.edmentum.com/support>) ("System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. In the event the System Requirements are changed by Edmentum, Edmentum shall give Customer thirty (30) days notice of the change to the System Requirements. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. Any usage of Customer Data shall be in accordance with the Edmentum's confidentiality obligations set forth in 6.2 of these Standard Terms.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use or modify Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain Software enables you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

2.0 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. We also warrant that the Services, including with limitation any information delivered as part of the Services, will be delivered, provided, and performed in a professional and workmanlike manner; the Software and Services and any information or content delivered or furnished by Edmentum will be in compliance with all applicable laws, regulations, and judicial orders.

3.0 This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. **THIRD PARTY SOFTWARE AND SERVICES.** The following terms and conditions will apply to all Third-Party Software and Third Party Services.

3.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

4.0 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

5.0 HOSTING; DATA SECURITY; AND BREACH OBLIGATIONS

5.1 Security.

5.1.1 Generally, Edmentum will implement and use commercially reasonable security measures, consistent with industry standards, to provide security for the Software and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communication between the hosting environment and Customer's browser. Notwithstanding anything in these Standard Terms or the Contract Documents to the contrary, Edmentum has no obligation with respect to an unauthorized access or communication caused by State, Customer or their respective employees, agents or students.

5.2 Viruses. Edmentum represents and warrants to the Customer that the Service and hosting equipment will be routinely checked with a

commercially available, industry standard software application with up-to-date virus definitions. The first check will take place before first use by the Customer. Edmentum will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Edmentum will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to the Customer by Edmentum, Edmentum will promptly notify the Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Edmentum has used to remediate the virus.

5.3 Incident Response Edmentum may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with Customer should be handled on an urgent as-needed basis, as part of Edmentum communication and mitigation processes and mutually agreed upon, defined by law or contained in the Contract. Notwithstanding anything in this Agreement or the Contract to the contrary, Edmentum is only responsible for security incidents, data breaches or security breaches that are caused by Edmentum failing to satisfy its obligations under this Agreement and/or the Contract and Edmentum is not responsible for security incidents or security breaches caused by State, Customer or their respective employees, agents or students.

5.4 Security Incident Reporting Requirements. Edmentum shall inform Customer of any security incident or data breach. Edmentum shall report a security incident to the Customer identified contact set forth herein immediately as defined in this Agreement.

5.5 Breach Reporting Requirements. If Edmentum has actual knowledge of a confirmed data breach that affects the security of any of Customer's content that is subject to applicable data breach notification law, Edmentum shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5.6 Breach Responsibilities: This section only applies when a data breach occurs with respect to Customer Data within the possession or control of Edmentum.

5.6.1 Edmentum, unless stipulated otherwise, shall notify the Customer identified contact set forth herein by telephone in accordance with the agreed upon security plan or procedures if it reasonably believes there has been a security incident.

5.6.2 Edmentum, unless stipulated otherwise, shall promptly notify Customer identified contact within 2 hours or sooner by telephone, unless shorter time is required by applicable law, if it conforms that there is, or reasonably believes that there has been a data breach. Edmentum shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

5.6.3 Unless otherwise stipulated, if a data breach is a direct result of Edmentum's breach of its obligation in the Contract to encrypt Customer Data or otherwise prevent its release, Edmentum shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach.; and (5) complete all corrective actions as reasonably determined by Edmentum based on root cause.

6.0 PROFESSIONAL SERVICES. Intentionally Omitted.

6.1 Acceptance of Services and Warranty. Intentionally Omitted.

7.0 GENERAL TERMS

7.1 Fees and Payment

7.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form in accordance with Oklahoma law and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations set forth in the Contract. Except if specified in the Contract, all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate so long as Edmentum has first provided Customer with a fifteen (15) day notice to cure. Notwithstanding the foregoing, State and Customer does not waive their right to sovereign immunity.

7.1.2 Acceptance. All Software will be deemed accepted thirty (30) days after our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement.

7.2 Confidentiality

7.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

7.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement.

7.2.3 Compelled Disclosure and Public Disclosure. The parties acknowledge that Customer and State are subject to certain laws governing the disclosure of public records. Customer and State agree that it will not disclose Edmentum's Confidential Information to any third party except and to the extent that Customer and/or State is required to do so under applicable public disclosure laws.

