



Kenton County School District | It's about K.C. Kids.

Issue Paper

DATE:

May 5, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the software license agreement between Accelerate Learning/Stemscopes and River Ridge to purchase a supplemental, standards-aligned science resource.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Stemscopes is a comprehensive suite of STEM curriculum and professional development solutions. Stemscopes is highly adaptable and supports instruction in Science, Technology, Engineering and Math. The program provides teachers with a model for implementing inquiry based learning in the classroom. The digital program will be used primarily by our 4th grade science teachers and will be monitored through weekly formative assessment data in science.

FISCAL/BUDGETARY IMPACT:

\$3549.00/Title 1

RECOMMENDATION:

Approval of the software license agreement between Accelerate Learning/Stemscopes and River Ridge to purchase a supplemental, standards-aligned science resource.

CONTACT PERSON:

Natalie Ewald

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

AccelerateLEARNING

Quote 00140920
 Account Name River Ridge Elementary School
 Bill To 2772 Amsterdam Rd
 Villa Hills, Kentucky 41017
 United States
 Ship To 2772 Amsterdam Rd
 Villa Hills, Kentucky 41017-4401
 United States

MAIL PO & CHECKS TO:
 Division Accelerate Learning Inc.
 Company Address PO BOX 732464
 Dallas, 75373-2464
 Fax (281) 833-4510
 Phone (800) 531-0864

Created Date 5/7/2026
 Account Sales Rep Dawn Katte

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	Sales Price	Total Price
NGSS 3D Grade 3 Online	978-1-64304-477-4	3	140.00	1 Year	\$8.45	\$1,183.00
NGSS 3D Grade 4 Online	978-1-64304-478-1	4	140.00	1 Year	\$8.45	\$1,183.00
NGSS 3D Grade 5 Online	978-1-64304-473-6	5	140.00	1 Year	\$8.45	\$1,183.00
			Subtotal		\$3,549.00	
			Shipping		\$0.00	
			Order Total		\$3,549.00	

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

Customer License Terms and Conditions

This quote is subject to Accelerate Learning Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://acceleratelearning.com/wp-content/uploads/resources/tech-and-legal/accelerate-learning-terms-and-conditions-2025.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Accelerate Learning's written consent.



Kenton County School District | *It's about ALL kids*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Accelerate Learning Inc.

Vendor Name

5177 Richmond Ave., Suite 800 Houston, TX 77056

Vendor Address

281-833-4559

Vendor Telephone

rfp@acceleratelearning.com

Vendor Email Address

Frankey Goss

Signature by Vendor's Authorized Representative

Frankey Goss

Print Name

Apr 16, 2026

Date






KCBOE Vendor Assurance

Final Audit Report

2026-04-16

Created:	2026-04-16
By:	Kayla Garcia (KGarcia@acceleratelearning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPP7PGv6cXP_Cbh-8Zd4hsZzovdS9shLp

"KCBOE Vendor Assurance" History

-  Document created by Kayla Garcia (KGarcia@acceleratelearning.com)
2026-04-16 - 2:44:53 PM GMT
-  Document emailed to Frankey Goss (FGoss@acceleratelearning.com) for signature
2026-04-16 - 2:45:14 PM GMT
-  Email viewed by Frankey Goss (FGoss@acceleratelearning.com)
2026-04-16 - 4:10:13 PM GMT
-  Document e-signed by Frankey Goss (FGoss@acceleratelearning.com)
Signature Date: 2026-04-16 - 4:11:45 PM GMT - Time Source: server
-  Agreement completed.
2026-04-16 - 4:11:45 PM GMT





CUSTOMER LICENSE TERMS & CONDITIONS

Welcome to Accelerate Learning! These Terms of Service (the “**Terms**”) of Accelerate Learning (“**we**”, “**us**”, or “**ALI**”) apply to all: (i) schools, school districts, and related entities and organizations that sign up to use the Services (as defined below), including but not limited to teachers (“**Teachers**”), principals, and other school officials who access the Services on their behalf (each a “**School**”); (ii) student’s legal guardian or “**Parents**” accessing services in review of eligible student content and work; (iii) visitors of our website (available at <https://www.acceleratelearning.com/>, <https://www.kidscience.com>, <https://studyyedge.com/>, <https://www.mathnation.com/>), and others who may use the Services (collectively, the “**Users**” or “**you**”). Contact details of the Company can be found on the Company website <https://www.acceleratelearning.com>.

