

**Master Services and License Agreement
Between
Bonneville Joint School District 93
and
Accelerate Education**

Bonneville Joint School District 93 ("Customer") and Accelerate Education Incorporated, a Nevada corporation ("Accelerate") enter into this Master Services and License Agreement (the "Agreement") as of the 12th day of August, 2020.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the "Licensed Materials") and which Customer and Accelerate agree shall be added to Exhibit A. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

"**Accelerate Intellectual Property**" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

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 as provided herein. 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.

4) Term and Termination

Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue for a one (1) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "Renewal Term") unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the Exhibit B attached hereto.

Customer will provide Accelerate with enrollment reports on a monthly basis throughout the term of this Agreement (each, an "Enrollment Report") which included Student Identifier, Course Title, Start Date, End Date, Status (Active, Completed, Withdrawn, etc.). Accelerate shall invoice Customer for Licensed Materials in Exhibit A. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Bonneville Joint School District 93	Accelerate Education
3497 N Ammon Rd.	3655 W Anthem Way
	Suite A-109237
Idaho Falls, ID 83401	Anthem, AZ 85086
Tel: (208) 525-4400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve

the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

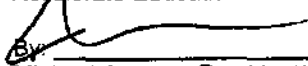
This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education

By: 
Michael Axtman, President/CEO

Bonneville Joint School District 93

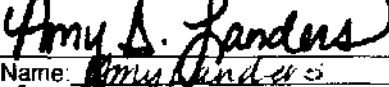
By: 
Printed Name: Amy Sanders
Title: Board Chair

Exhibit A
Licensed Materials



Elementary School Course Catalog

<p>Language Arts</p> <p>Language Arts K ASE Language Arts 1 ASE Language Arts 2 ASE Language Arts 3 ASE Language Arts 4 ASE Language Arts 5 ASE</p> <p>Mathematics</p> <p>Math K ASE Math 1 ASE Math 2 ASE Math 3 ASE Math 4 ASE Math 5 ASE</p> <p>Science</p> <p>Science K ASE Science 1 ASE Science 2 ASE Science 3 ASE Science 4 ASE Science 5 ASE</p> <p>Social Studies</p> <p>Social Studies K ASE Social Studies 1 ASE Social Studies 2 ASE Social Studies 3 ASE Social Studies 4 ASE Social Studies 5 ASE</p>	<p>Health & P.E.</p> <p>Health K ASE Health 2 ASE Health 3 ASE Physical Education K ASE Physical Education 2 ASE Physical Education 4 ASE</p> <p>Art</p> <p>Art Level 1 Art Level 2 Art Level 3 Art Level 4 Art & Craft K Art & Craft 1 Art & Craft 2</p> <p>Music</p> <p>Recorder Level 1</p> <p>Technology</p> <p>Keyboarding Graphic Design</p>
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Middle School Course Catalog

<p>Language Arts</p> <p>Language Arts 6 A&B Language Arts 7 A&B Language Arts 8 A&B</p> <p>Mathematics</p> <p>Math 6 A&B Math 7 A&B Math 8 A&B Algebra 1 A&B</p> <p>Science</p> <p>Science 6 A&B Science 7 A&B Science 8 A&B Life Science A&B Earth & Space Science A&B Physical Science A&B</p> <p>Social Studies</p> <p>Social Studies 6 A&B Social Studies 7 A&B Social Studies 8 A&B</p>	<p>World Languages</p> <p>Spanish 1 A&B Spanish 2 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p> <p>Electives</p> <p>Art Appreciation Art Explorations Beginning Painting Character Education Computer Basics Drawing Keyboarding JavaScript Game Design Music Appreciation Python Multi-Adventure Scratch Coding Study Skills</p> <p>Health & PE</p> <p>Physical Education Health</p>
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**Exhibit B
Pricing and Payment Schedule**

100	COVID Seat License	K-5 Seat Licenses include up to 6 courses. Per Student for the academic school year.	\$150.00	\$15,000.00
50	K-5 Content FT Seat	Full Time Seat 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.	\$449.00	\$22,450.00
25	Middle School FT Seat	Full Time Seat 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.	\$270.00	\$6,975.00

Additional Information		Subtotal	\$44,425.00
<ul style="list-style-type: none"> - Once a student completes or drops from a Seat License is open for another student - CMS Edit for Full Time Seats if hosted by AI - CMS Edit training is required for Full Time Seats if hosted by AI - School branded login page and logo within LMS included for Full Time Seats - Admin training required - Teacher training required 		Tax	\$0.00
		Total	\$44,425.00

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

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Amy L. Landers

Print Name: _____

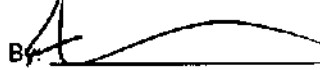
Amy Landers

Date: _____

12 Aug 2020

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

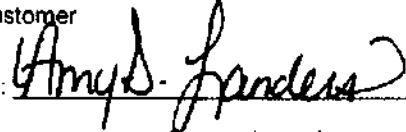
Accelerate Education

By:  _____

Printed Name: Michael Axtman

Title: President / CEO

Customer

By:  _____

Printed Name: Amy D. Landers

Title: Board Chair