



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$5,000 OR MORE

WHEREAS, **Adams 12 Five Star Schools** in the County of Adams and State of Colorado (the "**District**") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the District; and

WHEREAS, the District has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS, **FLORIDA VIRTUAL SCHOOL [FLVS]**, (the "**Contractor**") having a principal place of business at **2145 Metrocenter Blvd, Suite 100, Orlando, Florida 32835, USA** is qualified to provide the services required by the District; and

WHEREAS, the District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District's trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, other information relating to any of the District's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("**Confidential Information**"). Due to the value of the District's Confidential Information and the consequences if it is disclosed, taken or misused for any reason, the District seeks by this Agreement to protect the District's Confidential Information and any other confidential information the Contractor acquires as a result of the Contractor's provision of services to the District. The Contractor recognizes and respects the value of the District's Confidential Information.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform the services as follows: **Client Hosted Enterprise License (Grades K-12). Including Consultative IT Services** to be provide in accordance with Contractor's Proposal dated **July 23, 2020 [Proposal #00007242]** attached hereto and incorporated by reference marked as **Exhibit A. and including all terms and conditions referenced therein.** The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the District.
2. **Schedule.** The District and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Project location: Adams 12 Five Star Schools, 1500 East 128th Avenue, Thornton, CO 80241-2602.**
3. **Term.** The provision of services under this Agreement shall commence on **Execution of this Agreement** and will terminate on **June 30, 2021**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the District has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the District is obligated to pay for the services rendered under this Agreement is as follows: **Adams 12 Five Star Schools, Six Hundred Forty Nine Thousand Three Hundred Ninety**

Six and no/100 Dollars (\$649,396.00) and under no circumstances whatsoever shall the fee exceed, **Six Hundred Forty Nine Thousand Three Hundred Ninety Six and no/100 Dollars (\$649,396.00)**. The District shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the District's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable with the Voucher Request, the P.E.R.A. Retiree form and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the District:

- a. Dates of which services were rendered
- b. Detailed description of the services or activities performed
- c. If services were on a "fixed price" basis, a summary of provided milestones as per the scope of work shall be furnished
- d. Names of the individuals providing services
- e. Hours worked
- f. Bill rate or compensation for the services rendered
- g. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. (The District uses the prescribed Federal guidelines for travel reimbursement. For further information, please go to the District website and see Superintendent Policy 4150 for guidelines on accepted daily rates.)

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the District. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the District will not:

- a. Require the Contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and
- h. Pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- i. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the District has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no

interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance without the other party's prior written consent.

10. Assignment Prohibited. The Contractor shall not assign any of the services that require performance under the Agreement. In this regard, the Contractor understands that the performance of the scope of work is considered personal services under this Agreement.

11. Compliance with Law and District Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable District policies. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Those employees who have been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will not be allowed to work on District property, with District staff or students, or have access to District information. Contractor shall provide proof of background checks upon request by the District. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The District's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the District may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District, or if any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services for to the party/parties to that contract.

14. Fund Availability. Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

15. Indemnification. The Contractor agrees to indemnify and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, representatives, or agents, which arises directly or indirectly from any act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. Nothing herein is intended to serve as a waiver of Contractor's sovereign immunity under Florida law.

16. Governing Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by

reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

17. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

18. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

19. Binding Arbitration Prohibited. The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

20. Insurance. The District will not include the Contractor as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Colorado law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence and \$500,000 for bodily injury or property damage, and \$5,000 for medical expenses for any one person.
- c. Automobile Liability Insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.

Insurance coverage shall not be reduced below the limits described above or canceled without the District's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) not be canceled without thirty (30) days prior written notice to the District; and (iv) the District shall be named as an additional insured.

21. No Waiver. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

22. Public Contracts for Services. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this agreement is being performed, (b) shall notify the subcontractor and the District within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and

Employment. If Contractor participates in the State program, Contractor shall deliver to the District a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the District may terminate this agreement for breach and, if so terminated, Contractor shall be liable for damages.

