

Modified Acadience Digital Products Terms of Service

Last Updated: February 24, 2026

General Terms.

Scope. These Acadience Digital Products Terms of Service ("Terms") govern your relationship with Acadience Learning Online (ALO) and/or any other digital product (collectively and individually, the "Service(s)") operated by Acadience Learning, part of Wilson Language Training Corp. ("Acadience," "we," "us," or "our"), if you have purchased any Service from us. If you have purchased professional-learning services from us, the *Acadience Professional Learning Terms of Service* will govern our provision of those professional services, and those terms are available here: www.acadiencelearning.org/professional-learning-terms-of-service/.

Territory. Please note that the Services are intended for use only in the United States and Canada (excluding Quebec) currently. If you have purchased a license and you, your users, or your students are located outside of the United States or Canada (and including in Quebec) please email us at info@acadiencelearning.org.

Terms of Service. Please read these Terms carefully before using the Services. Your right to access and use the Services is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Services. By accessing or using the Services you agree, on behalf of yourself and your organization, to be bound by these Terms, except as otherwise expressly agreed upon by the parties in an Agreement. If you and Acadience have both signed an agreement for the Services ("Agreement"), then in the event of a direct conflict between these Terms and the Agreement, the Agreement will prevail. Otherwise, if you do not agree to these Terms, in whole or in part, please do not use the Services.

Organizations. In instances where you are purchasing the Services on behalf of a school, district, local education agency, state agency, or other entity (each, an "organization"), "you" refers to such organization and its authorized users. If you are an organization, you are responsible for ensuring all users comply with these Terms.

Subscription and Billing.

License Term. If you purchase a license to the Services, access to such Services commences on July 1st and ends on June 30th for the school year identified in the applicable price quote, except as otherwise stated or agreed to by the parties (as renewed or extended, the "License Term"). Payments for license terms are not prorated; if you purchase a license during a school year, for that school year, you will not be entitled to any refund, discount, or partial billing. However, in the event of early termination of this Agreement due to termination for cause, Rockland CSD's payment obligations under the Agreement shall be pro-rated as of the effective date of such termination. Acadience shall reimburse Rockland CSD for any and all payments that relate to services that will not be earned by Acadience between the date of such termination and the expiration of the Term.

Billing. You will be billed at the time you place your order. Access to the Services is billed on a subscription basis (the "License"). A valid payment method, which could include a credit card, is required to process the payment for your License. You will provide us with accurate and complete billing information and valid payment information. By submitting such payment information, you automatically authorize us to charge all License fees incurred through your account to any such payment instrument. Fees are exclusive of all taxes, levies, tariffs, or duties imposed by tax authorities, and you shall be responsible for payment of all such taxes, levies, tariffs, or duties. You agree to pay for any such taxes that might apply to your use of the Services and payments made by you.

Cancellation. All payments are non-refundable and non-cancellable. No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for service periods unused with an open account. Except that either party may terminate before the expiration of the Term with cause by giving the other party ninety (90) days written notice, or by Rockland CSD immediately upon Acadience failing to cure a breach of the Agreement within ten (10) days receipt of a written notice of breach from Rockland CSD, or immediately as set forth below in the provision contained herein titled "Force Majeure."

License.

Grant of License. Subject to your compliance with these Terms (and, as applicable, the Agreement), we hereby grant you a non-exclusive, limited, non-sublicensable, non-commercial right to access and display, during the License Term, the Services for your

personal educational use only, for the quantity of users identified in the price quote, the order confirmation from your order placed in the online store, invoice, and/or Agreement, as applicable.

Scope. During the License Term, you may enter data from Acadience assessments, and other assessment or educational data related to students (“Customer Data”), into the Services. You retain all rights, title, and interest in and to the Customer Data, and such Customer Data is controlled by you, and will be accessible to you, during the License Term (including for purposes of deletion and modification as further described below) and during the Export Period. Customer Data is available to us only for the limited purposes described in Section 3 of this Agreement, and in no event will we (i) use Customer Data to target advertising to students; (ii) use Customer Data to amass a profile of a student, except as necessary to provide the Service to you; (iii) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (iv) otherwise release or disclose Customer Data except as described in this Agreement.

Purposes. The purposes of this Agreement are (a) to provide you with access to and use of the Service for the number of student licenses during the License Term as provided above in Sections 1 and 2; (b) to provide us with access to and use of Customer Data as necessary to provide the Service to Customer; and (c) to allow us, during the License Term and following termination of this Agreement, to access, analyze, and otherwise use Research Data (as that term is defined below in this Section 3) for “Research Use” (as that term is also defined below in this Section 3) but only in compliance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated thereunder in 34 CFR Part 99. As used in this Agreement, “Research Data” includes Customer Data from which all “personally identifiable information” as defined in 34 CFR § 99.3 (“PII”) has been removed or obscured, thereby creating “de-identified” Research Data that may be used for Research Use consistent with the provisions of 34 CFR § 99.31(b). For clarity, as used in this Agreement, “Customer Data” does not include “Research Data”. During the License Term, and following expiration of the License Term or earlier termination of this Agreement, we may use Research Data for or in connection with research, development, and related purposes, including but not limited to publishing technical reports and articles, conducting training, to demonstrate the effectiveness of its products and services, and engaging in further research and development activities (collectively, “Research Use”).

