


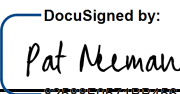


This Online Educational Products and Services Order (this "Order"), dated as of 8/1/2022 (the "Order Effective Date"), is between Pecos Cyber Academy, 1503 West Pierce Street, Carlsbad, NM 88220 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates 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

DocuSigned by:
 Signature:  Date: 5/25/2022
 Name (Print): Kyla Anderson Title: Board President

Accepted by FuelEd:

DocuSigned by:
 Signature:  Date: 5/27/2022
 Name (Print): Pat Neeman Title: VP Finance

- 1. Period:** 5/24/2022 through 6/30/2023 and is not eligible for a renewal period.
- 2. Territory:** Students served by Pecos Cyber Academy, NM
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Qty	Product	Product Description	Unit Price
As Ordered	K12 Grades 6-12 Full-time Premier Enrolled Student License (Content and Hosting)	License for a single student to enroll in five (5) or six (6) grade 6-12 courses per semester. K12 Standard and Premier Online Course catalog available. Includes content, hosting, physical materials and leased student laptop with a K12 laptop bag. Instruction ordered separately.	\$2,000.00 Per Student (Invoiced \$499.00 upon enrollment and \$166.78 per month for nine (9) months)
As Ordered	K12 6-12 Premier Annual Course License (Content and Hosting)	License for a single student to a K12 grade 6-12 annual course. K12 Standard and Premier Online Course catalog available. Includes content, hosting and materials. Instruction ordered separately. For avoidance of confusion, students enrolled in less than five (5) courses are considered part-time.	\$300.00 Per Enrollment (Invoiced \$100 upon enrollment and \$25.00 per month for eight (8) months)
15	Training: Webinar (Administrators/Teachers)	Access to one (1) two (2) hour online synchronous professional development session for up to 35 users in a district.	\$0.00
As Ordered	Teacher Laptop and Printer	One (1) Leased Laptop and Printer for teachers/administrators.	\$549.00 (Invoiced \$61.00 per month for nine (9) months)
1	Full Time School Implementation	Implementation & onboarding of new Full-Time School program.	\$0.00
As Ordered	K12 Grade 6-8 Short Term Substitute Teacher	One (1) Stride Learning Solutions dedicated Substitute Teacher for one (1) day of instruction. Teacher will be a Credentialed Licensed New Mexico Teacher.	\$300.00 Per Day
As Ordered	K12 Grade 6-8 Short Term Substitute Teacher	One (1) Stride Learning Solutions dedicated Substitute Teacher for one (1) month of instruction. Teacher will be a Credentialed Licensed New Mexico Teacher.	\$6,000.00 Per Month
N/A	Integration Services	Integration Services as defined and further described in Section 5.	Included
1	Program Liaison	The School Liaison/Operations Manager will perform and/or oversee various aspects of school operations with an emphasis on compliance activity at all levels, internal and external to the STRIDE organization.	Included

4. Description of Educational Products.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd 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. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>. FuelEd will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

K12 Grade 6-12 Short Term Substitute Teacher:

Customer will be provided licensed substitute teachers for instruction to enrolled students for selected courses if requested. Customer will submit a support request through <https://fueled.force.com/servicestation/s/article/Support-Options-Contact-Us>. The Short Term Substitute Teacher will provide two (2) to four (4) hours of direct instruction per day through Newrow, grading service, conduct home room duties and attend weekly staff meetings as needed.

Integration Services:

FuelEd will provide the following data source integration and single sign-on integration services (the "Integration Services") to Customer no later than August 8, 2022. The provision of the Integration Services is subject to the conditions precedent that (i) Customer provide FuelEd with sample data (the sufficiency of which to be determined by FuelEd) no later than July 9, 2022 and (ii) Customer provide FuelEd with production school year data no later than July 16, 2022. If Customer fails to provide sample data or production school year data as required above, then FuelEd may, at its election, either (i) extend the date for provision of the Integration Services commensurate with Customers delay in providing the sample data or production school year data or (ii) forego the provision of Integration Services, in which case Customer shall access the educational products and services without an integrated solution. • Data Source Integration: an integration between the FuelEd systems and Customer data source to allow creation of students, teachers, administrators, and learning coaches; creation of classrooms; enrollment of students in classrooms; assignment of teachers to classrooms; and updates and edits to users and classrooms, including the removal of users from classrooms. • Single Sign-On ("SSO") Integration: integration between FuelEd systems and Customer system to allow for Customer student, teacher, and administrator SSO access. • For the avoidance of doubt, gradebook integration to facilitate grade pass-back is not within scope of the Integration Services and will not be provided by FuelEd under this Order.

Hosting Solution:

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

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 Customer's approval in advance of undertaking the requested change of scope.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice.

K12 K-12 Enrolled Student License:

FuelEd will invoice Customer \$499.00 per student upon enrollment and \$166.78 per month for nine (9) months, with payment due from Customer within thirty (30) days of Customer's receipt of invoice. If a student withdraws from participation in a license within ten (10) days of enrollment, costs are refunded 100%, or 50% if the student is withdrawn between the 11th and 30th day. Payment due within thirty (30) days of Customer's receipt of invoice. No additional refunds, credits or cancellations.

K12 Single Course License:

FuelEd will invoice the Customer \$100.00 per course upon enrollment and \$25.00 per month as enrolled equally over eight (8) months for grades 6-12 annual courses. If a student withdraws from participation in a license within ten (10) days of enrollment, costs are refunded 100%, or 50% if the student is withdrawn between the 11th and 30th day. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

Teacher Laptop and Printer:

FuelEd will invoice Customer \$61.00 per month for each leased Teacher Laptop/Printer as Ordered, with payment due from Customer within thirty (30) days of Customer's receipt of invoice.