By accessing, submitting registration forms or using the Services, you signify that you have read, understood, and agree to be bound by these Terms. You also understand and acknowledge that your personal information will be collected, used, shared, and otherwise processed in accordance with our [Privacy Notice](#). Because our Services change relatively often, these Terms and our Privacy Notice may change too. Upon making changes, we will update the “Effective Date” found at the top of this page.

Your continued use of the Services after any changes constitutes your acceptance of these terms.

This is a contract between you and ALI. You may use the Services only if you can form a binding contract with ALI, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

If you do not agree with these terms, do not use ALI Services.

If the User complies with these Terms, ALI grants the User access and assigned permissions to access and use the Services.

SECTION 1. THE SERVICE

The “Services” means any online and/or mobile services, website, software, teaching services and documentation provided by or made available by ALI or in connection with ALI’s platforms (the “ALI Learning Platforms”). The Services provide information, data, resources, and advice, but you assume full risk and responsibility for your use of information obtained through the Services. You assume full risk and responsibility for the use of or reliance on information you obtain from or through the Services or from ALI. The products and services we provide through the Services are not exclusive to you.

A. DETAILS ABOUT THE ALI SERVICES: Your ALI account gives you access to our Services, but do not sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

Your ALI account gives you access to the Services and functionality we make available at our discretion. We maintain different types of accounts for different types of Users. If you open an ALI account on behalf of a School or district (collectively “**Organization**”), then (i) “you” includes you and that Organization, and (ii) you represent and warrant that you are an authorized representative of the Organization with the authority to bind the entity to these Terms and that you agree to these Terms on the Organization’s behalf. By connecting to ALI with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

Remember: you are responsible for any activity that occurs on your account, you may never use someone else’s account without permission, and you must keep your account password secure. We recommend using “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols, and are not reused with any other service) with your account to avoid unauthorized use. Please let us know immediately if you think your account’s security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

CUSTOMER LICENSE TERMS & CONDITIONS

B. LICENSE and PERMITTED USE OF THE SERVICES: Subject to Customer's continued compliance with these Terms and Conditions, ALI grants Customer a nonexclusive, nontransferable and nonassignable license during the term of the relevant order to use (and grants Customer's authorized student access to use) the digital, print and hands-on ALI Learning Platforms and materials provided by ALI or its designated distributor (collectively, the "ALI Learning Platform Content") solely for its internal education purposes. The customer is responsible for its and its employees, contractors and users' compliance with these Terms.

Customers can always ask us to stop sending you certain marketing messages. Opting out of marketing communications will not opt you out of receiving important Services-related notices, including in relation to your use of the ALI Learning Platforms.

C. RESTRICTED USES: By using the Services, Customer agrees to not directly or indirectly (a) distribute, sell, rent, license, resell, sublicense, disclose any part of the Services in any medium, assign, transfer, content scrape, data mining, data extraction or otherwise make the ALI Learning Platform Content available to any third party other than its authorized users; (b) access or use the ALI Learning Platforms for any purpose other than its internal access or use the ALI Learning Platform Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the ALI Learning Platforms or ALI Learning Platform Content; (d) copy, mirror, frame, modify, redistribute, reproduce, record, transfer, display to the public, broadcast or make available to the public any part of the platform or create derivative works based on the ALI Learning Platforms or ALI Learning Platform Content, or (e) transfer any viruses, worms, adware, spyware, malware, or other malicious code using the ALI Learning Platforms or otherwise interfere with, interrupt, disrupt, destroy or limit the integrity of performance of, functionality of or attempt to gain unauthorized access to the ALI Learning Platforms or ALI Learning Platform Content or any related systems or networks; (f) use any automated system, including but not limited to "robots," "Artificial Intelligence systems", "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the ALI servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (g) transmit spam, junk mail, chain letters, contests, pyramid schemes, unauthorized advertising, or other unsolicited email (including marketing messages, promotional materials and broadcasts); (h) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (i) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (j) transmit any malicious software agents through the Services; (k) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (l) use the Services for any commercial solicitation purposes; (m) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (n) use Services in any manner that could damage, disable, overburden or impact Services, violate intellectual property rights, business secrets or privacy rights of third parties; (o) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content. If you believe any of the above restrictions have not been followed, please email us at customersupport@acceleratelearning.com

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

D. TERM: Customer's license under these Terms and Conditions will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the ALI Services, ALI Learning Platforms or ALI Learning Platform Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms or in the event of suspected unauthorized use.

