

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is entered into as of the July 1, 2023 (“**Effective Date**”) by and between Accel Online West LLC, a Delaware limited liability company (“**Accel**”), and Nevada Virtual Academy, a Nevada non-profit corporation and public charter school (the “**School**”).

RECITALS

Whereas, the School is a public charter school authorized and operating pursuant to NRS Chapter 388A and organized as a Nevada nonprofit corporation under the laws of the state of Nevada (the “**State**”) (as such provision may be amended from time to time) and the School has entered into a Charter Contract (as may be amended, the “**Charter Contract**”) with the Nevada State Public Charter Schools Authority (“SPCSA” or the “**Sponsor**”) pursuant to which the School is authorized to operate a public virtual charter school under State law;

Whereas, Accel was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide assistance and expertise, including curriculum, instructional support, technology assistance, and academic support services, in connection with the operation of the School; and

Whereas, the School and Accel (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby the School will pursue and provide educational excellence.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms and the Fee Schedule attached hereto as **Appendix A**:

ARTICLE I. EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND TECHNOLOGY SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Accel will provide to the School the following educational services (the “**Educational Services**”):
 - (i) Curriculum. Provide support for implementation of educational programs designed to achieve the goals set forth in the Charter Contract (the “**Educational Program**”). In the event Accel determines it is necessary to materially modify the Educational Program, Accel shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Sponsor (it being agreed that the School shall cooperate in obtaining such approval).
 - (ii) Instruction. Coordination of curriculum and related training to be provided by instructional and administrative personnel, and the School’s leadership

team and its teachers and support staff, all in accordance with ARTICLE VI below.

- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including computers, curriculum, software and multi-media teaching tools.
- (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform ("**AMP**"), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) English Language Learners (ELL). Provide support for implementation of curricular components designed to meet the needs of ELL as required by State and federal law.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act ("IDEA"). Accel will provide support for a comprehensive program using alternative curriculum for qualified students.
- (vii) Student Services. Accel will provide advice for School's Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This approach is designed to be holistic, including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Accel will advise regarding facilitating Student Services team members and teachers working together with students' families to provide students with wrap-around support to promote student motivation and timely graduation.
- (viii) Student Technology Assistance. Accel will provide students technology assistance as described in Appendix A.

1.2 Administrative Services.

During the Term, Accel will provide to the School the following administrative services (the "**Administrative Services**"):

- (a) School Support Services: Accel will collaborate with the School and provide school leadership support and development, academic programming guidance and support, charter renewal support, professional development, special education

support, school counseling and family support programming guidance, accessibility support, and ELL support.

- (i)
 - (A) Accel will provide information on a periodic basis or as requested by the School's board of directors (the "Board") with reasonable notice as may be reasonably necessary to enable the School to monitor Accel's performance under this Agreement.
 - (B) School's Right to Audit. The Board may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted in a manner so as to minimize disruption to Accel's operation of the School.
- (ii) Records. The student records pertaining to the School are subject to the applicable provisions of State and federal law. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("**FERPA**") and the State open records act, that Accel has a legitimate educational interest in the disclosure to Accel by the School (or its designees) of a student's educational records and that such records shall be disclosed to Accel so Accel may provide the products and services described in this Agreement. The Board recognizes and agrees that Accel and its Affiliates are "school officials" and have a "legitimate educational interest" as permitted by FERPA, and the Board will take all steps necessary to ensure Accel has access to records necessary to permit the provision of the educational products and services hereunder. Accel shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.
- (iii) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract, and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Accel's performance of the Educational Services and Administrative Services against mutually acceptable criteria and (C) such other metrics of performance reasonably requested by the School.

1.3 Technology Services.

- (a) During the Term, Accel or its Affiliates will provide or cause to be provided to the School the following technology products and services (the "**Technology Services**"):
 - (i) Monitor production services, i.e., the learning management and content management systems;
 - (ii) Monitor and analyze data to fix production issues as they arise;
 - (iii) Generate reports on student academic performance, attendance and progress;
 - (iv) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals ("**Computer**");

- Equipment**") for use by the School's students and staff working for the School;
- (v) Determine hardware configurations (including software and operating systems) for the School's technology needs;
 - (vi) Provide support for School administration in troubleshooting system errors; and
 - (vii) Other technology support services requested and mutually agreed upon by the Board and Accel.
- (b) The School will lease from Accel computers and related technology equipment as set forth in Article IV below. If the School does not renew this Agreement for a second Term, the School shall purchase from Accel all computers that were leased by the School and not returned to Accel. The purchase price of non-reclaimed computers is \$175 each.