If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

7.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

7.2.5 FERPA and Confidentiality.

7.2.5.1 To the extent that Customer inputs any data containing Customer student personally identifiable information ("PII") into the Software Edmentum agrees to comply with all applicable state and federal laws relating to such PII, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99).

7.2.5.2 Student data released to Edmentum will be limited to data points specifically listed in these Standard Terms, although in no case will Customer withhold student data from Edmentum to the extent that Edmentum requires such student data to satisfy its obligations identified in the Contract Documents. If Edmentum determines that there is a legitimate need to receive or access additional student data, Edmentum shall submit a written request to Customer detailing the data needed and state the purpose of the disclosure. If Customer determines that access is necessary and appropriate, these Standard Terms may be modified in accordance with the request. No additional data shall be provided until these Standard Terms is modified to reflect the additional data disclosures.

7.2.5.3 Edmentum will safeguard the confidentiality of all data received pursuant to the Agreement, place internal limitations on its access, and maintain compliance with all applicable privacy laws with respect to student data it receives from Customer. Edmentum shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

7.2.5.4 Edmentum may use student data from education records to perform contractual duties as required by the Contract. Edmentum will not publish any results generated or containing student data.

7.2.5.5 Edmentum shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks required by Edmentum under the Contract and/or Order Form shall be entitled to access PII. Edmentum shall take steps to maintain the confidentiality of PII that Customer inputs into the Software.

7.2.5.6 These Standard Terms does not constitute a release of student-level data for Edmentum's discretionary use. Access to (or disclosure of) confidential student information contained from education records pursuant to the terms of these Standard Terms shall not constitute an assignment of ownership of the information provided. Customer retains all ownership rights to the student data transferred to Edmentum pursuant to the Contract, and Edmentum shall not obtain any right, title, or interest in any of the data furnished by Customer, other than the right to use such data in accordance with the Contract to satisfy its obligations under the Contract and/or Order Form or as required by applicable law.

7.2.5.7 Data transferred to Edmentum pursuant to this agreement may only be used by Edmentum to carry out Edmentum's responsibilities throughout the duration of the projects, task and assignments specified in the Contract and/or Order Form. Any unauthorized use of the data files by Edmentum beyond the terms specified in the Contract and/or Order Form is not permitted. Edmentum shall not use the data for purposes other than the projects, tasks and assignments identified in the Contract Documents, including herein.

7.2.5.8 Edmentum shall immediately notify Customer if there is any unauthorized access or breach to the data provided by Customer and take reasonable steps to mitigate any breach. In the event a breach occurs, Edmentum will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

7.2.5.9 Customer shall be notified immediately if Edmentum receives a request from someone other than Customer for the student data containing PII provided to Edmentum by Customer. If Edmentum becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Edmentum shall use all reasonable efforts to provide Customer with prior notice before disclosure (to the extent legally permissible) so that Customer may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Edmentum shall only disclose that portion of the confidential PII that it is legally required to disclose.

7.2.5.10 Edmentum may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Contract. Edmentum shall ensure, by written agreement, that any contractor or subcontractor engaged by Edmentum remains in compliance with any applicable provisions of FERPA.

7.2.5.11 Customer may immediately terminate this Agreement upon written notice to Edmentum to the extent that Edmentum intentionally breaches any of its data security and confidentiality obligations identified herein.

7.2.5.12 Upon Customer's written notification to Edmentum of a breach by Edmentum of the data security and confidentiality provisions set forth herein, Customer will not release any additional PII to Edmentum until corrective procedures have been

implemented to ensure further breaches do not occur.

- 7.2.5.13** Upon completion of the services detailed in this agreement or upon termination of this agreement, Edmentum shall promptly destroy all PII that was disclosed by Customer and provided to Edmentum for the purposes detailed in the Agreement. Within ten (10) days of destruction, Edmentum shall provide written notification to Customer of the date and method of destruction of these records.

7.3 Indemnities

- 7.3.1 Our Indemnification of You.** We will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:
- a. For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.
 - b. For Infringement.** Our indemnity covers Claims alleging that your Users use of the Software in accordance with the terms of the Agreement, or any Materials furnished by us in connection with the Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period.
 - c.** If an action is brought against Customer for which indemnity of the Customer is provided under the the Contract, Customer will send reasonably prompt written notice to Edmentum specifying the nature of the action and the total damages or other relief sought and to the extent authorized by the Attorney General of the State, allow Edmentum to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Edmentum, Edmentum shall be granted authorization to equally participate in any proceeding related to this section but Edmentum shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State, subject to Section 7.6.