E. PRODUCT RETURNS/EXCHANGES: There are no refunds or cancellations for ALI Services, ALI Learning Platforms or ALI Learning Platform Content. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials. In the event of early termination during the contract period, the User has not been entitled to a refund of any prepaid fees.

F. RESPONSIBLE Artificial Intelligence (AI) POLICY: ALI Learning Platforms may include AI driven features developed using industry best practices that provide an enhanced user experience. These features leverage secure guardrails to protect user's rights and data privacy and comply with all applicable local, state, national, and international laws, rules, and regulations. ALI Learning Platforms do not share collected or stored data with any third-party AI system for use in training their AI models. Organizations must opt-in for the use of AI-driven features for their users. Personal Identifiable Information (PII) collected while using ALI Learning Platforms are not shared with third-party AI models nor used in training of said models. ALI is not responsible nor liable for AI provided outputs that may include AI hallucinations, misinformation, nor information that is inaccurate, biased, discriminatory, toxic, or inappropriate.

SECTION 2. RIGHTS IN OUR CONTENT

A. ALI CONTENT: "Student Data" is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA") that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it.

"Intellectual Property Rights" means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

CUSTOMER LICENSE TERMS & CONDITIONS

Except for Student Data, the Services and all materials made available to you in connection with them, including, but not limited to, software, button icons, computer code, documents, guides, modules, training modules, resource and instructional guides, know-how and other writings, images, designs, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, information, and any content belonging to other Users, whether tangible or intangible, or whether existing now or in the future (collectively, the "ALI Content"), and all related Intellectual Property Rights, are the exclusive property of ALI and its licensors. Except as specified in these Terms, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any ALI Content. All ALI Content and the compilation (meaning the collection, arrangement, and assembly) of all ALI Content are the property of ALI or its licensors and are protected under copyright, trademark, and other laws.

If you send us ideas or comments about our Services, you agree that we may freely use or reference those ideas and comments, and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

B. OWNERSHIP: Services, ALI Learning Platforms and ALI Learning Platform Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the Services, ALI Learning Platforms and ALI Learning Platform Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the Services, ALI Learning Platforms and ALI Learning Platform Content is enhanced, improved, and made current against changes in the area of study, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

C. ALI MARKS: "ALI," the ALI logo, and other ALI logos and product and service names are or may be trademarks of ALI (the "ALI Marks"). ALI hereby grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the ALI Marks on your Organization's websites. Any display of ALI Marks is subject to ALI's trademark usage guidelines, as may be provided by ALI in writing to you from time to time. ALI may use your Organization's name in connection with ALI's general marketing materials.

D. LIMITED WARRANTY: ALI will make reasonable efforts to keep ALI Learning Platforms operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, ALI reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of ALI Learning Platforms, with or without notice, without liability to the User. ALI may, from time to time, remove Content without notice to the extent permitted by applicable law. ALI Learning Platforms are provided "as is" and "as available" without express or implied warranty or condition of any kind. This does not affect the Users statutory rights as a consumer.

SECTION 3. GENERAL LEGAL TERMS

A. ALI DATA PROCESSING: ALI acts as a data controller in relation to any personal data the Services might collect and process in relation to User's subscription and use of the ALI Learning Platforms, such as contact details, payment information, and identification data of the User. The user understands that through the use of ALI Learning Platforms they give consent to the collection and use of this information including the transfer of the information from EU regions to United States regions for storage, processing and use by ALI. ALI processes such personal data in accordance with its Privacy Policy in force from time to time and complies with the legislation on the processing of personal data and data protection. Read more about ALI privacy and data protection and the rights of the User from the ALI Privacy Policy.

Certain parts of the Services may allow you to obtain or access analytics or other data or information associated with your account ("ALI Data").

ALI Data is licensed to you for your use on a limited basis and is governed solely by these Terms and available for distribution only at our sole discretion. ALI owns the account you use to access the Services along with any rights of access or rights to data stored by or on behalf of ALI on ALI servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your ALI Data. ALI has the right to manage, control and even eliminate ALI Data, except that ALI may only use Student Data as specifically permitted by these Terms. Users shall have no right to redistribute or transfer ALI Services or ALI Data or parts of it.