Data Correction or Deletion. You may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the License Term using the correction and deletion tools available to you through the Services. Parents of Students, guardians, or eligible Students may request to review, access, correct, delete, opt out, or remove their student data by contacting their school administrator. The school administrator can then verify the identity of the requesting party and notify us of the request. We will promptly comply with valid requests for correction or removal of such Customer Data. We cannot delete, change, or divulge any Customer Data unless authorized by the Student’s School. During the License Term, you may also request that we delete all Customer Data containing “personally identifiable information” as that term is defined in 34 CFR § 99.3 (“PII”), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, we will honor that request as soon as is reasonably practicable. You acknowledge and agree that, in the event that any Customer Data is altered or deleted as provided in this section, the usefulness and functionality of the Service may be impacted.

Security and Protection of Student Data.

(a) We will protect the confidentiality of Customer Data entered into the Service as required of us by the applicable State and Federal laws governing student privacy. Without limiting the generality of the foregoing, we will adhere to the following security procedures: (i) Customer Data will be stored in one or more password-protected servers located in the United States; (ii) we will provide you with one or more Service accounts and associated passwords that are distinct from the accounts for other users of the Services and that allow you to access Customer Data through the Services; (iii) Customer Data in the Services will be encrypted while at rest and in transit; (iv) all our personnel with access to Customer Data containing PII will undergo background checks at hire and will receive training in data security and confidentiality; and (v) backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States and, unless otherwise required by a court order, subpoena, or similar legal or administrative proceeding or our document retention policy, will be destroyed upon the earliest of (A) our receipt of a request from you to delete such Customer Data; (B) within a reasonable time following the expiration of the Export Period; or (C) a scheduled deletion of backups.

(b) During your use of the Services, you will use the Service in accordance with applicable specifications and documentation provided or made available to you by Acadience, as updated from time to time (“Documentation”), and you will comply with all applicable laws and with industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access the Service. You further agree to maintain adequate training and education programs to ensure that your employees and any others acting on its behalf are aware of and adhere to Customer’s privacy, data protection, confidentiality and information security practices.

(c) You represent and warrant that you have obtained all necessary permissions to disclose the Customer Data to us. Your use of the Services must comply with all local, state, and federal privacy laws, which may include, but is not limited to, the Family Educational Rights and Privacy Act (FERPA). If your use is subject to FERPA, by accessing the Services, you thereby appoint us as a “school official” as that term is used in FERPA, and you have determined that we have a “legitimate educational interest” for the purpose of carrying out our responsibilities under these Terms. You may not and will not: (i) assign, license, sublicense, transfer, pledge, or otherwise transfer all or any of your rights under these Terms; (ii) access the source code for or reverse assemble, reverse compile, reverse engineer, cross compile or otherwise adopt, translate or modify the Service; (iii) enter data into the Services for more than the number of students for which you have purchased access. Acadience shall comply with all applicable requirements of student and employee records, including the Family Educational Rights and Privacy Act, Section 2-d of New York Education Law and regulations of the United States and New York State Education Departments, as set forth in the following addendums that are incorporated herein:

- i. Addendum A: Parents’ Bill of Rights for Data Privacy and Security; and
- ii. Addendum B: Third Party Data Security and Privacy Plan

In the event there is conflict between these Terms of Service or the related agreement for services and the Third Party Data Security and Privacy Plan, the terms of the Third Party Data Security and Privacy Plan prevail and shall be given effect.

