

EXHIBIT E: GENERAL OFFERS OF TERMS

Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms ("General Offer") that they are bound by the same terms as the DPA between Provider and Ascent Academies of Utah ("Originating LEA") dated 08/14/2025.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA's use of the Provider's Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit "A" or Exhibit "B" in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum's existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit "B", the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address:

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

PROVIDER: Prodigy Education Inc.


Signed By:  Date: 8/14/2025
Printed Name: Josh Prieur Title/Position: Director, Educator Enablement

EXHIBIT E - Page 2 of 3: RESOURCE NAME(S):*Originating LEA:* Ascent Academies of Utah*Provider Name:* Prodigy Education Inc.

Prodigy is a premier online, curriculum-aligned, educational math (Prodigy Math) and/or English language arts (Prodigy English) program and game for students aged 5-13, offering a free educational resource to schools, teachers and parents. Educators can engage students in math or English curriculum through game-based activities in a manner that creates a love of learning. As a feature of the product, students may access their accounts outside of school hours.

Participating teachers can receive comprehensive reporting, versatile content delivery options and engaging, differentiated learning experiences for students. In connection with the ordinary use of Prodigy, the profile name of each student in a class may be viewable by other students in the same class, as well as classmate avatars and information related to the student's participation in the in-game activities.

Parents and/or guardians can engage in their children's math and/or English education by following their children's progress in the game and supporting their children's learning. Parents and/or guardians may create a user profile to access the student's Prodigy account directly and review any Education Records and/or Student Data associated with the account and engage directly with the student and/or teacher associated with that account. Parents and/or guardians also have the option to enhance their children's math and/or English learning experience by purchasing a membership which offers enhanced game features and engagement opportunities. If a parent/guardian chooses to create a Prodigy account linked to the student's Prodigy account, the student's information (including account name, skills mastery, usage information) will be transferred to and maintained in the parent or guardian account on behalf of the student.

Prodigy discloses Student Data to other authorized users associated with the student's use of Prodigy (including teachers, school administrators, classroom assistants) and, if a student's parent or guardian creates an optional account linked to the student's account, Student Data will be shared with the parent or guardian (e.g., Wizard levels, head-to-head battles, etc.).

Students and/or parents/guardians may be notified about paid features through in-game references, for example, when a student attempts to access membership-only content. These in-game references to paid membership features are contextual in nature, based on a current visit to the web page and is not done using the collection or retention of Student Data nor any information inferred over time from the student's usage of Prodigy or other online activities (Contextual Advertising). The existence of these paid membership features and in-game references to such features are not Targeted Advertising or a prohibited use of Student Data.

In-game references to paid membership features and content will not be displayed in the event that the LEA contacts Prodigy to purchase bulk memberships for students. Memberships for students are not required in order to use Prodigy.

EXHIBIT E - Page 3 of 3: Insert Name of Subscribing LEA

“SUBSCRIBING LEA”

Originating LEA: Ascent Academies of Utah

Provider Name: Prodigy Education Inc.

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Originating LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.**** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit “E”. The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: Insert Name of Subscribing LEA

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

School District Name: _____

Designated Representative of LEA:

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

Subscribing LEA Security Name
Subscribing LEA Security Role
Subscribing LEA Security Postal Address
Subscribing LEA Security Postal Email Address

Insert Name of Subscribing LEA
Subscribing LEA Role
Subscribing LEA Postal Address
Subscribing LEA E-mail Address

With a copy to (if provided):
Subscribing LEA Legal Counsel
Subscribing LEA Legal Counsel Postal Address
Subscribing LEA Legal Counsel E-mail Address