B. USER INFORMATION: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such as that it cannot be used to identify any individual ("Aggregated Data"). Furthermore, ALI agrees not to attempt to re-identify de-identified data. ALI may retain, use, and disclose such Aggregated Data for any reason and to any their parties whatsoever.

C. PRIVACY AND SECURITY: We take very seriously the privacy of our users, including Schools, Teachers, parents, and students. By using the Services you consent to the collection, use and disclosure of your information (including but not limited to Student Data) as set forth in our Privacy Notice and, if you're a School, in the Additional Terms for Teachers and Schools in Section 4 below, and to have your information (including but not limited to Student Data) collected, used, transferred to and processed in the United States pursuant to our Privacy Notice.

D. INDEMNITY: You agree to defend, indemnify and hold harmless ALI and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of

CUSTOMER LICENSE TERMS & CONDITIONS

and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any third-party right, including but not limited to any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"); (v) any content or information that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

E. WARRANTY DISCLAIMER: You use the Services at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

i. YOUR USE OF THE SERVICES AND ANY PRODUCTS OR OTHER SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES AND ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY THE RELEASED PARTIES OR OTHER PERSONS ON OR THROUGH THE SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;

ii. THE RELEASED PARTIES MAKE NO WARRANTY THAT (a) THE SERVICES OR ANY PRODUCTS MADE AVAILABLE ON OR THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS, (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE ON THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; AND

iii. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

F. LIMITATION OF LIABILITY: ALI PROVIDES THE SERVICES, ALI LEARNING PLATFORMS AND ALI LEARNING PLATFORM CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE SERVICES, ALI LEARNING PLATFORMS OR ALI LEARNING PLATFORM CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE SERVICES, ALI LEARNING PLATFORMS OR ALI LEARNING PLATFORM CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

ALI IS NOT LIABLE FOR ANYTHING THAT HAPPENS TO YOU INVOLVING THE SERVICES. IF YOU USE THE SERVICES IN A WAY THAT CAUSES US TO BE INCLUDED IN LITIGATION, YOU AGREE TO PAY ALL LEGAL FEES AND COSTS FOR RELEASED PARTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- i. THE USE OR THE INABILITY TO USE THE SERVICES OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES;
- ii. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICES;
- iii. UNAUTHORIZED ACCESS TO, CORRUPTION OF, interference WITH, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- iv. STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICES;
- v. YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR
- vi. ANY OTHER MATTER RELATING TO THE services. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' COLLECTIVE MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR YOUR USE OF ALI CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

G. GOVERNING LAW: You agree that: (i) the Services will be deemed solely based in Delaware; and (ii) the Services will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms will be governed by the internal substantive laws of the State of Delaware without respect to its conflict of laws principles. You acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 3(viii) and preempts all state laws to the fullest extent permitted by law. If the FAA is determined to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the

CUSTOMER LICENSE TERMS & CONDITIONS

law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in the state of Delaware for any actions related to these Terms. You agree that the state of Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found unenforceable.

H. ARBITRATION: This Section (the "Arbitration Agreement") applies to and governs any dispute, controversy, or claim between you and ALL that arises out of or relates to, directly or indirectly: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (ii) access to or use of the Services, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Services; or (iv) any other aspect of your relationship or transactions with us, directly or indirectly, as a consumer ("Claim" or collectively, "Claims"). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing us at customersupport@acceleratelearning.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at customersupport@acceleratelearning.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by the American Arbitration Association (AAA) before a single arbitrator (the "Arbitrator"), under the Expedited Procedures then in effect for AAA (the "Rules"), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. County where you live or Delaware, unless we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses.

If you are an individual using the Services for non-commercial purposes: (a) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and ALL agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as: preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

I. CLASS ACTION / JURY TRIAL WAIVER: WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND ALL AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS. YOU AND ALL FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ALL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

J. DMCA NOTICE: Since we respect artist and content owner rights, it is ALL's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

CUSTOMER LICENSE TERMS & CONDITIONS

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify ALI's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit ALI to contact you, such as your address, telephone number, and e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Accelerate Learning, Inc
Address: 5177 Richmond Ave. #800
Houston, TX 77056

Email: customersupport@acceleratelearning.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying ALI and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with ALI's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

K. AMERICANS WITH DISABILITIES ACT: ALI is committed to making its digital content accessible for all users. In accordance with this commitment, and with the knowledge that accessible digital content generally enhances usability for everyone, this Policy is established to ensure accessibility for those with disabilities. If you have a disability that may cause any difficulty in accessing any part of this digital content, please feel free to email us at customersupport@acceleratelearning.com. We will work with you to provide the necessary accommodation(s) you seek to ensure our digital content is accessible for you consistent with applicable law.

