

SECOND AMENDMENT
TO
MASTER SERVICES AND LICENSE AGREEMENT

This SECOND AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this “2nd Amendment”) dated _____ 2019 between Accelerate Education Incorporated and Warren County School District.

RECITALS

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement (hereinafter referred as the “Agreement”) effective as of July 30, 2018 (“Effective Date”); and

Whereas, ACCELERATE and Customer entered into a First Amendment to Master Services and License Agreement, which was approved by Customer’s Board of School Directors on April 8, 2019; and

Whereas, each of the parties now desire to further amend the terms of the Agreement.

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

AGREEMENT

1. Amendments to the Agreement

Section 3 of the Agreement is hereby amended and restated to read in its entirety as follows:

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, 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.

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

User License Fees within Warren County School District (Licenses Valid from May 1, 2019 – July 29, 2020)

K-12	Personalized Learning Catalog
Content Hosting & Support	\$159
QTY	500
Total	\$79,500

- Personalized License Includes Content, Hosting & Support
- Personalized Learning Catalog User License includes up to 6 courses / Per Student / Per Semester per academic school year
- Once a student completes or drops, the User License is open for another student
- Admin Training has been provided; any additional training shall be provided at the discretion of the Warren County School District.

User License Fees outside Warren County School District (Licenses Valid from May 1, 2019 – July 29, 2020)

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

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

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.

If any of the prepaid seats are not used during the school year, they can be rolled over in the next year.

Warren County School District will provide the course IDs of the modified courses that will need to be copied into the WCSD subscription domain (<https://wcsdvirtualacademy.agilixbuzz.com/>) by 5/1/19. Accelerate will make these courses available to the WCSD subscription domain by 5/15/19. Once the courses are all made available in the WCSD subscription domain, WCSD can make a copy to put it on subsequent domains.

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 2019/2020 Course Catalog.

- **Elementary Workbooks**

Grades K-5	Core Courses
Physical Workbook	\$15

- Physical Workbook prices are Per Semester Course
- Includes domestic standard ground shipping
- No middle school work books 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.

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) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

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: November 4, 2019

WARREN COUNTY SCHOOL DISTRICT

By _____
Name: Donna L. Zariczny
Title: President, Board of School Directors
Date: November 4, 2019

By _____
Name: Ruth A. Huck
Title: Secretary, Board of School Directors
Date: November 4, 2019