

**AMENDMENT ONE**  
**TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN**  
**APEX LEARNING INC. AND PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

This amendment effective August 1, 2020 (“**Amendment One**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of August 1, 2019 (the “**Agreement**”) between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Palos Verdes Peninsula Unified School District, with its principal place of business at 375 Via Almar, Palos Verdes Estates, CA 90274 (“**Client**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement remain in full force and effect. In consideration of the covenants and conditions set forth in this Amendment One and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

**A. Term Extension:** The Agreement Term is extended through July 31, 2021.

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

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

The following withdrawal policy applies to ALVS enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
- If a student is withdrawn from a course on or before the 28th day of the course, Client will receive a credit equal to the purchase price for the enrollment less a non-refundable administration fee of \$75.00.
- If a student is withdrawn from a course after the 28th day of the course, Client will not receive any credit.

2. **ALVS 10-week Credit Recovery Enrollments:** Client may enroll students in ALVS prescriptive courses for credit recovery for up to 10 weeks at \$175.00 per enrollment.

The following withdrawal policy applies to ALVS 10-week credit recovery enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
- If a student is withdrawn from a course on or after the course start date, Client will not receive any credit.
- Any credit balance for ALVS and/or ALVS 10-week credit recovery enrollments must be used within 12 months of the date the credit is issued and may be applied toward the purchase of any Apex Learning products or services. There are no refunds.
- The price for the Apex Curriculum does not include any Course Materials that may be required for certain courses.

**C. Professional Services:** Client may purchase professional services at the following prices:

- Onsite:
  - *Price:* \$2,200.00 per 6-hour session.
- Web conference:
  - *Price:* \$600.00 per 3-hour session.

**D. Course Materials:** None purchased.

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

**E. Invoice Schedule:** Apex Learning will invoice Client by the fifth business day of each month through August 6, 2021 for (i) ALVS Enrollments and/or ALVS 10-week Credit Recovery Enrollments accepted by Apex Learning in the prior month and (ii) any Professional Services and/or Course Materials purchased by Client in the prior month, less the amount of any applicable credit.

Agreed.

**Apex Learning Inc.**

**Palos Verdes Peninsula Unified School District**

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

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

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

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

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

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

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

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