

ADDENDUM TO
EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT
BETWEEN THE
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
K12 FLORIDA LLC

This Addendum (this "Addendum"), dated as of April 27th, 2011 (the "Addendum Effective Date"), is between the School Board of Sarasota County, Florida ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Addendum incorporates and is subject to the Educational Products and Services Agreement entered into by the parties on or about September 22, 2010 (the "Terms").

The parties agree that, as authorized by Sections 1.1 and 1.2 of the Terms, the following Educational Products and Services will be provided to Customer, in addition to those set forth in the Terms. In the event that any of the terms, conditions or provisions of this Addendum are inconsistent or incompatible with any terms, conditions or provisions of the Terms, the following order of precedence shall apply with respect to the Educational Products and Services set forth in this Addendum: 1) this Addendum, and 2) the Terms. The prices set forth in this Addendum are in addition to those set forth in Section 4.1 of the Terms. Invoices for the Educational Products and services set forth in this Addendum shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from the date of an invoice.

1. Period. Select one:

- Subscription for the Period from July 1, 2011 through June 30, 2012 and any Renewal Term.

2. Territory. Students served by the School Board of Sarasota County, Florida.

3. Description of Educational Products. Customer will be provided the Educational Products specified in this Order.

- Aventa Original Credit and Credit Recovery Courses.*

The available Aventa licensed online educational courseware. Aventa 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. All materials, assessments, and teacher guides provided directly by Aventa are included.

4. Description of Services. Customer will be provided the following Services under this Order:

Instructional Services: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

Aventa Hosting Solution:

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

Aventa Non-Hosting Solution:

A copy of all applicable Aventa courses via tangible media (i.e., CD or DVD) or electronic delivery methods for use within Customer's learning management system software ("LMS") solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs. Customer agrees that (i) it is solely responsible for obtaining all necessary rights in and to, and the maintenance of, any such LMS and that (ii) Aventa shall not be responsible for the hosting of or any issues related to such LMS, including without limitation the interoperability of any Aventa courses with such LMS. The parties agree that in connection with any electronic delivery of courses, Customer shall cooperate with Aventa and provide all necessary assistance to facilitate Aventa's access to Customer's LMS. Customer may make up to two archival copies of the Aventa courses provided pursuant to this paragraph solely for backup purposes as permitted by 17 U.S.C. § 117. Customer shall maintain books and records in connection with its use of the Aventa courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 for any given audit period, then Customer shall, in addition, reimburse to K12 the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 in accordance with its then current practices, may request that Customer deliver to K12 in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

Aventa Teacher Training

Online Teacher Training: Teacher Training, 2 Hour Virtual Session

Online Mentor Training: required for Customer's Purchasing Aventa Credit Recovery

In-Person Training: 1 day onsite

5. **Description of Other Related Products**

- Hardware: Customer is provided, for each student requested by Customer, a computer, monitor, printer and software appropriate for access to the K12-provided student courses and curriculum. Upon the earlier of student withdrawal or termination of the Agreement, K12 will provide families with pre-paid shipping labels to return computers, monitors, printers and software, and families shall be responsible for returning same. Customer is not responsible for a family's failure to return hardware or software.*

6. **Fees.** For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

- Aventa Subscription License (Per Enrollment):*

Aventa provides a 28-day grace period for students who enroll. If a student withdraws within 28 days from when the student enrolls, Aventa will refund 100% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

AP Online Courses \$329.00 / Course Seat (Includes course, Aventa Hosting Solution, and Instruction)

Online Courses \$299.00 / Course Seat (Includes course, Aventa Hosting Solution and Instruction)

Online Courses \$50.00 / Course Seat (Includes course and Aventa Hosting Solution)

- Aventa Teacher Training**

- Online Mentor Training: required for Customer's Purchasing Aventa Credit Recovery**
\$0.00 per hour

- In-Person Training:**
Billed at setup. No refunds, credits or cancellations are allowed.
\$2,500 per day

- In-Person Program Training***
Customer is responsible for providing the facility and for travel, hotel and other reasonable expenses for the trainer. Billed at setup. No refunds, credits or cancellations are allowed.
\$3,500.00 per day for ___ staff

- Online Program Training***
Billed at setup. No refunds, credits or cancellations are allowed.
\$250.00 per hour

Hardware:

Thirty percent (30%) billed at student enrollment, with the remainder billed in equal installments over ten (10) months. These annual costs are credited or refunded, as appropriate, for cancellations only if the hardware has not yet shipped. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from all courses. No other refunds, credits or cancellations are allowed.
\$525.00 per student – desktop computers
\$725.00 per student – laptop computers

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.

_____ (signature) _____ (date)

_____ (print name) _____ (title)

Accepted by K12:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

DOCUMENT APPROVED FOR LEGAL CONTENT

6-29 2011, BY

A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, CRAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

SIGN AST