

Renewal ORDER FORM

EDUSOFT ASSESSMENT MANAGEMENT SYSTEM LICENSE AGREEMENT

LICENSEE INFORMATION

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| District: | Mount Diablo Unified School District | | | | | | | |
| Address: | | 1936 Carlotta Drive Concord, California 94519-1358 | | | | | | |
| Tel: | (925) 68 | 2-8000 | Fax: | | (925) 689-1649 | | | |
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| 1 | Order Form I | Effective Date | July 1, 2009 | | | | | |
| Product | | Product Code | Quantity | Unit Price | Total Price | Description | | |
| Renewal Module 1 State Analysis | | E40714 | 34,370 | \$4.50 | \$154,665.00 | Annually recurring fee. | | |
| Renewal Module 2 Benchmark Exams | | E40714 | 34,370 | \$1.25 | \$42,962.50 | Annually recurring fee. | | |
| Renewal Module 3 Teacher Tools | | E40714 | 34,370 | \$1.25 | \$42,962.50 | Annually recurring fee. | | |
| Total Amount | | | | | \$240,590.00 | | | |
| Payment Terms. | The Total Fee shal | I be due and payable | upon execution of this | Order Form. A | II future License Fees | and Licensed Services Fees will be | | |

This Order Form Extends the Term of the Edusoft Assessment Management System License Agreement between the parties for one year, subject to further renewal under Section 3 of the Edusoft Assessment Management System License Agreement.

paid no later than thirty (30) days following each one-year anniversary of the Effective Date.

This Order Form, together with the most recently executed Edusoft Assessment Management System Agreement, as amended throughout the date hereof, contains the entire understanding of the parties with respect to their subject matter, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. Any additional or conflicting terms in any purchase order or other response by Licensee shall be of no effect nor in any way binding upon Riverside.

IN WITNESS WHEREOF, Riverside and Mount Diablo Unified School District have signed and executed this Order Form on the Effective Date by their authorized representatives, in duplicate.

| THE RIVERSIDE PUBLISHING COMPANY, LICENSOR | MOUNT DIABLO UNIFIED SCHOOL DISTRICT, LICENSEE |
|--|--|
| By: | Ву: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |