



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

Issue Paper

DATE:

April 28, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the terms with Explore Learning Gizmos for Woodland, Turkey Foot, Summit View, and Twenhofel Middle Schools for the 2026-2027 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Explore Learning Gizmos are interactive online simulations and case studies for math and science. Gizmos provides STEM learning tools for the classroom, allowing students opportunities to experience graphing, measuring, comparing, predicting, and problem solving in authentic ways. Gizmos is used as a supplement to math and science core curriculum.

FISCAL/BUDGETARY IMPACT:

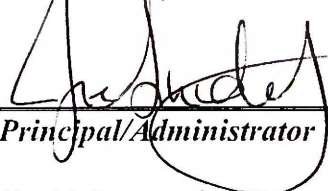
\$12,717.00 (School Instructional Funds-7000)

RECOMMENDATION:

Approve the terms with Explore Learning Gizmos for Woodland, Turkey Foot, Summit View, and Twenhofel Middle Schools for the 2026-2027 school year.

CONTACT PERSON:

Jena Smiddy


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.

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PROPOSAL

For: Kenton Co School District
Presented to: Jena Smiddy, Assistant Superintendent
By: Josh Jones
Proposal Expiration: August 31, 2026

Quantity	Product	Account	Months	Total
750 Students	District Gizmos Science Dept License	Summit View Academy	12	\$3,037.50
800 Students	District Gizmos Science Dept License	Twenhofel Middle School	12	\$3,240.00
570 Students	District Gizmos Science Dept License	Woodland Middle School	12	\$2,308.50
1020 Students	District Gizmos Science Dept License	Turkey Foot Middle School	12	\$4,131.00
2 Sessions	Included onsite training (up to 6 hours per day) for up to 25 participants.	Kenton Co School District	12	\$0.00

Total: \$12,717.00

Multi-year Discounts		Savings of
3 YEARS	\$34,335.90	\$3,815.10
2 YEARS	\$24,162.30	\$1,271.70

This proposal presented on May 4, 2026 is made on behalf of LAZEL, Inc. (FEIN 27-1609020). As provided in the Company customer notice, attached and incorporated herein, as of October 15, 2025, ExploreLearning® and LearningA-Z® products and services are offered and available from its parent company, LAZEL, Inc., and provisioned and supported under the Company's integrated operational model.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing.

Unless otherwise agreed by Company and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the proposal and continue in effect for the period set forth in the proposal. Unless otherwise set forth in the proposal or agreed to by Company and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

Acceptance

All subscriptions, products, and/or services are offered subject to the Company's standard license and terms of use, privacy, and other policies for the Company's solution(s), available at <https://apps.explorelearning.com/account/el/terms> (the "License Terms"), as supplemented by the terms of this proposal. By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in this proposal, which together with the awarded proposal and/or any other associated agreement entered into by Company and customer regarding the subscriptions, products and services under this proposal, constitute the entire agreement between customer and Company regarding such subscriptions, products, and services (the "Agreement"). Customer and Company agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between customer and Company relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our License Terms carefully before activating your account.

Thank you for your business!

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-408452) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorellearning.com, please CC josh.jones@explorellearning.com to streamline processing

Fax to: 434-220-1484

Mail to: PO Box 844615, Boston, MA 02284-4615

You may also contact Josh Jones at 866-882-4141, ext. 333 or josh.jones@explorellearning.com for more information on any aspect of this proposal (#Q-408452).

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Dear Valued Customer,

We are excited to share an important update regarding the operational integration of two of our businesses, ExploreLearning, LLC ("ExploreLearning") and Learning A-Z, LLC ("Learning A-Z"), which are affiliated companies under the common control of our parent company, LAZEL, Inc.

ExploreLearning and Learning A-Z are trusted leaders in K-12 educational technology. As of October 15, 2025, we will integrate the business operations of ExploreLearning and Learning A-Z under their existing parent company, LAZEL, Inc. By uniting these two businesses, we can deliver a broader, more impactful suite of solutions focused on making teaching easier, learning more fun, and outcomes stronger in the subjects that matter most.

For more detail and to access the press release, please click [here](#).

What This Integration Means for You

As a prospective customer, you now have access to the combined expertise and resources of both ExploreLearning and Learning A-Z. Our authorized team members from both companies work together to support the full range of products and services we offer. This integration allows us to provide you with comprehensive educational technology solutions backed by the knowledge and experience of both organizations.