23. Public Contracts with Natural Persons. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this agreement

24. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

25. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

26. Relief the District May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 27 of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 27 of this Agreement, the District will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

27. Confidential Information Belongs Solely to the District. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting and of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business in any way adverse to the District's interests;
- d. The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.
- e. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information.
- f. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- g. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractor's duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor's obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

28. Non-solicitation. The Contractor shall not solicit directly or indirectly any of the District's employees for a period of two (2) years following the termination of this Agreement without prior written consent of the District.

29. Notices, Process. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Contractor's address provided in this Agreement, while the District's Notice address is as follows: Adams 12 Five Star Schools, Chief Operating Officer, 1500 East 128th Avenue, Thornton, CO 80241; or at such other address that either party may provide later to the other party. Each party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other party and that party's attorney as provided above.

30. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the District against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the items, to notify the District of the extent of copying from third party works as well as to notify the District of any limitations placed on the use of those materials copied from third parties.
- c. All of the items prepared for or submitted to the District by the Contractor under this Agreement shall belong exclusively to the District and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the District. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, the Contractor hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.
- d. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and (ii) authorize other to do any, some or all of the foregoing.
- e. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated below:

Acknowledged Before Me

FLORIDA VIRTUAL SCHOOL [FLVS],

By Louis Algaze, Ph.D.

Signature

Louis Algaze, Ph.D.

Name and Title

2145 Metrocenter Boulevard, Suite 100

Address

Orlando, FL 32825

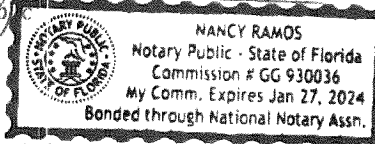
City, State, Zip

Witness My Hand and Official Seal

My Commission Expires: January 27, 2024

By: Nancy Ramos

Notary Public



Tax ID

7/27/2020

Date

I hereby certify that the individuals requested in this Agreement are not school district employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**ADAMS 12 FIVE STAR SCHOOLS
IN THE CITY OF THORNTON, COUNTY OF
ADAMS, STATE OF COLORADO
RECOMMENDED BY:**

Ashish Mahajan - SC

Site Administrator's Signature

Ash Mahajan Chief Technology Officer
Name and Title

Information Technology Department

School or Department

7/24/2020

Date

APPROVED BY:

Suzi DeYoung
Authorized Designee of the Board of Education

Suzi DeYoung - Chief Financial Officer (CFO)
Name and Title

7/28/2020
Date

This form must be completed in full, submitted to the District's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Education prior to the commencement of the Contractor's provision of services. THE DISTRICT SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROV

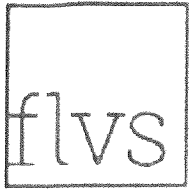


Exhibit A QUOTE

THIS IS NOT AN INVOICE

Company Address 2145 Metrocenter Blvd, Suite 100
Orlando, Florida 32835
United States

Created Date 7/23/2020
Expiration Date 8/24/2020
Quote Number 00007242

Prepared By Crystal Howard
Phone 407-529-6971
Email choward@flvs.net

Account Name Adams 12 Five Star Schools

Quote To United States

Product	Quantity	Sales Price	Discount	Total Price
Client Hosted Enterprise License (Grades K-12) 35,000 - 39,999	1.00	\$680,000.00	5.00%	\$646,000.00
Consultative IT Services - General	4.00	\$199.00		\$796.00
Consultative Services - General	1.00	\$100.00		\$100.00
Product Orientation - Non Hosted Models	1.00	\$0.00		\$0.00
Training Webinar Per Hour	10.00	\$250.00		\$2,500.00

Grand Total \$649,396.00

Please make Purchase Order out to Florida Virtual School

*This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Florida Virtual School at its offices. Not responsible for typographical or other errors. Florida Virtual School's standard terms and conditions will apply to any order.

**This course is not yet available for delivery. Please contact your FLVS Global representative for estimated delivery dates.

Any pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Payment Information

Please contact your sales representative for an invoice.