(d) Sometimes, at the direction of an educator or administrator, students under the age of thirteen may enter multiple choice answers or other standardized assessment responses directly into the Services (instead of relaying assessment responses to a teacher or administrator to enter the responses into the Service). Use of the Services in this manner may qualify as collecting “personal information” from a child, as that concept is described in the Children’s Online Privacy Protection Act of 1998 (“COPPA”). In general, COPPA prohibits website operators like Acadience from collecting, using, or disclosing personal information from a child without first notifying, and obtaining consent from, the child’s parent or guardian. However, when our customer is an educational institution, Acadience’s use of this information is limited to school-authorized educational purposes, and our Services are used solely in the context of school-directed learning. Under those circumstances, COPPA allows schools to act as intermediaries between operators and parents in the notice and consent process, provided that the operator gives the school notice of the operator’s collection, use and disclosure practices. We provide additional information for schools, educators, and parents related to COPPA in our COPPA Notice available [here](#). When our Customer is an individual educator, we require the educator to obtain express consent from a parent or guardian of any minors, and direct consent from students above the age of majority, prior to providing us with any personally identifiable student data. Individual teachers must provide parents with a consent form that describes the data that Acadience will collect, how that data is used, and a link to our *Digital Products Privacy Statement*. Where you are using the Services to collect personal information from children, you agree that Acadience may presume, as COPPA allows us to presume, that your authorization is based on the school having obtained parents’ consent. For information about COPPA obligations and our data-collection and data-use practices, see the *COPPA Direct Notice* linked earlier in this paragraph. If you inform Acadience that a parent has not consented to the Services’ collection of their child’s personal information, we will not collect personal information from that child. For a more detailed description of our privacy practices that apply to our collection and use of personally identifiable information through the Services, please review the *Acadience Digital Products Privacy Statement*, available at <https://www.acadiencelearning.org/digital-products-privacy-statement/>.

Re-disclosure of Customer Data Containing PII. We will only re-disclose Customer Data containing PII: (a) at your request; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes described in the *Acadience Digital Products Privacy Statement*, or as otherwise permitted by applicable federal and state laws. To request that we re-disclose Customer Data containing PII pursuant to this Section 6, you must fill out a Data-Sharing Addendum (an “Addendum”) that specifically names the recipients that you request we re-disclose Customer Data to on your behalf (“Authorized Recipients”). In completing and submitting an Addendum to Acadience, Customer acknowledges, affirms, and certifies that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. We will re-disclose Customer Data to Authorized Recipients on behalf of Customer through the Service access or as otherwise requested by Customer and agreed to by Acadience, in its sole discretion.

Security Breach Notifications. If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to the Services (a “Security Breach”), the party discovering the Security Breach will inform the other party in writing within seventy-two (72) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further or additional Security Breach. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If you elect to or are required by law to notify any governmental agencies or individuals whose data was or may have been involved in the Security Breach, you are solely responsible for doing so.

Contractor shall provide notice to Rockland CSD within seventy-two hours of discovery in the event of a cybersecurity incident that affects Rockland CSD’s duty to report to the New York State Division of Homeland Security and Emergency Services (Gen. Mun. Law § 995-a, et seq.).

Pursuant to 8 NYCRR 121.10, in the event a security breach or unauthorized release is attributed to Acadience, Acadience shall pay for or promptly reimburse Rockland CSD for all security breach notifications required under NYCRR 121.10.

Intellectual Property.

General. We own and retain all right, title, and interest in and to the Services, the Student Materials, and all related intellectual property rights, and nothing in these Terms shall be interpreted or construed to transfer any right, title, or interest in the same, to you other than the limited right to access and display the Services and the Student Materials as expressly provided for in these Terms. The Services and all related resources and content, including student materials, videos, manuals, worksheets, guidance, and activities (collectively, “Materials”) on or within the Services, is proprietary content of Acadience. The Services and all Materials, including but not limited to text, images, videos, graphics, or code, are the property of Acadience and are protected by copyright, trademarks, and other intellectual property rights. All rights not specifically granted in these Terms are fully reserved by Acadience. The Materials are to be used exclusively by you and your students, and you agree not to distribute the Materials to other teachers or third parties, modify or create derivative works, or sell the Materials at any time. You further agree not to share your credentials with other persons, use the Services or Materials for commercial purposes, or use the Services or Materials to train others. You may not input the Materials or any portion thereof into an artificial intelligence service, such as a generative artificial-intelligence (AI) tool. These Terms do not grant you a license to use any trademark of Acadience or its affiliates. We may provide no-cost updates to the Services and the Materials from time to time at our sole discretion. However, you do not have any right to receive or use any new feature, functionality, module or product that we may, in our sole discretion, release from time to time to all customers at additional cost. We reserve the right to modify the Services and/or the Materials from time to time at our sole discretion.

In the event the Contractor modifies the Services and/or the Materials during the Term of this Agreement without prior written consent of Rockland CSD, Rockland CSD may terminate the agreement by providing thirty (30) days’ prior written notice to Acadience. During the thirty (30)-day notice period, the version of the Terms of Service in effect immediately prior to Acadience’s change shall continue to govern the parties’ rights and obligations.

Downloadable Materials. Certain student assessment Materials are made available by us for download (“Downloadable Materials”), subject to your compliance with these Terms. Your permission to download, photocopy, and use the Downloadable Materials is for the limited purpose of facilitating your educational, non-commercial use of the Services during the License Term and is not intended to and does not place the Student Materials in the public domain. You may download from the Services, make photocopies of, and use the Downloadable Materials solely for the administration of the assessments described in, and for the number of student licenses purchased by you. No Downloadable Materials may be sold, licensed or further distributed or used for any purpose other than use of the Services during the License Term and for the number of student licenses purchased by you. You may use the Downloadable Materials only without alteration or modification (including, without limitation, without removing logos or acknowledgments for contributions to the Downloadable Materials). This permission does not include the right to otherwise post the Downloadable Materials online or to distribute them through social-media platforms. Any use of the Downloadable Materials other than as described in this paragraph is prohibited.