- 7.4 Care of Customer Data.** We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss. Nothing in this provision shall be deemed to limit Edmentum's obligations set forth in Section 5 of these Standard Terms.

- 7.5 Force Majeure.** The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of the Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of the Agreement upon written notice.

7.6 Disclaimers, Limitations and Exclusions.

- 7.6.1 Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.6.2 Limitation of Liability

In no event shall either party have liability with respect to its obligations under the Contract for special, consequential, exemplary, incidental, punitive, liquidated or indirect damages for or loss of business profits. Edmentum's maximum aggregate liability to the State, Customer, State and Customers employees, agents and students and any and all third party individuals, entities and administrative and regulatory agencies (collectively "Potential Claimants"), related in any manner to the Contract, Contract Documents, Order Forms and Edmentum's and its employees and agents actions or inactions under the foregoing, including but not limited to, liability arising out of contract, negligence, indemnification, equity and strict liability in tort, shall not exceed in the aggregate the total amounts actually paid by Customers to Edmentum under the Contract. For clarification, the definition of Potential Claimants used in the preceding sentence is not meant to expand those parties that Edmentum may have liability to and the parties agree that such definition shall not be so used or interpreted. Edmentum reserves the right to continue to state that it only has potential liability to the Customer and to none others.

Notwithstanding the foregoing, the liability cap identified in the prior paragraph shall not apply to any Customer claims based on (i) bodily injury or death to a Customer employee, agent, student or invitee caused by Edmentum, (ii) intentional misconduct by Edmentum or its employees, agents and subcontractors outside of its normal efforts under the Contract, or (iii) Edmentum's indemnification obligations under Section 7.3.1(b). Further, notwithstanding the foregoing, the liability cap identified in the prior

paragraph shall not apply to Edmentum's breach of its data security and confidentiality obligations identified herein, as the cap for breaches of such obligations, in the aggregate, shall equal the greater of (A) the cap identified in the prior paragraph or (B) \$1,000,000.

No provision of this Agreement, or other Supplements, Amendments, or other documents related to the Agreement or Contract, providing for a limitation of liability of Edmentum or other third parties, or indemnification or exculpation of Edmentum or other third parties, shall be enforceable against the State of Oklahoma except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in this Agreement, any Supplement or Amendment to this Agreement, or other documents related to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation in this Agreement, Supplements or Amendments to this Agreement, or other applicable or related documents.

The parties agree that the foregoing limitations of liability are a condition and material consideration for their entry into the Contract.

7.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

7.8 Term and Termination

7.8.1 Term of this Agreement. The Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

7.8.2 Termination for Cause. A party may terminate the Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors. If the Agreement is terminated for cause by Customer based on an uncured material breach by Edmentum, Customer shall be liable only for payments for Software or Services owed prior to the effective date of such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law.

7.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

7.8.4 Surviving Provisions. The following provisions of these Standard Terms will survive any termination or expiration of the Agreement: Section 6.2.1 and 6.2.2 Confidentiality; Section 6.3 Indemnities; Section 6.6, Disclaimers, Limitations, and Exclusions and Section 7.0, Definitions.

7.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign the Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under the Agreement in breach of this section will be void and of no effect. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

7.10 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software.

7.11 Third Parties. There are no third-party beneficiaries to this Agreement.

7.12 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing;; to

Notices to Edmentum must be provided as follows:

Vice President of Sales
Edmentum, Inc.
5600 West 83rd Street, Suite 300
Bloomington, MN 55437
CC – CFO

Notice to the State of Oklahoma is required for the hosting; data security; and breach obligations set forth in Section 4 of this Agreement and the confidentiality obligations set forth in Section 6 of this Agreement.

Chief Information Officer
3115 North Lincoln Blvd.

Oklahoma City, Oklahoma 73105
Telephone No. 405-522-8855

And

Chief Information Security Officer
3115 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone No. 405-522-4531

And

Information Services Deputy General Counsel
3115 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105

Notice to Statewide Virtual Charter School Board must be copied as follows:

OSOCP Specialist
2115 North Lincoln Blvd., Suite 4-37
Oklahoma City, Oklahoma 73105
Telephone No. 405-522-0465

Notice to Customer must be copied as follows:

Name and Title of Customer Contact specified on Quote
Organization specified on Quote
Address specified on Quote

7.13 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

7.14 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

7.15 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

8.0 DEFINITIONS

- **"Concurrent License"** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **"Documentation"** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- **"Materials"** means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **"Named User"** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the

Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement.