ARTICLE II. TERM

- 2.1 **Term.** The term of this Agreement will commence on July 1, 2023 (the "**Start Date**") and shall continue thereafter through June 30, 2024 (the "**Term**") unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 **Renewal.** The Parties may elect to renew this Agreement. The Parties agree to give written notice of their intent to renew or not to renew this Agreement at least six (6) months prior to the expiration of the Term and, should both Parties desire to renew this Agreement, they shall work diligently to negotiate such agreement by March 15, 2024.
- 2.3 **Sponsor or Charter Contract Change.** In the event the Sponsor and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Accel's ability to deliver services, upon written notice to the other Party, Accel or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

**ARTICLE III.
RELATIONSHIP OF THE PARTIES**

- 3.1 Status of the Parties. Accel is not a division or any part of the School. The School is a separate and distinct legal entity authorized under State law and is not a division or a part of Accel. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Accel. Neither the School nor Accel will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Accel is an independent contractor. No employee of Accel will be considered an employee of the School by either Party for any purpose whatsoever and Accel will inform each person whom Accel employs or hires and who provides a direct service to the School that: (a) The person is not employed by the Board; and (b) The provisions of [NRS 388A.530](#), [388A.533](#), [388A.535](#), [388A.538](#), [388A.541](#) and [388A.544](#) do not apply to an employee of Accel or any person hired by Accel to perform a service to the School, including, without limitation, the provisions governing the status of employees of a charter school and their collective bargaining rights and benefits.
- 3.2 Oversight of Accel. The Board shall be responsible for monitoring Accel's performance under, and compliance with, the terms of this Agreement in accordance with applicable law and will evaluate Accel's performance on an annual basis using metrics included in **Appendix B**, hereto. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Sponsor as required. Accel shall reasonably cooperate with the Board's monitoring and oversight. The Board retains the right to exercise its governmental functions and further retains the right and ultimate authority to make decisions about governmental functions, notwithstanding any contrary provision in this Agreement.
- 3.3 School-Related Correspondences. The Board shall provide Accel with all reports, documents and other findings that are related to or may have an impact on Accel's obligations herein.
- 3.4 Accel Attendance at Board Meetings and Board Member Payment. Accel shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person when requested to do so by the Board.
- 3.5 No Related Parties or Common Control. Accel will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Accel shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Accel or its directors, members,

managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Accel will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Accel will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the “**Internal Revenue Code**”), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.6 Other Schools. The School acknowledges that Accel will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.7 Additional Services. During the Term, if School desires additional educational products or services, the Board shall first inquire whether Accel has the ability to provide the same. Inquiry shall be made pursuant to the Notice Section below. If Accel and/or its Affiliates provide such services, Accel will provide the School a bid to provide the same which bid will be presented to the Board for consideration with any similar bids for products or services the School receives from other providers. “**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Accel whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Products and Services.
- (a) Service Fees. The School will pay to Accel fees as set forth in the attached Fee Schedule (the “**Service Fees**”) which is incorporated into **Appendix A**.
- (b) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Accel’s compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- Annual Reconciliation. Service Fees charged on a per student basis shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Accel with a copy of the written notice promptly upon receipt of same,
- 4.2 Time and Priority of Payments. Each installment of the Service Fees will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
- 4.3 Interest Rate. Unless otherwise agreed by the Parties, unpaid Service Fees will accrue interest at the one-month London Interbank Offer Rate (“**LIBOR**”), plus four percent (4%) for the time overdue, provided if one-month LIBOR shall be

discontinued during the Term, Parties hereby agree that the one-month secured overnight financing rate shall be substituted therefor.

**ARTICLE V.
RESERVED**

**ARTICLE VI
PERSONNEL AND TRAINING**

- 6.1 Training. Accel will provide training in its instructional methods, curriculum, educational program and support technology to the School's personnel on a regular and continuous basis. The training will enable the School's instructional staff to provide in-service training to each other.
- 6.2 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party, unless otherwise agreed to in writing, may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or former employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. If a Party breaches the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, and seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time referenced above will be extended by the amount of time a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant as set forth in this Section 6.2.

