

ADDENDUM TO AGREEMENT DOCUMENTS

THIS ADDENDUM TO AGREEMENT DOCUMENTS (this “Addendum”) is made, entered into and effective as of Sept. 5, 2015 (“Effective Date”), by and between **NEW PERSPECTIVES ONLINE, LLC**, a Delaware limited liability company (“NPO”), and _____ (“School”), and modifies the Terms and Use, as amended, modified or supplemented from time to time (the “Terms of Use”), the Service Agreement, as amended, modified or supplemented from time to time (the “Service Agreement”), and the other documents between the parties (collectively, and together with the Terms of Use and the Service Agreement, the “Agreement Documents”).

WHEREAS, NPO and School desire to modify the Agreement Documents by entering into this Addendum;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein and in the Agreement Documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term**. Unless terminated earlier pursuant to the terms of this Addendum, the initial term of this Agreement shall commence as of the Effective Date and terminate on August 31, 2016 (the “Initial Term”). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a “Renewal Term”).

2. **Termination at School’s Election**. School may terminate this Addendum and the Agreement Documents at any time upon ten (10) days written notice to NPO. In the event of any such termination, School shall not be entitled to any refund of previously paid fees for use of the Site, including the Annual Subscription Price (as defined below).

3. **Subscription Price**. As consideration for use of the Site and the services provided on the Site, School shall pay to NPO an annual subscription price during the Initial Term of \$2,000, and then \$2,000 per year for each Renewal Term (the “Annual Subscription Price”). The Annual Subscription Price for the Initial Term shall be due and payable to NPO no later than thirty (30) days following the execution of this Addendum by the parties. Thereafter, the Annual Subscription Price shall be due and payable to NPO at least ten (10) days prior to the beginning of each Renewal Term. The Annual Subscription Price shall include all content and regular updates on the Site. If School declines to renew, the early bird agreement as specified in this addendum will be terminated.

4. **Learning Modules**. The learning modules of the Site shall be released in accordance with the timeline set forth on **Schedule 1** to this Addendum. In the event that NPO fails to release the modules in accordance with the timing set forth on **Schedule 1**, then School shall have the right to terminate this Addendum and the Agreement Documents and receive a full refund from NPO of the Annual Subscription Price for the Initial Term.

5. **Entire Agreement**. This Addendum and the Agreement Documents contain the entire agreement of the parties with regard to the matters set forth herein or therein. In the event of any conflict between the Agreement Documents and this Addendum, this Addendum shall control in all respects.

6. **Full Force and Effect**. Except as expressly modified hereby, the Agreement Documents (available on NPO’s website at www.NewPerspectivesOnline.net) shall continue unamended and in full force and effect in accordance with its terms. By executing this Addendum, School hereby agrees to be

bound by the Terms of Use, the Service Agreement, the privacy policies of NPO and the other rules and policies posted on NPO's website from time to time.

7. **Counterparts**. This Addendum may be signed in one or more counterparts which, when taken together, shall constitute one and the same instrument. This Addendum may be delivered by facsimile, .pdf format or other electronic means, any of which shall constitute an original document.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed and delivered to be effective as of the date first above written.

"NPO":

NEW PERSPECTIVES ONLINE, LLC

By: _____

Name: _____

Title: _____

"SCHOOL":

By: _____

Name: _____

Title: _____

SCHEDULE 1

LEARNING MODULES

In September 2015, the following professional development modules will be available:

- *Representation and Minilessons through the grades: K-6*
- *Organizing and Collecting* (Grades K-2)
- *The Big Dinner* (Grades 3-5)
- *Field Trips and Fund-Raisers* (Grades 4-6)

Prior to December 31, 2015, NPO will release platform updates that will contain the above professional development modules, as well as professional development modules for the following 6 *Context for Learning Mathematics* (CFLM) units:

- *Measuring for the Art Show* (Grades K-2)
- *The Teacher's Lounge* (Grades 3-5)
- *Exploring Parks and Playgrounds* (Grades 4-6)
- *Ages and Timelines* (Grades K-2)
- *The Box Factory* (Grades 3-5)
- *Best Buys, Ratios and Rates* (Grades 4-6)