- **"Reusable License"** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **"Software"** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term "Software" includes both our Software and Third Party Software.
- **"Professional Services"** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- **"Students"** means those of your students that are provided access to the Software.
- **"Site License"** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Program License"** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **"Subscription Period"** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **"Third Party Software"** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- **"Third Party Services"** means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **"Users"** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you've purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc.).

Exhibit A to Attachment B to
Addendum 1 to
Contract Resulting from
Solicitation No. 0900000281



Customer Privacy

Customer Privacy Policy

Effective Date: July 31, 2015

Edmentum is committed to protecting students' privacy. This Edmentum Online Customer Privacy Policy ("Policy") explains what personally identifiable information we collect from or about students through their use of our Online Learning Programs that our Customers (as defined below) have licensed from us and how we use, disclose, and otherwise process that information. This Policy does not apply to our general purpose website at <http://www.edmentum.com> or to anything other than our Online Learning Programs.

Students' Access to Our Online Learning Programs

Our Online Learning Programs are provided to students under the age of 18 (or through high school graduation to the extent that occurs at age 18 or later) solely through fixed-term subscriptions purchased by schools, school districts, and other educational entities (our "Customers"). Edmentum's Online Learning Programs are not available to students under age 18 except when they are enrolled for access as an authorized user by one of our Customers. Our Customers are required to obtain any and all legally required consents and authorizations from a student's parent/guardian prior to their enrolling for access a student under age 18. Our Customers also dictate which aspects of our Online Learning Programs students are able to access.

Your Consent

By using (or allowing your child/student to use) Edmentum's Online Learning Programs you (on behalf of yourself and your child/student) accept, and agree to be bound by, the terms of this Policy. If you do not accept and agree to the terms of this Policy, neither you nor your child/student may use our Online Learning Programs.

Information We Collect and How We Use It

We collect the following information about students who use our Online Learning Programs:

- Personally identifiable information provided by the Customer who enrolled the student for access, by the student's parent/guardian, or by the student. This information may include information such as the student's name, name of school, grade level, and e-mail address.
- Browser information, such as IP address, the name of a student's operating system, the name and version of a student's browser, the date and time of a student's visit, and the pages the student visits. This information is not personally identifiable, but it can be linked to information that identifies a student, and we reserve the right to do so.
- Tracking information, including information collected by cookies, such as which pages students visit, which links they use, and how long they stay on each page. The tracking information we collect is not personally identifiable but can be linked to information that identifies a student, and we reserve the right to do so. Please note that a student's browser must be set to accept cookies for our Online Learning Programs to be fully functional.

We use the information we collect through our Online Learning Programs for educational, efficacy, program and business enhancement purposes and also for other purposes that are authorized or required by the Customer who enrolled the student for access and/or the student's parent/guardian. For example, we use students' login information to verify their identities, and we track certain activities so that educators know when students have completed assigned tasks. We may use information collected through our Online Learning Programs to improve those tools—for example, we may use information on students' performance to improve the programs' efficacy, we may use browser information to make our tools more compatible with the technology used by students, and we may use cookies to personalize students' experience when using our tools. However, we do not build profiles of students for any purpose other than to support authorized educational purposes (or as authorized by the student's parent/guardian), and we do not use students' information for any marketing or promotional purpose. We reserve the right to use the information we collect for security purposes—for example, to detect intrusions into our network.

Entities With Whom We Share Student's Information

We share students' personally identifiable information with the Customer who enrolled the student for access to our Online Learning Programs. In the event, Edmentum shares such information with vendors, suppliers, licensors and/or subcontractors ("Contractors") that perform services on Edmentum's behalf,

Edmentum enters into agreements with these Contractors that contain confidentiality and non-disclosure provisions requiring that such Contractors maintain the confidentiality of any personally identifiable information that may be disclosed or made available to them so that Edmentum can use Contractor's product or services. All usage or involvement with Customer Data shall be in accordance with the Contract.

