

**AMENDMENT TWO
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND WOODLAND SCHOOL DISTRICT 404**

This amendment effective on execution by both parties (“**Amendment Two**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of June 5, 2012 (the “**Agreement**”), as previously amended, 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 Woodland School District 404, with its principal place of business at 800 Second Street, Woodland, WA 98674 (“**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 under 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 July 31, 2021.

B. Notices: Client’s contact information is updated to the information stated in the following table:

	Client Contact
Name, Title	Michael Green, Superintendent
Organization	Woodland School District 404
Address	800 Second Street
City, State, Zip	Woodland, WA 98674
Phone	360-841-2700
Facsimile	360-841-2701

C. Access to Apex Curriculum:

- Apex Learning will provide Client with unlimited enrollments in High School Courses district-wide during the period August 1, 2018 through July 31, 2021.

Price: \$55,500.00

- The price for the Apex Curriculum does not include any Course Materials. A list of Course Materials offered for sale by Apex Learning can be found at http://www.apexlearning.com/info/materials_list.pdf. There are no returns, credits, or refunds on Course Materials purchased.

D. Payment Schedule: Client will pay Apex Learning according to the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$18,500.00 on August 1, 2018.
- Apex Learning will invoice Client in the amount of \$18,500.00 on August 1, 2019.
- Apex Learning will invoice Client in the amount of \$18,500.00 on August 3, 2020.

[Remainder of this page intentionally left blank.]

Agreed.

Apex Learning Inc.

By: _____

Print Name: Cheryl Vedoe

Title: CEO

Date: _____

Woodland School District 404

By: _____

Print Name: _____

Title: _____

Date: _____