

**FIRST AMENDMENT
TO
MASTER SUBSCRIPTION LICENSES & SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THAT CERTAIN MASTER SUBSCRIPTION LICENSES & SERVICES AGREEMENT (“**Amendment**”) is made effective as of June 15, 2023, by and between POMONA UNIFIED SCHOOL DISTRICT, a public agency of the State of California (“**District**”), and ILLUMINATE EDUCATION, INC., a California corporation (“**Company**”).

RECITALS

This Amendment is made with reference to the following facts:

A. District and Company have entered into that certain Master Subscription Licenses and Services Agreement (“**Agreement**”) dated July 1, 2022, in which Company agreed to provide subscription licenses associated with client order Q-120733 22/23 School Year, through June 30, 2023. The total amount payable under the Agreement is not to exceed One Hundred Ninety-Eight Thousand Three Hundred Eighty-Six Dollars and Twenty-Five Cents (\$198,386.25).

B. District and Company now desire to amend the Agreement to (i) add licenses to Company’s products and services; (ii) and increase the total amount payable under the Agreement by Two Hundred Thirty-Six Thousand Sixty-Seven Dollars and Fifty Cents (\$236,067.50), and (iii) extend the term of the Agreement through June 30, 2024; all on the terms and conditions provided below.

C. Unless expressly provided otherwise, all capitalized terms and phrases used in this Amendment shall have the same meanings as set forth in the Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. Notwithstanding anything to the contrary in the Agreement (and the Addendum as an integral part thereof), the Term of the Agreement shall be extended through June 30, 2024.

2. Additional Services. **Exhibit “A”** to the Agreement (and the Addendum as an integral part thereof) is hereby amended to include the additional products and services set forth in **Attachment “A”** attached hereto. The additional products and services include (i) adding the existing client order Q-120733 23/24 for the 2023-2024 school year to invoiced based on total student enrollment for the Term as reported to the State of California; and (ii) providing additional FastBridge licenses from April 1, 2023, through June 30, 2023, and providing additional FastBridge and Fastflix licenses and professional services from July 1, 2023, through June 30, 2024 as set forth in Quote #294611.

3. Increase in Remuneration. Notwithstanding **Section 3.1** of the Agreement, the total amount payable during the Term of the Agreement shall be increased to an amount not to exceed Four Hundred Thirty-Four Thousand Four Hundred Fifty-three Dollars and Seventy-Five Cents (\$434,453.75).

4. California Student Privacy Alliance. **Section 2** of the Addendum shall be amended in its entirety and replaced by the following:

"California Student Privacy Alliance. In conjunction with this Addendum, the Parties hereto acknowledge that they have signed and entered into the California Student Data Privacy Agreement issued by the California Student Privacy Alliance (CSPA), as set forth in **Appendix "A"** attached hereto and incorporated by reference herein (the "**CSDPA**"), consistent with California Education Code Section 49073.1 (AB 1584), the California Student Online Personal Information Protection Act (SOPIPA) at California Business and Professions Code Sections 22584-22585, and other applicable federal and State of California student privacy and data security laws and regulations, and applicable for any and all Services rendered during the entirety of the Term of this Addendum and the Agreement, through June 30, 2024."

5. Effect of This Amendment. The provisions of this Amendment shall constitute an integral part of the Agreement and in the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the effective date hereof.

ILLUMINATE EDUCATION, INC.
a California corporation



Signature
Ted Wolf

Print Name
VP, Global Controller

Title

POMONA UNIFIED SCHOOL DISTRICT
a public agency of the State of California




Sandra Garcia, Assistant Superintendent/
Chief Business Officer

Approved by Board: June 14, 2023

Approved as to Form:

MUNDELL, ODLUM & HAWS, LLP
General Counsel



ATTACHMENT "A"

23/24 School Year

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
23,865	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$3.00	\$71,595.00
23,865	»» Grading Software	Assessment Scanning and Scoring	Included	
23,865	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.00	\$47,730.00
10	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Educator's Learning Management System.	\$0.00	\$0.00
23,865	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$4.50	\$107,392.50
1	Virtual Training, eduCLIMBER	Synchronous learning sequence addressing selected eduCLIMBER content. Facilitated live by an instructor across 2.3-hour sessions for up to 30 participants.	\$1,500.00	\$1,500.00
23/24 School Year Subtotal:				\$228,217.50
23/24 School Year Grand Total:				\$228,217.50

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Quote
2946771

Quote Details					
Pomona Unified School District - 268164					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Onboarding, FastBridge Tier 2	04/01/2023 - 06/30/2024	1	\$500.00	\$0.00	\$500.00
FastBridge Subscription	04/01/2023 - 06/30/2023	550	\$2.08	\$(1,144.00)	\$0.00
FastBridge Subscription	07/01/2023 - 06/30/2024	550	\$8.32	\$(505.00)	\$4,070.00
Professional Services					
Virtual Training Module, FastBridge		3	\$500.00	\$0.00	\$1,500.00
System Management Workshop, FastBridge		1	\$1,000.00	\$0.00	\$1,000.00
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Training - FASTfix Subscription - Tier 2	07/01/2023 - 06/30/2024	1	\$780.00	\$0.00	\$780.00
Pomona Unified School District Total				\$(1,650.00)	\$7,850.00