Termination; Effect of Termination.

In the event Rockland CSD materially breaches the Agreement, Acadience shall provide Rockland CSD with written notice specifying the nature of the breach. Rockland CSD shall have thirty (30) days from receipt of such notice to cure the breach. If Rockland CSD fails to cure the breach within this period, Acadience may terminate the Agreement upon written notice. In the event of such early termination, payment obligation under the agreement shall be pro-rated as of the effective date of such termination. Acadience shall reimburse Rockland CSD for any and all payments that related to services that will not be earned by Acadience between the date of such termination and the expiration of the term.

Upon expiration of the License Term or earlier termination of this Agreement, Customer will immediately cease using the Services except that, for a period of one hundred twenty (120) days following the expiration or earlier termination of the License Term, Customer may export its Customer Data (“Export Period”) by using the export tools available to Customer through the Services. During the Export Period, Customer will continue to be bound by the terms and conditions set forth herein regarding access to and use of the Service. Upon expiration of the Export Period: (a) Customer will not enter Customer Data into the Service, produce or export any reports or data sets from the Service, or otherwise access or use the Service; (b) Acadience will delete all Customer Data that contains PII from its live and backup servers as soon as is reasonably practicable; and (c) Acadience may use Research Data following expiration of the License Term or earlier termination of this Agreement, as provided above in Section 3. All provisions of the Terms which, by their nature are intended to survive termination, including, without limitation, terms related to choice of law, intellectual property, warranty disclaimers, and limitations of liability, will survive termination.

(Intentionally omitted)Indemnification

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the

“Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of these Terms of Service or the underlying agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under these Terms of Service or its underlying agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

As set out above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Choice of Law

This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York without regard to the choice of law provisions. Venue for any legal actions or proceedings arising from or in connection with this Agreement shall be in the courts situated in Sullivan County, New York.

You may not assign, sublicense, or otherwise transfer any of your rights under these terms.

These Terms (and if applicable, the Agreement) constitute the entire agreement between WLT and you regarding the Services, and supersede and replace any prior agreements, oral or otherwise, regarding the Services. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by these Terms will have any effect on the rights or obligations of the parties or otherwise modify the Terms, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.

Use by Federal Government

The Services, Materials and related documentation have been developed entirely with private funds and constitute commercial off the shelf (“COTS”) items, as that term is defined in the relevant acquisition regulations for the U.S. Government. If acquired by or on behalf of the U.S. Government, the Services, Materials, and related documentation is acquired as commercial computer software and/or commercial computer software documentation and is fully subject to the Terms.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. When we make any changes, we will alert you by posting an updated version of these Terms on our website and updating the “Last Updated” date above. Changes will become effective when posted.

In the event the Contractor materially modifies, amends, or otherwise changes its Terms of Service during the Term of this Agreement, Rockland CSD may terminate this Agreement by providing thirty (30) days’ prior written notice to Acadience. During the thirty (30)-day notice period, the version of the Terms of Service in effect immediately prior to Acadience’s change shall continue to govern the parties’ rights and obligations.

Force Majeure

Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as “Force Majeure”). Rockland CSD shall have no obligation to pay for services not rendered due to a Force Majeure event, shall have the right to terminate the Agreement immediately upon written notice to Acadience of any Force Majeure event, and shall not be liable for payment under this Agreement upon such termination.

Insurance:

Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, Acadience hereby agrees to effectuate the naming of the Rockland CSD as an unrestricted additional insured on Acadience’s insurance policies, with the exception of workers’ compensation. Contractor shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by Rockland CSD in its discretion, to cover potential claims arising out of the performance of this agreement.

The policy naming the Rockland CSD as an additional insured shall:

- (i) Be an insurance policy from an A.M. Best rated “secure” or better, New York State admitted insurer.

- (ii) State that Rockland CSD's coverage shall be primary coverage for the Rockland CSD, its Board, employees and volunteers.
- (iii) The Rockland CSD shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
- (iv) The certificate of insurance must describe the specific Services provided by Contractor that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$2,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
- (v) At the Rockland CSD's request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Contractor will provide a copy of the policy endorsements and forms.
- (vi) Contractor agrees to indemnify the Rockland CSD for any applicable deductibles and self-insured retentions.

Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under State of Acadience's residence.

Contact Information

If you have any questions about these Terms, please contact us at Legal@wilsonlanguage.com.