Your data will be managed by authorized and trained personnel from both companies, as well as by trusted third-party service providers who support our operations. All data handling follows applicable data privacy laws and our internal policies to ensure your information remains protected.

Agreement to Terms

By choosing to move forward with a relationship with ExploreLearning, Learning A-Z, or both, you acknowledge and agree to the integrated operational model under LAZEL, Inc. described above. This includes the shared support infrastructure, data management practices, and future purchasing processes.

Looking Ahead

Beginning in January 2026, you will be able to access the product and service offerings of both ExploreLearning and Learning A-Z through a dedicated account representative who can help you explore our comprehensive suite of educational solutions.

We are committed to making your experience with our integrated platform as seamless as possible and will continue to prioritize your educational needs throughout your journey with us.

Thank you for considering ExploreLearning and Learning A-Z as part of your educational journey.

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Implementation Questionnaire

To ensure the effective implementation of ExploreLearning® and Learning A-Z® products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who are new to the product: _____

of Teachers who are experienced with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement the ExploreLearning / LearningA-Z products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.



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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 Educational 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.

Lazel, Inc.

Vendor Name

17855 Dallas Parkway, Suite 400, Dallas, TX 75287

Vendor Address

866.882.4141

Vendor Telephone

ELLegal@explorellearning.com

Vendor Email Address

DocuSigned by:
Jeffrey Vincent
80DFC95090874C0...

Signature by Vendor’s Authorized Representative

Jeffrey Vincent

Print Name

5/5/2026

Date

Terms & Conditions of Use

These Terms & Conditions of Use (hereafter, these "terms and conditions" or "TOS") constitute a license and contract between you, acting on behalf of your organization ("Customer" or "Licensee"), and ExploreLearning, LLC, on behalf of itself and/or its parent company, LAZEL, Inc., a Cambium Learning Group company (individually and collectively, the "Company"), as identified in the applicable order form or services agreement with the Customer. These TOS govern Customer's access to and use of the Company's licensed subscriptions, products, materials, and services ("Services"). References to "ExploreLearning" apply equally to LAZEL, Inc. References to "You" or "Your" mean the Customer, on behalf of itself and its authorized end Users. The license granted under these TOS and any related services agreement between Company and Customer is subject to the terms herein. The Parties may be referred to individually as a "Party" and collectively as the "Parties."

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING® ACCOUNT.

Company provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your access and use of any purchased Company product, service website and/or its materials constitutes your agreement to these TOS and all associated policies and notices thereto (the "Agreement").

By creating an Account, purchasing, accessing or subscribing to an ExploreLearning product or service, you agree to these terms and conditions of use.

This Agreement is a legal document that governs the terms and conditions of your receipt, access and use of Company educational products, services and materials. Please read this Agreement carefully. By proceeding with any order, activating your Account, or accessing any Company product, service or material, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a limited, non-exclusive, non-assignable right and license to use ExploreLearning products and services in the applicable order agreement. Company reserves the right to change these terms and conditions at any time.

ExploreLearning products, services and materials are offered and sold under these limited license terms on a subscription basis; however certain Company products, services or materials may be available to Customers without cost on a trial or demonstration basis, still subject to these TOS.

REGISTERING AND USING EXPLORELEARNING® PRODUCTS & SERVICES

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to

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impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you. In order to use the Service, you need to obtain a pass code (consisting of a username and a password). Pass codes are issued only to and for individual subscribers, Account administrators and teachers associated with the Customer Account (collectively, "Users") who have registered or been registered under the Account.

Pass codes that have been issued to learning institution Customers and/or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Account administrators and Individual users under a Family Account may share their access codes with their spouse, children or grandchildren ("Immediate Family") only. Customers and Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder.. Family Account administrators and Users who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Service.

USING YOUR ACCOUNT

All Customers and Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. You are responsible for all Users and their access and use of the Services under your Account in compliance with the terms of this Agreement. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name or password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or of any credit, debit, or charge card number you utilized to pay for the Service), you must promptly change your password and notify us of the problem by sending an email to Support@ExploreLearning.com.

Browsers, Equipment and Accessibility

Customers and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Company's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Company Service.

