

INTERNATIONAL ACADEMY OF SCIENCE

PURCHASE AND LICENSE TERMS

California Schools - November 28, 2017

BY ACCEPTING DELIVERY OF THE PRODUCT OR SERVICES DESCRIBED IN OUR INVOICE OR OTHER DOCUMENTATION FROM US, YOU AGREE TO BE BOUND BY AND ACCEPT THESE STANDARD TERMS UNLESS BOTH PARTIES HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Standard Purchase and License Terms

The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby the International Academy of Science (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Grant or Quote Form ("Quote Form")): (1) license rights to use our software products and course content, (2) hardware for use with the software products, or (3) services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) a Quote Form, these Standard Terms, and any documents incorporated by reference into either the Quote Form or Standard Terms (including those incorporated by hyperlink reference).

You acknowledge that the Quote Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the approval date of the applicable Grant or Quote and will be binding when the Quote Form has been executed by you.

We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in section 4.0 (below), and elsewhere in these Standard Terms.

These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented agreement to in writing.

1.0 SOFTWARE. The following terms and conditions will apply to your transaction with us:

1.1 **General License Terms**. All software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We own all rights necessary to grant the licenses being granted to the Acellus System. We own and retain all rights, title and interest in and to the software, course content, and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of the Acellus System under this Agreement will be subject to our Privacy Policy (http://www.science.edu/education/privacy.php) and Student Data Privacy and Security Policy (http:// www.science.edu/education/student-privacy.php), which are expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Quote Form, if any. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 At all times services are provided under this Agreement, we shall take all necessary steps to ensure said services (including the hosting of third party content) are being performed in strict compliance with and/or otherwise cooperate with the Customer in regards to the enforcement of the provisions and requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (15 U.S.C. Section 6501), the Children's Internet Protection Act (47 U.S.C. Section 254(h), California Education Code Sections 49073.1 and 49073.6, California

Business and Professions Code 22584, and California Civil Code Section 1798 (to extent such legislation and statutes are applicable to the performance of services under this Agreement). We shall not sell or market to any third party any student, faculty/staff or parent personal information or records, or otherwise expose students to inappropriate material and content through the operation of the aforementioned software. We make following statements:

- · Pupil records continue to be the property of and under the control of the local educational agency.
- Pupils may retain possession and control of their own pupil-generated content, by saving a copy in a personal account. Pupils may also ask their teacher to transfer pupil-generated content to a personal account.
- Using any information in the pupil record for any purpose other than those required or specifically permitted by the contract is prohibited.
- A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by accessing their Acellus account and contacting their school administrator.
- We limit access and provide training to designated support personnel to ensure the security and confidentiality of pupil records.
- The procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records are that we will notify the affected school district in writing so they can provide appropriate notice to the affected parties.
- Pupils' records shall not be retained or available to us upon completion of the terms of the contract. This will be enforced through internal controls. This policy shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with us.
- You agree and we agree to maintain strict security policies in accordance with this agreement and our Privacy Policy to jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).
- Using personally identifiable information in pupil records to engage in targeted advertising is prohibited.

1.2 Restrictions. You and your Users will use the Acellus System solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Acellus System; (ii) frame or mirror any content forming part of the Acellus System, other than for your own internal educational or training purposes and not in violation of an use or User restrictions; (iii) reverse engineer, decompile or disassemble any portion of the Acellus System; (iv) access or allow others to access the Acellus System in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents, or graphics of the Acellus System; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Acellus System available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Acellus System or the data contained therein; (x) attempt to gain unauthorized access to the Acellus System or its related systems or networks; or (xi) publicly display or publicly perform the Acellus System without our prior written permission.

1.3 **System Availability**. We will use commercially reasonable efforts to make the Acellus System available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4), unless otherwise specified in the Quote Form. NONETHELESS, ACCESS TO THE ACELLUS SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

1.4 **System Requirements**. Our System Requirements document ("System Requirements") (found at http://www.science.edu/Acellus/support/technical-specifications/) details the necessary hardware, software, system configuration, network infrastructure, and other operational requirements necessary for you to successfully operate and use the Acellus System. The System Requirements are subject to

periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 **Responsibility for User Activity**. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Acellus System, and notify us promptly of any such unauthorized access or use; and (ii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property.

1.6.1 **Reservation of Rights**. The Software and Course Content we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Acellus System, including all related intellectual property rights. No other rights are granted to you or your Users.