L. SEVERABILITY AND WAIVER: These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Notice. These Terms, together with any amendments and any additional agreements you may enter into with ALI in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and ALI concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and ALI's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. If access to the Services is licensed to the United States government or any agency thereof, then the Services will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. Neither party will hold themselves out to be joint venturers, and neither party is authorized or empowered to act as the agent of the other.

M. FORCE MAJEURE: Force Majeure shall mean an event that prevents or makes unduly difficult the performance of Services in accordance with these Terms of Service. Such event shall include war, rebellion, natural catastrophe, pandemic and consequent state restrictions, general interruption in energy distribution or in infrastructure, fire, strike, embargo, or some other equally significant and unusual event independent of ALI. In case ALI cannot perform its obligations related to the Services hereunder due to Force Majeure, ALI shall be free from the obligation or if it is reasonably possible for ALI by extending the right to use the subscription period of the Services.

SECTION 4. TERMS FOR TEACHERS, PARENTS AND SCHOOLS

ALI Learning Platforms are built on the 5E + IA lesson model combining research-based teaching strategies with insight of educators to provide a rigorous curriculum that both challenges and sparks the curiosity of students. The terms and conditions of this Section are in addition to, and not a limitation of, the terms and conditions provided elsewhere in these Terms.

A. STUDENT DATA CONFIDENTIALITY AND APPLICABLE LAW: We treat your Student Data as confidential and do not knowingly share it with third parties other than as described in Section 4(B)(ii), these Terms, and our Privacy Notice.

CUSTOMER LICENSE TERMS & CONDITIONS

Both parties agree to uphold their responsibilities under FERPA, PPR, SOPIPA AND COPPA. We provide the Services under the school official exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent and warrant that you have the authority to provide consent on behalf of parents, for us to collect information from students for the purpose of providing the Services to you as described in these Terms before allowing children under 13 to access our Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as ALI and that they provide a copy of our Privacy Notice to parents and guardians.

B. AUTHORIZATION TO ACCESS DATA:

- i. DISTRICT AND PROGRAM LEADER ACCESS TO TEACHER INFORMATION: The Service provides functionality for districts to control the information received by the Service.
 - ii. LEGAL GUARDIAN AND PARENTAL ACCESS: The Service provides access to student legal guardians and parents for review of student course content, resources, and content applicable to individual ALI platforms and Services.
 - iii. THIRD PARTY ACCESS: We provide access to Student Data only to those employees and certain trusted service providers who have a legitimate need to access such information in connection with providing the Services to you. Of course, anyone involved in handling Student Data will treat such data as strictly confidential and shall not redisclose such data except as necessary to provide the Services.
- Access to Student Data is controlled by Schools. Parents, legal guardians, and students can ask for their Student Data via their Schools. If there are any changes that need to be made in the Services, the School will be responsible for making such changes.

C. USE OF DATA:

- i. IN GENERAL: By submitting Student Data or other information to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license to use, transmit, distribute, modify, reproduce, display, and store the Student Data only for the purposes of: (a) providing the Services as contemplated in these Terms, (b) maintaining, supporting, evaluating, diagnosing and developing our Services, and (c) enforcing our rights under these Terms. We will not use the Student Data for any purpose except as explicitly authorized by these Terms or our agreement(s) with your Organization.
- ii. KIDE SCIENCE PLATFORM DATA: The Kide Science Services provide an online learning and teaching service, which allows the User to teach children science process skills with hands-on experiments. Collected data from schools, teachers and parents are protected under GDPR protections and used only to provide contracted services. No student data is collected. In order to use the Kide Science platform, the User needs to be at least 18 years old. The User shall provide true, accurate and complete information as prompted by registration forms and update such information in order to keep it current.
- iii. DE-IDENTIFIED DATA: You agree that we may collect and use De-Identified Data to operate, analyze, improve, market or develop educational sites, services or applications and to demonstrate the effectiveness of our products or services. De-Identified Data means data from which all personally identifiable information, including direct and indirect identifiers, has been permanently removed or obscured so that the remaining information does not reasonably identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If we share or publicly disclose De-Identified Data, that data will be aggregated or anonymized to reasonably avoid identification of a specific School or individual student.
- iv. RESTRICTIONS ON USE OF STUDENT DATA FOR ADVERTISING: For clarity and without limitation, we will not use Student Data to: (a) advertise or market to students or to direct targeted online advertising to students, (b) advertise or market educational products and services to Parents, unless with consent of the Parent and/or School, (c) develop a profile of a student, Parent or group, other than for the purpose of providing educational services or as authorized by School or by a Parent, or (d) for any other commercial purpose unless authorized by School or permitted by applicable law. Notwithstanding the foregoing, nothing in this Section shall be read to prohibit ALI from: (1) marketing educational products and services directly to School employees so long as the marketing does not result from the use of Student Data obtained by ALI from providing the Services, (2) using Student Data to recommend educational products or services to School employees so long as the recommendations are not based in whole or in part by payment or other consideration from a third party, or (3) using aggregate information to inform, influence or enable marketing, advertising, or other commercial efforts, generally.