Client Hosted Enterprise License (Grades K-12) Terms

Type of License:

• **Client Hosted Enterprise License (Grades K-12):** Under the Client Hosted Enterprise License the customer pays an annual license fee for access to a catalog of courses. The customer may teach these courses with an unlimited number of students for which it receives FTE funding within the geographic boundaries of the "Authorized Sites" as established in the Florida Virtual School Terms and Conditions. Annual license fee is based on customer's student population in grades K-12.

Terms and Restrictions:

- Course materials are NOT included. Please see your FLVS representative for a list of applicable materials.
- Instruction provided by customer.
- eTeacher's Guides are included. (*Guides may not be available for all courses.)
- Courses may be modified and/or customized by customer.
- Some courses are not available in this model. Please ask your FLVS representative for a list of courses included in an enterprise license.

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at www.flvs.net/globaltermsandconditions.



QUOTE

THIS IS NOT AN INVOICE

- Assessments, discussion prompts, and FLVS hosted course content links for one master version of each named course in the FLVS enterprise license course catalog will be delivered to customer's FLVS approved Learning Management System (LMS)..
- Support for one master version of each named course in the FLVS enterprise license course catalog is included in the annual enterprise licensing fee.
- FLVS approved LMS and versions include Blackboard 9.1, Ultra; Agilix Buzz, Canvas, Desire2Learn 9.x, 10.x, 20; Moodle 3.1, 3.3, 3.4, 3.5, 3.6, 3.7; Schoology, Moodlerooms 3.7.

Length of Term:

- The Client Hosted Enterprise License is an annual renewable license. Customer will have license to utilize the licensed courseware for 12 months from the date access is granted.

Add-On Unlock

Unlock may not be available for some courses. Please see your FLVS representative for details.

Definitions:

- State Specific Content – Delivery of a named course containing state specific content in lessons and specific assessments.
- Single Lesson Navigation – Provides FLVS prescribed lesson numbering. Prohibits students from navigating between lessons.
- Module and Lesson Number Removal – FLVS prescribed lesson and module numbers are removed from the content and assessments.

Add-On Rush Load

Terms and Restrictions:

Rush load delivery date is an estimate. Actual date of course delivery is dependent on customer providing required information by FLVS-assigned deadlines.

Add-On Early Access

Terms and Restrictions:

Early Access provides customer with access to FLVS-provided content for the sole purpose of customer-provided instructor training and set up of domain and courses in preparation for the coming license period. Enrollment of students is NOT permitted during the Early Access period. If customer enrolls students during Early Access, standard enrollment fees will apply. Please see your FLVS representative for details.

Length of Term:

- The Early Access License is limited to the time period indicated on this quote.

Add-On Professional Development/Training Terms

Terms and Restrictions:

- Client Hosted licensed PD Courses include delivery of course to a client hosted, FLVS approved LMS.
- FLVS Hosted PD Courses include the use of the LMS (Buzz) to access the PD Course.
- Facilitated PD Courses include facilitation from an FLVS implementation specialist.
- Face to Face training consists of 6 hours of training per day in a single, specified training location.

Length of Term:

- FLVS Hosted PD Courses include access to the content for a period of one calendar year after access is provided.
- For Facilitated PD Courses 30 hours in length, FLVS will provide facilitation for the first 12 weeks after access is provided. For Courses 60 hours in length, FLVS will provide facilitation for the first 20 weeks after access is provided.
- All other Professional Development/Training services, including face to face trainings and webinars, must be scheduled and delivered within twelve (12) months of purchase.

Add-On Consultative Services Terms

Terms and Restrictions:

- Unless otherwise stated by the order documentation, Consultative Services are charged by the hour, or by the day in the case of face to face consultation, for actual work performed in relation to the agreed upon services. This includes but may not be limited to requirement gathering, preparation time, and actual delivery of services or findings to customer.
- Unless otherwise stated by the order documentation, Consultative Service hours will be pre-purchased by the customer and can be used upon no less than 5 business days advance notice to customer's FLVS Global contact.
- Once hours are depleted, customer will be notified and offered the option of purchasing additional hours.
- Consultative services do not include access to FLVS courses.

