



This Online Educational Products and Services Order (this "Order"), dated as of 10/1/2019 (the "Order Effective Date"), is between Black Horse Pike Regional School District, 580 Erial Rd, Blackwood, NJ 08012 ("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.fueleducation.com/fuel-education-products-and-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. 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.

Accepted by Customer:

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

Accepted by FuelEd:

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

1. **Period:** 10/1/2019 through 9/30/2020 and is not eligible for a renewal period.
2. **Territory:** Students served by Black Horse Pike Regional School District, NJ
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

QTY	Product	Product Description	Unit Price	Total Price
1	Middlebury Interactive Annual Site License	Annual Middlebury site license which grants unlimited access during an annual period to all students in one school building for all Middlebury courses in the catalog. Includes content and hosting.	\$15,000.00	\$15,000.00
1	Instructional Services Team ("IST") Grading Services	Customer will be provided licensed teachers for grading of graded activities in Middlebury Interactive World Language courses for up to three hundred (300) students per school building per year.	\$9,000.00	\$9,000.00
1	Training: Webinar	Access to one online synchronous professional development session for up to 35 users in a district. . *Some exceptions may apply due to program selected	\$2,500.00	\$2,500.00
			Total:	\$26,500.00

4. Description of Educational Products.

Middlebury Interactive Languages ("MIL") Courses: Each MIL course includes content as described in the course catalog. MIL 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.

5. Description of Services.

IST Grading Services: Customer will be provided licensed teachers IST grading services as described in Section 3 above.

Professional Services: Customer will be provided with professional services as described in Section 3 above. On-Site professional services include the cost of reasonable travel and accommodations. If Customer requests additional professional services outside the scope of those provided in Section 3 above, the Customer will be presented with an estimate of additional costs for Customers approval in advance of undertaking the requested change of scope.

6. Billing Terms.

Services Billing Terms: Services shall be invoiced upon order with payment due within thirty (30) days of Customer's receipt of invoice. No refunds except as otherwise noted.

Site & Enterprise License Terms: Customer will be invoiced for all Site and/or Enterprise licenses within 30 days of signature of this Order. No other refunds, credits or cancellations are allowed. Standard payment terms are Net 30 days.