D. DELETING STUDENT DATA AND TERMINATING YOUR ACCESS TO THE SERVICES:

- i. DELETING STUDENT DATA: By law, a Student or Parent may have the right to request modification or deletion of Student Data. All such requests should be submitted to the Student's School and not to ALI. Upon a written request received from a School, we will De-Identify the Data in our possession. We will comply with the request in a commercially reasonable time not to exceed ten (10) business days (other than data residing on backups or internal logs which will be removed within sixty (60) days). We may not be able to delete information that was previously shared with others through the Services, such as the content of messages.
 - ii. TERMINATING YOUR ACCESS TO THE SERVICES: Schools may, at any time and for any or no reason, terminate these Terms by providing written notice to us at customersupport@acceleratelearning.com, except that provisions that by their nature should survive termination will survive termination, such as provisions relating to warranty disclaimers, limitations of liability, indemnities, and governing law.
- Within seventy-two (72) hours of our receipt of such notice of termination or earlier, if commercially reasonable to do so, we will terminate access to our Services. You may request ALI to return your Student Data within fifteen (15) days from receipt of your termination notice. We will automatically delete or de-identify all Student Data within thirty (30) days of our receipt of the termination notice, except for Student Data residing on backups or internal logs which will be removed within sixty (60) days.

CUSTOMER LICENSE TERMS & CONDITIONS

E. PRIVACY AND SECURITY: We care deeply about the privacy and security of Student Data. We maintain strict administrative, technical, and physical safeguards to protect Student Data stored in our servers, which are located in the United States. We limit access to Student Data only to those employees or service providers who have a legitimate need to access such data in the performance of their duties. All employees with access to Student Data must have passed a background check and receive annual training on how to maintain the security and confidentiality of student records.

In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by ALI (a "Security Incident"), we will promptly notify the affected Schools via email and will use reasonable efforts to cooperate with their investigations of the incident. To the extent known, this notice will identify (i) the nature of the Security Incident, (ii) the steps we have executed to investigate the Security Incident, (iii) the type of Student Data affected, (iv) the cause of the Security Incident, if known, (v) the actions we have taken or will take to remediate any deleterious effects of the Security Incident, and (vi) any corrective actions we have taken or will take to prevent a future Security Incident. If, due to a Security Incident caused by the acts or omissions of ALI or its agents, a notification to an individual, organization or government entity is required under applicable privacy laws, you agree that, as the owner of the Student Data, you are responsible for the timing, content, cost, and method of any required notice and compliance with those laws and ALI will indemnify Schools for all reasonable costs related to legally-required notifications. ALI shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

F. Previous Terms and Conditions: Click here for our previous terms and conditions ([2022](#)), ([2023](#)) and ([2024](#)).

G. Questions: If you have any questions concerning these terms and conditions, contact customersupport@acceleratelearning.com for assistance.

May 15, 2026
Kenton County Schools
Kenton, KY

To whom it may concern:

For the purposes of the Agreement between Kenton County Schools and Accelerate Learning Inc. for the purchase of Math Nation Software and Curriculum the following shall be amended in the Stemsopes Science Terms of Use.

11. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of Kentucky.

Any dispute between the Parties concerning this Agreement shall be resolved by arbitration in Kenton County, Kentucky, under the rules of the American Arbitration Association.

Sincerely,

Marcia Willson
Chief Revenue Officer