**ARTICLE VI.
TERMINATION OF AGREEMENT**

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than March 1 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligation to pay incurred fees and costs to Accel.
- 7.2 Termination by Agreement of Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Accel for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
- 7.4 Real and Personal Property. Upon expiration or termination of this Agreement by either Party for any reason, all real and personal property leased by Accel to the School will remain the real and personal property and leases of Accel, and any personal property purchased by Accel with the funds provided to Accel by the School pursuant to Section 4.2 above will be the personal property of the School.
- 7.5 Return of Materials and Records. On the later of (a) thirty days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Accel in writing that the School has ceased use of any proprietary

materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Accel's direction, the School will promptly permit representatives of Accel or its Affiliate to pick up all such materials at the School. Accel shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, Accel shall instead transmit the educational records of each student to the SPCSA.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Accel owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**") and to the name "ACCEL™" (such name being a trademark of Accel). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Accel. In accordance with all laws and regulations, Accel shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Accel or its assignees, including "Services by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. Accel developed and owns, or has a license to use, proprietary rights to the Protected Materials. Accel hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of Accel.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Accel. To the extent permitted by law, the School will indemnify, defend and save and hold Accel and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless from and against third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a "**Claim**") (including reasonable attorney's fees and costs) that arise out of wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings contained in or made pursuant to this Agreement; any misrepresentations

contained in or made pursuant to this Agreement; any action or omission by any of them that results in injury, death or loss to person or property; and any violation by them of any applicable local, State or federal law, rule, or regulation. The Parties acknowledge and agree that Accel and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.

9.2 Indemnification of the School. Accel shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of Accel, or from conduct committed or alleged to have been committed by Accel on the premises of the School, or from conduct committed by Accel's employees, officers, directors, subcontractors, or agents, during the Term of this Agreement or any renewal thereof. Accel shall defend the SPCA in any such action or proceedings brought thereon. This provision shall survive the termination of this Agreement.

9.3 Defense. A person or entity seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if the settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

(a) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY

AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

- (b) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND ACCEL'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST ACCEL OR ITS AFFILIATES, NOR SHALL ANY SUCH OCCASION RENDER ACCEL IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. Accel will, at the School's request, help the School obtain its desired insurance. The School will maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to Accel and Authorizer. Upon Accel's request, the School shall deliver to Accel

a copy of such policies.

- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Accel. Accel hereby represents and warrants to the School:
- (a) Accel is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Accel has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Accel's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Accel in writing and relating to the School. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Accel:
- (a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.

- (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Services, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School will seek approval of this Agreement from the SPCSA and the Parties explicitly understand that the Agreement will not be valid and/or become effective without approval from the SPCSA.
 - (d) The School is not in breach of and has not defaulted under the terms of its current Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the “**Disclosing Party**”) or received through association with the Disclosing Party (collectively, “**Confidential Information**”), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the “**Receiving Party**”) and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party

uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement or as otherwise required by law; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit any Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, price lists, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, pandemic, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be

excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Nevada, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in Clark County, Nevada. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mail, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile on a Business Day during normal business hours, or the next Business Day thereafter if sent on a non-Business Day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:
Nevada Virtual Academy
Attn: Board President
8645 S. Eastern Ave., Ste. 100
Las Vegas, NV 89123

With a copy to:
Samantha Morris,
5109 Cascade Pools Avenue
Las Vegas, NV 89131

Kara Hendricks
Greenburg Traurig, LLP
10845 Griffith Peak Drive, Suite 600,
Las Vegas, NV 89135
Facsimile:(702) 792-9002

To:
Accel Schools LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:
Pansophic Learning US LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

“Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States.

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Accel may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Accel hereunder to any Affiliate, independent contractors, experts or professional advisors.

- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Board president or other authorized officer of the School and an authorized officer of Accel. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The Parties acknowledge that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect Accel, its Affiliates and their business interests as well as the School. The Parties understand and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the

ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Accel's Chief Operating Officer or equivalent who shall have ten (10) Business Days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Parties.
- 13.12 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

~ Signatures on next page ~

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online West LLC

NEVADA VIRTUAL ACADEMY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____