Length of Term:

- Consultative Service hours purchased by customer must be used within one calendar year from purchase date.

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at www.flvs.net/globaltermsandconditions.

1148 Metro Center Blvd
Suite 100
Tallahassee, FL 32305

C: 800.574.1450
E: info@flvs.net
W: www.flvs.net

June 17, 2020

Adams 12 Five Star Schools
1500 E 128th Ave
Thornton, Colorado 80241

To Whom It May Concern:

Thank you for your interest in Florida Virtual School.

This letter is to assure you that Florida Virtual School is the sole source of the bundle of courses listed below in the FLVS Hosted Enterprise License (Grades K-12) 35,000 – 39,999 model.

Adv Algebra w/ Financial Apps v14
Algebra I v21
Algebra I for Credit Recovery v15
Algebra II v14
Algebra II for Credit Recovery v15
Algebra Readiness
American History I v16
American History II v16
American Sign Language I v19
Anatomy & Physiology v13.2
AP Art History v15
AP Biology v13
AP Calculus AB v14
AP Calculus BC v14
AP Computer Science A v20
AP English Lang & Comp v20
AP English Lit & Comp v10.2
AP Environmental Science v16
AP Human Geography v18
AP Macroeconomics v9

Calculus Honors v14
Chemistry I v18
Chemistry for Credit Recovery v15
Chinese I v12
Chinese II v8
Chinese III v9
Comprehensive American History v16
Digital Information Technology v18
Earth Space Science v19
Economics v19
Economics with Financial Literacy v16
Economics with Financial Literacy for Credit Recovery v15
Elem Art Grade 1 v17
Elem Art Grade 2 v17
Elem Art Grade 3 v17
Elem Art Grade 4 v17
Elem Art Grade 5 v17
Elem Art Grade K v17
Elem Language Arts Grade 1 v17

Elem Math Grade 4 v17
Elem Math Grade 5 v17
Elem Math Grade K v17
Elem Physical Education Grade 1 v17
Elem Physical Education Grade 2 v17
Elem Physical Education Grade 3 v17
Elem Physical Education Grade 4 v17
Elem Physical Education Grade 5 v17
Elem Physical Education Grade K v17
Elem Science Grade 1 v17
Elem Science Grade 2 v17
Elem Science Grade 3 v17
Elem Science Grade 4 v17
Elem Science Grade 5 v17
Elem Science Grade K v17
Elem Social Studies Grade 1 v17
Elem Social Studies Grade 2 v17
Elem Social Studies Grade 3 v17
Elem Social Studies Grade 4 v17
Elem Social Studies Grade 5 v17

1450 McPherson Blvd
Suite 100
Orlando, FL 32835

Phone: 407.372.1470
Fax: 407.372.1471
Web: www.flvs.net

Elem Technology Grade 1 v19
Elem Technology Grade 2 v19
Elem Technology Grade 3 v19
Elem Technology Grade 4 v19
Elem Technology Grade 5 v19
Elem Technology Grade K v19
English I / Honors v15
English I for Credit Recovery v16
English II v14.3
English II for Credit Recovery v15
English III v14.3
English III for Credit Recovery v16
English IV College Prep v13
English IV v19
English IV for Credit Recovery v15
Fitness Lifestyle Design v17
Foundations of Programming v18
French I v18
French II v18
Geometry v16
Geometry for Credit Recovery v15
HOPE v14.3
Integrated Mathematics I v15
Integrated Mathematics II v15
Integrated Mathematics III v15
Intensive Reading: A Universe of... v16
Intensive Reading: Fields of... v18
Journalism I v15

Latin I v20
Latin II v20
Latin III / Honors v12
Liberal Arts Math I v16
Liberal Arts Math II v17
Life Management Skills v10
Marine Science v15
MS Beginning Spanish v18
MS Business Keyboarding v20
MS Civics v19
MS Coding Fundamentals v20
MS Comprehensive PE Grades 6/7 v17
MS Comprehensive PE Grades 7/8 v17
MS Comprehensive Science I v18
MS Comprehensive Science II v18
MS Comprehensive Science III v18
MS Critical Thinking, Problem Solving
& Learning Strategies v15
MS Fitness - Grade 6 v17
MS Grade 6 Mathematics v14
MS Grade 7 Mathematics v14
MS Language Arts I v14
MS Language Arts II v14
MS Language Arts III v14
MS Louisiana History v18
MS Orientation to Art 2D v5
MS Reading I v8
MS Spanish Intermediate v19

MS US History v14.3
MS World History I v16
MS World History II v17
Personal Financial Literacy v19
Personal Fitness v10
Physical Science v19
Physics I v19
Pre-Algebra v16.2
Pre-Calculus v12.2
Probability and Statistics Honors v18
Procedural Programming v18
Psychology I v18
Reading for College Success v10
Social Media I v16
Spanish for Spanish Speakers v12
Spanish I v19
Spanish II v19
Spanish III v18
Spanish IV v19
Thinking and Learning Strategies v6
US Government v12.2
US Gov for Credit Recovery v15
US History v12.2
US History for Credit Recovery v15
World History v16
World History for Credit Recovery v16

Please let me know if there is anything we can do to help with your program.

Sincerely,



Courtney Calfee
Senior Director of Partner Services, Global





TERMS AND CONDITIONS FOR USE OF FLVS LICENSED PRODUCT(S)

IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE LICENSED PRODUCT, AND NOTIFY FLORIDA VIRTUAL SCHOOL WITHIN TEN (10) DAYS OF RECEIPT OF THIS AGREEMENT. BY USING THE LICENSED PRODUCT AS PERMITTED BY THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This document contains terms and conditions applicable to the FLVS product line. The FLVS product line consists of a variety of virtual learning product offerings. Article A (Licensed Product Terms and Conditions) contains license terms that are applicable to all product offerings within the FLVS product line. Article B (Supplemental License Terms and Conditions) contains additional terms that are applicable to specific product offerings within this product line. Although Article B contains terms governing multiple offerings within the FLVS product line, Customer/Licensee will receive licenses only to those offerings that Customer/Licensee has actually ordered. Article C (Support and Services Policies) contains additional terms relating to FLVS' provision of support and services associated with the product offerings covered by this Agreement. Article D (Marketing Terms and Conditions) of this document sets forth FLVS' marketing and branding terms and conditions, along with additional terms for the use of the FLVS name and trade dress in connection with Customer/Licensee's use of the Licensed Product. Finally, Article E (Demo Access – Mutual Nondisclosure Agreement) sets forth the terms and conditions for Customer/Licensee's use of any of FLVS' demo products or courses.

FLVS is not subject to certain data privacy laws, including E.U. General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA"). Despite this, FLVS endeavors to provide a reasonably equivalent level of protection for the personal information of users of its products as part of its commitment to protecting the privacy of its users. FLVS may use, collect, and process your personal information through your use of its products. Your use of any and all product offerings within the FLVS product line constitutes consent to our privacy practices regarding your personal information as detailed in FLVS's Privacy Policy which is incorporated herein by reference. Your continued use of the product affirms your agreement to this Privacy Policy and any modifications or amendments thereto. If you do not wish to be bound by these provisions, do not use the product and uninstall any downloads and applications. If there is any conflict between FLVS's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control unless specified otherwise herein.

ARTICLE A: LICENSED PRODUCT AGREEMENT

1. DEFINITIONS. This Agreement is between Florida Virtual School ("FLVS" or "Florida Virtual School") and the school, school district or other entity licensing Licensed Product from Florida Virtual School ("Customer/Licensee"). In addition, the following definitions shall apply:

1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 "Agreement" shall mean, collectively, the Order Documentation, this Agreement, and all other Contract Documents identified in the Order Documentation.

1.3 "Authorized Sites" shall mean the schools, school districts or other entities named in the Order Documentation as being licensed to provide access to the Licensed Product to their Authorized Users.