Children Under the Age of 13 and COPPA

Our Customers determine which of their students will be enrolled to access and use our Online Learning Programs, and our Customers determine what information about those students they will provide to Edmentum or input into the Online Learning Programs. For students under the age of 13, we require our Customers to obtain any necessary or legally required parental consents before allowing students to access or use the Online Learning Programs. Even then, we do not knowingly collect personal information directly from children under the age of 13. If you have knowledge that a child under the age of 13 has provided personal information to us, please contact us using the information provided below. [Edmentum's COPPA assurance statement can also be accessed here.](#)

Security Measures and Data Retention

All security measures taken and any data retention shall be performed in accordance with the Contract.

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Requests for Access and Deletion of Student's Personally Identifiable Information

Any student or parent/guardian who is interested in accessing the information Edmentum stores about the student should request such information from their student's school (Edmentum's Customer). Likewise, requests to have a student's information modified or deleted should be directed to the student's school.

Edmentum will work with its Customers to respond to all reasonable requests for access, modification, or deletion that the Customers receive and will comply with all applicable laws regarding data retention/destruction. However, there are various circumstances when Edmentum may deny a request for access, modification, or deletion, including (but not limited to) when Edmentum believes that applicable law or a court order requires it to retain information, when Edmentum believes that retention of the information is necessary to protect its rights, or when the request extends to backed-up, electronically stored records, the destruction of which would be unreasonably burdensome.

Links to Other Web Sites

Our Online Learning Programs may contain links to third-party web sites. These web sites are independently owned, controlled, and/or managed web sites whose content we believe will be of possible interest and value to our Customers and their students. However, Edmentum does not control these sites or their data privacy and security practices. Once you leave our Online Learning Programs, the use of any information you provide is governed by the privacy policy of the operator of the site you're visiting. That policy may differ from ours. We specifically recommend that children check with their parents or teachers before clicking links to any third-party sites.

Edmentum Assurances Related to the Family Educational Rights Privacy Act

Edmentum will perform pursuant to the terms of the Contract as it relates to the Family Education Rights Privacy Act ("FERPA").

Protection of Pupil Rights Amendment ("PPRA")

The programs and activities of our Customers that receive funds under any program funded by the U.S. Department of Education may obligate our Customers to satisfy certain PPRA obligations. Edmentum does not administer to our Customer's students any surveys or analysis concerning any of the PPRA protected areas nor does Edmentum intentionally collect any student information related to such administration.

Student Privacy Pledge

Edmentum is a current signatory to the Student Privacy Pledge. As a signatory, Edmentum uses commercially reasonable efforts to comply with the commitments made as a signatory. Specific details on the Pledge can be found at <http://www.studentprivacypledge.org>.

Changes to This Policy

If this Policy changes, the revised policy will be posted on our website. This Policy may be changed provided that such change does not enlarge or add to the obligations of State, Customer, or Customer User; result in a material reduction in services provided by Edmentum; or materially alter the terms of the Contract.

Contact Information

Please contact us at privacy@edmentum.com if you have any questions or comments about this Policy. You can also contact us by general mail or phone listed below. General comments about our web site can be directed to info@edmentum.com.

General Mail

Edmentum
5600 W 83rd Street, Suite 300
8200 Tower
Bloomington, Minnesota, 55437

Toll-Free Number

800.447.5286



ORDER FORM

Date:

Order Number

Revision:

Order Form Expiration Date:

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Attachment C to
Addendum 1 to
Contract Resulting from
Solicitation No. 0900000281

The Order Form is hereby amended as set forth below and supersedes all prior documents submitted by Edmentum or discussed by the parties.

Customer and Billing Address

Customer No.:

Customer Name:

Billing Address:

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Discount Applied	Extended Price

		Subtotal:	\$0.00
		Estimated Tax:	\$0.00
		Total US Funds:	\$0.00
SAVE on multiple year subscriptions! (please indicate your preference below)			
		1 Year (0% Additional Discount)*:	\$0.00
		2 Year (5% Additional Discount)*:	\$0.00
		3 Year (10% Additional Discount)*:	\$0.00

*

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be the date set forth on the Quote.(

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment in accordance with the terms of the Contract..





ORDER FORM

Date:

Order Number

Revision:

Order Form Expiration Date:

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that the Agreement is non-cancellable to the extent set forth in the Contract and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.





ORDER FORM

Date:
Order Number
Revision:
Order Form Expiration Date:

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I am authorized to accept this offer on behalf of the Customer identified above and I do accept this offer and agree to adhere to the terms and conditions identified and referenced within. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

