

FIFTH AMENDMENT
TO
MASTER SERVICES AND LICENSE AGREEMENT

This FIFTH AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this “5th Amendment”) dated _____ 2022 between Accelerate Education Incorporated and Warren County School District.

RECITALS

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement (the “Agreement”) effective as of July 30, 2018 (“Effective Date”); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Whereas, ACCELERATE and Customer entered into a First Amendment to Master Services and License Agreement (the “First Amendment”) dated April 8, 2019; and

Whereas, ACCELERATE and Customer entered into a Second Amendment to Master Services and License Agreement (the “Second Amendment”) dated November 4, 2019; and

Whereas, ACCELERATE and Customer entered into a Third Amendment to Master Services and License Agreement (the “Third Amendment”) dated May 26, 2020; and

Whereas, ACCELERATE and Customer entered into a Fourth Amendment to Master Services and License Agreement (the “Fourth Amendment”) dated May 10, 2021; and

Now, therefore, the parties hereto hereby agree as follows.

AGREEMENT

1. Amendments to the Agreement

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit B
Pricing and Payment Schedule

Personalized Learning Courses on Warren County's instance of Buzz

Personalized Learning Courses

User License Fees within Warren County School District (Licenses Valid from July 30, 2022 – July 29, 2023)

600	Grades K-12 PL Seat	User License Fees within Warren County School District (Licenses Valid from July 30, 2022-July 29, 2023)	\$159.00	\$95,400.00
		Personalized Learning Licenses include up to 6 courses / Per Student / Per Semester for the academic school year. Students with more than 6 courses per semester will incur Individual Course fees. Course selections are limited to the Personalized Learning Catalog. *K5 PE and Health are not available in this license.		
		Unused PL K-12 Seats can roll over into the next school year 2023-2024, at no cost to the district, if the customer does not use all 600 this 2022-2023 school year. The district shall have no right to increase or reduce the number of seats for the next school year. The parties shall discuss rollovers and any increase or decrease in the number of seats on or about May 1st of each year.		
0	Grade K-12 Per Semester Content	User License Fees outside Warren County School District. Per Semester Course Enrollments. Includes Content and Support on Customer's instance of Buzz. Grades K-12. *K5 PE and Health are not available in this license.	\$39.00	\$0.00
		Includes Content and Support-hosted on customer's instance of Buzz.		
0	K-5 Workbooks	Physical Workbook prices are Per Semester Course. Includes domestic standard ground shipping. Workbooks are only valid for the current school year as future course updates may necessitate changes to activities, page layouts, etc.	\$17.00	\$0.00
0	AE Instruction	Per Semester Instruction for Online courses	\$200.00	\$0.00

Additional Information	Subtotal	\$95,400.00
- Once a student completes or drops from a Seat, License is open for another student	Tax	\$0.00
- Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year - Physical Materials not Included - No refunds or returns on workbooks - K-5 Independent Reading Program Not Included	Total	\$95,400.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

Unused PL Seats roll over into the next school year 2023-2024, at no cost to the District, if customer does not use all 600 this 2022-2023 school year. The District shall also have the right to increase or reduce the number of seats for the next school year. The parties shall discuss rollovers and any increase or decrease in the number of seats on or about May 1st of each year.

User License Fees outside Warren County School District (Licenses Valid from July 30, 2022 – July 29, 2023)

Grades K-12	Individual Course
Content and Support	\$39

- Individual Course Fees are Per Student / Per Semester Course
- Physical Materials not Included

The Amendment to Section 3 of the Agreement (Grant of License), as stated in the Second Amendment shall remain in effect as follows:

License Terms. Accelerate hereby grants Customer a non-transferable, nonexclusive, royalty-free license to access and use the Licensed Materials listed in Exhibit A during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except however, Customer may resell the Licensed Materials outside of Customer's school district where Customer's instructors are teaching the courses to end users outside of Warren County School District. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

Special Terms:

Notwithstanding any provision to the contrary, if Accelerate increases the pricing specified above at any time during any Renewal Term that occurs pursuant to Section 4 of the Agreement, Customer shall have 30 days from the date on which Customer is notified of the price increase to provide written notice of the Customer's termination of the Agreement for convenience.

Warren County School District shall be permitted to use ACCELERATE's logo for the limited purpose of marketing ACCELERATE and its programs and course offerings to students.

Warren County School District's License shall include all courses listed on the attached Course Catalog, as well as any additional courses that may later be included as part of ACCELERATE'S 2022/2023 Personalized Learning Course Catalog.

Middle School Workbooks

- No middle school workbooks are available. However, Warren County School District is permitted to print copies of course lessons and other necessary course materials for the purpose of creating its own workbooks for middle school courses, provided however, that Warren County School District will ensure each district created workbook will have an Accelerate Education copyright notice page following the cover as listed in Exhibit D of this Agreement.

Exhibit D of the Agreement is hereby added to read in its entirety as follows:

Exhibit D Accelerate Education Copyright Page

2. Miscellaneous

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

(b) All terms and conditions of the Agreement, the First Amendment, Second, Third, and Fourth Amendment that are not in conflict with this Amendment shall remain in full force and effect.

(c) In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the First Amendment, Second Amendment, Third Amendment or Fourth Amendment, the parties agree that the term of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACCELERATE EDUCATION INCORPORATED

By _____
Name: Michael Axtman
Title: President/CEO Date:

WARREN COUNTY SCHOOL DISTRICT

By _____
Name: Paul J. Mangione
Title: President, Board of School Directors
Date:

By _____
Name: Ruth A. Huck
Title: Secretary, Board of School Directors
Date: