



AMENDMENT NO. 3 TO THE DISCOVERY EDUCATION DIGITAL SERVICES DISTRIBUTION AGREEMENT

This Amendment No. 3 is made as of 04/05/2017 to that certain Discovery Education Digital Services Distribution Agreement, as amended, (the "Agreement"), dated as of 06/21/2011, between Discovery Education, Inc., ("Discovery") and Organization for Educational Technology and Curriculum ("Distributor," and together with Discovery, the "Parties").

WHEREAS, the Parties are party to that certain Agreement, pursuant to which Distributor has the exclusive right to sell up to 12-month subscriptions to Discovery Education Streaming to public K-12 schools and school districts within the Territory, and the Parties now desire to continue the relationship.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Definitions. All capitalized terms shall have the meanings given to them in the Agreement, unless otherwise defined herein.
2. Effectiveness. This Amendment No. 3 is effective as of the date first set forth above.
3. Amendment. The Agreement is hereby amended as follows:
a) The Term of the Agreement shall be extended for an additional three-year period and shall expire on June 30, 2020 (the "Second Extended Term") as further set forth below:
Year 1: shall mean the period 07/01/2017 through 06/30/2018
Year 2: shall mean the period 07/01/2018 through 06/30/2019
Year 3: shall mean the period 07/01/2019 through 06/30/2020
b) The pricing for the Extended Term shall be as follows:

Table with 4 columns: Description, Year 1, Year 2, Year 3. Rows include Discovery Education Services, Streaming w/AIMS High School License, Streaming w/AIMS High School License - LE*, Streaming w/AIMS Elem/Mid School License, Streaming w/AIMS Elem/Mid School License - LE*, and Discovery Education Add-On Packages (Plus Package).

*LE means enrollment of less than 200 hundred students

The Agreement is in all other respects confirmed and ratified. By their execution below, the Parties hereto have agreed to all the terms and conditions of this Amendment No. 3.

ORGANIZATION FOR EDUCATIONAL TECHNOLOGY AND CURRICULUM

By: Kristi Pippert (Signature Required)

Title: Director of Operations

Printed Name: Kristi Pippert

Date: 4/10/17

DISCOVERY EDUCATION, INC.

By: Joan Kelly Smith (DocuSigned by: 3226105F7A7741A...)

Title: SVP-Compliance & operations

Printed Name: Joan Kelly Smith

Date: April 14, 2017