1.4 "Authorized Third Party." For certain Licensed Products, Customer/Licensee may purchase a license from FLVS for a Licensed Product that will be deployed in a learning management system ("LMS") not hosted by FLVS or FLVS's designee. Rather, the Customer/Licensee may license an LMS from a third party and have such third party host the LMS or have the LMS locally deployed in the Customer/Licensee's own networking environment. In either instance, the third party licensing the LMS to Customer/Licensee is referred to herein as an "Authorized Third Party." The FLVS Approved LMS providers are subject to change and the list can be made available upon request.

1.5 "Authorized Users" shall mean (a) students enrolled at the Authorized Sites, and (b) teachers, administrative personnel or other instructional staff employed by the Authorized Sites or by a central administrative office responsible for the Authorized Sites.

1.6 "Confidential Information" shall mean any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plans, and equipment), which is designated as "Confidential," "Proprietary," or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

1.7 "Documentation" shall mean all standard written user information, whether in electronic, printed or other format, delivered to Customer/Licensee by FLVS with respect to the Licensed Product, now or in the future, including, but not limited to, instructions, manuals, training materials, and other publications provided by FLVS that contain, describe, explain or otherwise relate to the Licensed Product.

1.8 "Licensed Product" shall mean the applicable virtual learning product offering(s) described in the Supplement and licensed to Customer/Licensee pursuant to this Agreement, as specified in the Order Documentation. Licensed Product shall be deemed to include all course

content, LMS software (if applicable), hosting services (if applicable), assessments and other materials provided or made available by FLVS to Customer/Licensee in connection with the virtual learning product offerings licensed by Customer/Licensee hereunder, including all Documentation supplied by FLVS in connection with any such offerings.

1.9 “Order Documentation” shall mean a price quotation, invoice or other documentation provided by FLVS specifying the Licensed Product and associated support and/or services being offered to Customer/Licensee, which has been accepted by Customer/Licensee as evidenced by Customer/Licensee’s submission to FLVS of a purchase order or other written acknowledgment of Customer/Licensee’s order for Licensed Product or by Customer/Licensee’s payment of applicable fees.

1.10 “Intellectual Property Rights” include all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

2. LICENSE GRANT.

2.1 Basic Terms. Subject to the terms and conditions of this Agreement, FLVS grants to Customer/Licensee a restricted, non-exclusive, non-transferable license to use the Licensed Product for the applicable license term for which Customer/Licensee has paid FLVS’s applicable license fees. The Supplement contains additional licensing restrictions that are applicable to the various Licensed Products available to Customer/Licensee under this Agreement, and Customer/Licensee agrees to abide by such restrictions. Regardless of the specific Licensed Product being licensed by FLVS to Customer/Licensee, Customer/Licensee acknowledges and agrees that the Licensed Product may only be used by Authorized Users for educational purposes. **Under no circumstances may Customer/Licensee or Authorized Third Party utilize the Licensed Product(s) for or to any school, business, person, or entity other than Customer/Licensee’s delivery of direct instruction to Customer/Licensee’s students by Customer/Licensee’s employees.** In no event will Customer/Licensee use the Licensed Product, including assessments, whether on a non-profit or for-profit basis, in a manner that services students of any schools or school districts that are not operated by Customer/Licensee, or for any schools or school districts that are operated by Customer/Licensee but for which Customer/Licensee has not paid FLVS’s applicable license fees for the applicable Licensed Product, without the prior written consent of FLVS. Customer/Licensee will not permit anyone to use or access the Licensed Product, other than (a) Authorized Users, and (b) if applicable, Authorized Third Parties, solely to the extent necessary to permit the use of the Licensed Product in conjunction with any LMS licensed by such Authorized Third Parties to Customer/Licensee.

2.2 Software. To the extent that the Licensed Product provided by FLVS to Customer/Licensee includes access to any LMS or other software hosted by FLVS or FLVS’s designee, such software may be used in executable code form only. Source code to such software is not licensed to Customer/Licensee hereunder and will not be provided.