1.6.2 **Rights to Customer Data**. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data.

1.6.2.1 Upon termination of this Agreement, we agree to promptly return to you the Customer Data, at your request, except that we may retain non-personally identifiable, statistical data regarding Students' answers and performance.

1.6.3 **Suggestions**. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Acellus System any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Acellus System.

1.6.4 **Trademarks**. The trademarks, service marks and logos ("Trademarks") used and displayed within the Software are registered or unregistered Trademarks of the International Academy of Science or its affiliates. Nothing in this agreement shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Trademark without the prior written consent of the Trademark owner. The names and logos pertaining to "Acellus", "International Academy of Science", or any Trademark within the Software may not be used in any way including in any advertising or publicity without the prior written consent of the International Academy of Science.

2.0 GENERAL TERMS

2.1 Fees and Payment.

2.1.1 **Fees**. You agree to timely pay all amounts due to us as shown on the Quote Form. Except if specified in the Quote Form all such amounts are non-cancelable and non-refundable.

2.1.2 **Acceptance**. All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provisions of this Agreement.

2.2 Confidentiality.

2.2.1 **Definition of Confidential Information**. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes the Customer Data, the Acellus System, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

2.2.2 **Protection**. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years.

2.2.3 **Compelled Disclosure**. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

2.2.4 **Remedies**. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure. 2.3 **Indemnities**.

2.3.1 **Our Indemnification of You**. Subject to the conditions described below and the provisions of section 2.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

2.3.1.1 For Infringement. Our indemnity covers Claims alleging that your use of the Acellus System in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If any portion of the Acellus System becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the affected feature or content; replace or modify the affected feature or content so that it becomes non-infringing and remains functionally equivalent; or refund you the portion of your license fees attributable to the affected feature or content.

2.3.1.2 **Breach of Security**. In the event that we suffer a security breach that affects you or your data, we will notify you promptly. We will indemnify you for the cost of damages directly related to the breach and we will reimburse your reasonable costs incurred in connection with notifying your users of the breach.

2.3.2 Your Indemnification of Us. Subject to the conditions described below and section 2.6, and to the extent not prohibited by applicable law, you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Acellus System in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or students negligence or intentional misconduct.

2.3.3 **Conditions**. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

2.3.4 **Exclusive Remedies**. Our and your exclusive indemnification responsibilities are stated in this section 2.3.

2.4 **Care of Customer Data**. We will make periodic backups of Customer Data entered into the Acellus System and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

2.5 **Force Majeure**. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

2.6 Disclaimers, Limitations and Exclusions.

2.6.1 **Courseware and Instruction Disclaimer**. All Course Content is provided on an "as is," "as available" basis. We hereby expressly disclaim all warranties either express or implied, related to the Course Content provided, including, without limitation, any warranty of fitness for a particular purpose, or any warranty arising out of any proposal, specification, sample or otherwise. We do not warrant that the content of the course(s) or instruction will meet your expectations. We do not warrant the accuracy or reliability of any information provided. You acknowledge that any reliance on such information shall be at

your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in the instructional programs or course offerings.

2.6.2 **Warranty Disclaimer**. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. 2.6.3 **Section Removed.**

2.6.4 **Exclusion of Consequential and Related Damages**. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.6.5 In states where the exclusion or limitation of incidental or consequential damages is not allowed, the limitations or exclusions will apply to the greatest extent permitted by law.

2.7 **U.S. Governmental Users**. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement. 2.8 **Term and Termination**.

2.8.1 **Term of this Agreement**. This Agreement will begin on the Quote Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

2.8.2 **Termination for Cause**. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

2.8.3 **Outstanding Fees**. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

2.9 **Time Limitation for Bringing Claims**. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE ACELLUS SYSTEM, OR ANY PART THEREOF, OR THESE STANDARD TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

2.10 **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

2.11 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and a Quote Form, the terms of the Quote Form will prevail.

2.12 **Governing Law**. THESE STANDARD TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT IN JACKSON COUNTY, MISSOURI AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN JACKSON COUNTY, MISSOURI AND SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

2.13 Third Parties. There are no third-party beneficiaries to this Agreement.

2.14 **Notices**. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by facsimile; or (d) the second business day after sending by email. Notices to us will be addressed to the attention of our representative, as listed on the Quote Form. Notices to you will be addressed to the attention of the person signing the Quote Form for you.