Company shall use commercially reasonable efforts to maintain the accessibility of the Service at all times, but may discontinue some or all of the Service, content, features or services at any time, with or without notice, including in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Service is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by

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reasonable diligence and without unreasonable expense) or due to Company's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, you agree that Company and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Service may be subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Company (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Customer Users and Company caused by the failure for any reason of any communications facilities which Customer, User or Company (or any of affiliate) has contracted from any public communications authority or private communications carrier.

BILLING POLICIES

1. Unless otherwise expressly agreed by Company and Customer in a Company order quote or service agreement with the educational entity Customer, all ExploreLearning subscriptions and/or services must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - A. Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - B. Credit Card Billing: Company will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to Company for any reason, including charge back, Company reserves the right to either suspend or terminate your access and Account, thereby terminating this Agreement and all obligations of Company hereunder, and thereafter to collect any amount due.
 - C. Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - D. Wire Transfers: Call (866) 882-4141 option 2 or e-mail Support@ExploreLearning.com for more information.
3. Revision of Subscription Fees. Company reserves the right to change the amount of, or basis for determining, any fees or charges for the Company service, and to institute new fees or charges effective upon prior notice, by posting such changes on the Company site, and by sending e-mails to Customers.
4. Account Termination. Customers may terminate Accounts at any time by sending a signed request to Company via e-mail sales@ExploreLearning.com, fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the Service. A refund must be requested in writing within 30 days of purchase of your Account, and the Account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the Customer

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name, Account administrator username, full name of Account administrator, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an Account with heavy usage, except where we determine, in our sole discretion, that it is reasonable and desirable for us to do so on a case-by-case basis.. Refunds will be issued according to the original payment method.

Billing Security

We utilize policies and processes reasonably designed to ensure communication between our servers, the acquiring bank, and the issuing bank are encrypted to support server authenticity and mitigate and protect against man-in-the-middle attacks.

ADMINISTERING THE SERVICE

Company may change, modify, suspend, or discontinue any aspect of the Service at any time, including, without limitation, access policies, the availability of any Service, feature, hours of availability, content, data, or software or equipment needed to access the Service. We may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Service, and to institute new fees or charges for access to portions of the Service effective upon prior notice to Customers by posting such changes on our website or by sending e-mails to Customers. You hereby agree to pay all charges to your Account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account as provided herein. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

POSTING MATERIAL BY USERS

Company may permit Customer Users to post materials on the Service. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Company reserves the right to suspend or terminate any User access or screen name it reasonably believes is being used improperly, is being used for commercial purposes, or is otherwise in violation of this Agreement.

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By uploading materials, including lesson plans, to any message boards or other posting areas provided as part of the Service, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that any "moral rights" or similar intellectual property rights in those materials have been waived.

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Linking to and framing the ExploreLearning commercial Website: You may create and publish links to the ExploreLearning.com commercial website homepage. Creating and publishing links to any pages within the Service or Service website(s) (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing any Service or Service website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Service by any means other than means supporting secure access and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Service, Service website application, content, or service functionality; (c) sublicense, rent, lease, or permit any third party, to access any Service, Service website, application, content or service functionality through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Service, Service website, application, content or service, or use any Service, Service website, application, content or service functionality in any manner which is competitive with services provided by Company; and (e) knowingly use or permit any others to use any facilities or services of Company or its Licensors in connection with any effort that the Customer or User knows seeks to breach the security or confidentiality of any system or other digital or on-line environment of Company, and other Company customer, or any user or other individual or entity. Customer understands that except for ExploreLearning Content, Company does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the ExploreLearning Content in the Company Services and Service website, or on the Company

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commercial website(s). Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Company. Company neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Company Service or commercial website(s). Because of the nature of the Internet, we cannot control where children may go while using the Service and/or Service website. Parents, guardians or teachers should supervise children when using the Service, Service website and the Internet at all times.

Any unauthorized use of Company Services, Service websites or content may subject you to civil liability and criminal prosecution under applicable laws.

In the event you download software or content from ExploreLearning Service or Service website, you agree that the content and/or software, including any files, images incorporated in or generated by the software and data accompanying the content or software (collectively, the "Software") is made available to you by Company solely under limited, non-exclusive license. Company and its third party licensors do not transfer title to the Service or content or any Software to you. Company and its third party licensors retain full and complete title to the Service, content and/or Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Service, or any content or Software.

PRIVACY

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