

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of April 25th, 2011 (the "Order Effective Date"), is between Clay County School Board, 900 Walnut Street, Green Cove Springs, FL, 32043 ("Customer") and K12 Virtual Schools LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.k12.com/educators/sy2011_contract on the date that this Order bears the signatures of both Customer and K12. 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.

_____ (signature) _____ (date)

_____ (print name) _____ (title)

Accepted by K12:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

1. **Period.** Select one:

Subscription June 1st, 2011 through September 1st, 2012.

2. **Territory.** Students served by Clay County School Board, FL.

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.

- Full-time Program with students taking 4 to 6 courses
- Courses-only for students taking 1 to 3 courses (not eligible for recruitment or program training)

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.

5. **Description of Other Related Products**

RESERVED

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 Credit Recovery Online Courses:

\$667 per Block of 10 Reusable Annual User Seats (price is for a 3 month term).

"Reusable Annual User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student. Customer may at its option purchase Blocks by submitting a purchase order to K12 indicating the number of Blocks purchased. The parties agree that no terms or conditions set forth in the purchase order shall be binding on K12 other than the number of Blocks ordered. The term shall be three months from the date of the purchase order. Customer will be invoiced upon receipt of an order for credit recovery blocks. Aventa does not provide refunds with the Credit recovery program. By its very nature if a student drops from a course the concurrent user seat is then open for a new enrollment.

Aventa Training

Online Mentor Training: 2 Hour Virtual Session (required for Customer's Purchasing Aventa Credit Recovery)

Billed at setup. No refunds, credits or cancellations are allowed.
\$0.00 per two hour session