2.15 **Relationship of the Parties**. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

2.16 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

2.17 **Waiver**. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

2.18 **Arbitration**. Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to the product or services sold pursuant to these terms and conditions of sale, the interpretation or application of these terms and conditions of sale or the breach, termination or validity thereof, the relationships which result from these Standard Terms (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), (collectively, a "Claim"), arising hereunder that cannot be settled amicably by the parties shall be settled by arbitration (the "Arbitration") in accordance with the rules of the American Arbitration Association, then in force.

2.18.1 The Arbitration shall be governed by the following rules: a) The Arbitration hearings shall be held in Kansas City, Missouri; b) The dispute shall be heard and determined by a single arbitrator (the "Arbitrator") who shall be selected by agreement of both parties hereto; c) Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration; d) The Arbitrator shall make his or her award in writing within two (2) months of the start of the Arbitration – or within such time-period as agreed to in writing by the parties hereto; e) The Arbitrator shall have the authority to award costs to whichever party he or she deems appropriate; and f) The decision of the Arbitrator shall be final, conclusive, and binding upon the parties hereto.

2.18.2 Once arbitration has been chosen by any party with respect to a Claim, neither we nor you will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in prearbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. Further, you will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these terms and conditions of sale, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). The existence or results of any arbitration will be treated as confidential.

2.18.3 Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to us arising out of sales hereunder may be litigated in court rather than through arbitration. 2.19 **Surviving Provisions**. The following provisions will survive any termination or expiration of this Agreement: 1.6, 2.2, 2.3.1, 2.3.2, 2.3.4, 2.6, 2.8.3, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.16, 2.18, 2.19, and 3.0.

3.0 DEFINITIONS

- "Acellus System" means our proprietary Acellus Learning System, including but not limited to the Course Content and the Software. The Acellus System is most often Internet-based, but can also be used in a stand-alone environment.
- "Course Content" means all instruction, course materials, electronic data, and other information related to one or more courses and incorporated by us into the Acellus System, including but not limited to images, audio, and video.
- "Customer Data" means all electronic data, materials and other information you and/or your Users have entered or stored in the Acellus System, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- "Documentation" means technical specifications identified in this Agreement.
- "Hardware" means a hardware product, which is listed on the Quote Form and is intended to be used in connection with the Acellus System.

- "License Period" means the period of time during which you will have access to the Acellus System under this Agreement. This period will begin with your first use of the Acellus System, and (unless earlier revoked in accordance with this Agreement) will last for the duration of any Seat, Site, or Student Licenses purchased by you.
- "Named Student" means a specific Student identified by name and designated as the sole Student for a specific license.
- "Quote Form" means the Grant or Quote Form prepared and offered by us and approved by you
 indicating your acceptance of the terms and conditions of this Agreement.
- "Seat License" means a License that may be accessed during the License Period by any Student, but may only be accessed by one individual Student at a time. The License Period for a Seat License begins at the time of purchase and ends as stated in the Quote Form through which the License was purchased. (If not otherwise stated, the License Period is one year.)
- "Services" means the services we provide to you to assist in your implementation, or ongoing use, of the Acellus System, as applicable.
- "Software" means the educational software that we make available via the Acellus System.
- "Site License" means a License that may be accessed during the License Period by all authorized Students located in the specific physical site identified on the Quote Form. The License Period for a Site License begins at the time of purchase and ends as stated in the Quote Form through which the License was purchased. (If not otherwise stated, the License Period is one year.)
- "Student" means an individual who is enrolled in one or more courses in the Acellus System and for which you've purchased an adequate quantity of licenses.
- "Student License" means a License to one or more courses assigned to a single, Named Student. The License Period for a Student License begins when the course content is first accessed by the Named Student and ends one year later.
- "Users" means individuals you authorize to use Acellus System and supply (or authorize us to supply) user identifications and passwords for. Users may include your staff, your students, and your students' parents.
- "We", "Us" or "Our", whether or not capitalized, refer to the International Academy of Science.

International Academy of Science – www.science.edu 11020 N Ambassador Drive, Kansas City, MO 64153 Phone: 816-229-3800

Signed:

Maria Sanchez

Dr. Maria Sanchez

President

International Academy of Science

By: Name: Shawn Cabey

Title: Asst Supt Admin Svcs

Organization: Westside Union School District

International Academy of Science