2.3 Copies. Customer/Licensee shall not make copies of or otherwise reproduce any Licensed Product, including assessments and Documentation, without the express written permission of FLVS, except that (a) Customer/Licensee’s Authorized Users may print, for Customer/Licensee’s internal use only, copies of any Documentation that is provided electronically, in order to support Authorized Users’ use of the Licensed Product; (b) Customer/Licensee’s Authorized Users may print copies of any instructional content that is provided electronically, for educational use only and only for the benefit of Customer/Licensee students receiving direct instruction by Customer/Licensee employees utilizing the Licensed Product(s) (e.g., course content may not be printed

by teachers for use with students not enrolled in a Licensed Product); and (c) if Customer/Licensee is purchasing a Client Hosted Course (as described in Section 3 of the Supplement), then Customer/Licensee may permit the applicable Authorized Third Party to make a backup copy of the Client Hosted Course solely for use as part of Customer/Licensee’s disaster recovery plan. Customer/Licensee (and, if applicable, any Authorized Third Party) shall retain and include all of FLVS’s and its licensors’ copyright and other proprietary rights notices on any copies of Licensed Product made pursuant to this Section 2.3 or otherwise made with the written permission of FLVS.

2.4 License Term. The Order Documentation shall specify the length of Customer/Licensee’s license to the Licensed Product, which could be a specified term or perpetual. In all cases, Customer/Licensee’s license to the Licensed Product is subject to termination in accordance with Section 12.3 of this Agreement.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 Intellectual Property Rights. Customer/Licensee acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, “Works”) made available to Customer/Licensee pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer/Licensee acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of FLVS, Customer/Licensee agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer/Licensee will not act or permit any action that would impair any of FLVS’ (or its Affiliates’ or licensors’) rights in the Works.

Customer/Licensee agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer/Licensee or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer/Licensee shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of this Agreement, all Intellectual Property Rights shall remain with FLVS.

3.2 Confidentiality of Licensed Product. Customer/Licensee shall use reasonable efforts to ensure that (i) Licensed Product is not disclosed to or used by anyone other than Authorized Users and, if applicable, Authorized Third Parties, and (ii) all usage of Licensed Product is consistent with this Agreement and any limitations on the scope of Customer/Licensee’s license. Customer/Licensee shall ensure that, to the extent it provides any copies of or access to any Licensed Product to any

Authorized Third Party, such Authorized Third Party is made aware and acknowledges in writing that such Licensed Product (a) is proprietary to FLVS and its licensors, (b) may be used by such Authorized Third Party solely in connection with such Authorized Third Party's provision of LMS services to Customer/Licensee in support of Customer/Licensee's use of the Licensed Product, and (c) may not be disclosed to any party other than Customer/Licensee, or used in any manner by the Authorized Third Party for its own benefit or for the benefit of any party other than Customer/Licensee. Customer/Licensee shall not transfer, assign, provide or otherwise make Licensed Product or any component thereof available, in any form or via any medium, to any other party without the prior written consent of FLVS. Any attempted sublicense, assignment or transfer by Customer/Licensee of any rights, duties or obligations hereunder without FLVS's consent shall be void. Upon request, Customer/Licensee shall provide FLVS with access to Customer/Licensee's applicable records and computer systems to enable FLVS to audit Customer/Licensee's compliance with the provisions of this Agreement. Customer/Licensee shall provide notice to FLVS immediately, in writing, of any unauthorized use or distribution of Licensed Product of which Customer/Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. To the extent that any Licensed Product uses passwords, codes or other user identifications to access such Licensed Product, Customer/Licensee shall advise all users that such passwords, codes or user identifications must be maintained in confidence and not transmitted or shared. FLVS is not responsible for any failure of users to maintain the confidentiality of such information.

4. SUPPORT AND SERVICES. FLVS will supply support (whether included with Customer/Licensee's license of Licensed Product or purchased separately by Customer/Licensee) pursuant to the terms of FLVS's Article C Support and Services Policies, a copy of which is attached hereto and incorporated herein by reference.

5. MATERIALS. Customer/Licensee's license to the applicable Licensed Product includes access to the virtual course content and such other course materials as are typically provided by FLVS with the applicable Licensed Product, which may vary depending on the Licensed Product selected. Information regarding required materials for each course, including whether they are provided by FLVS or whether they are Customer/Licensee's responsibility to provide, is available upon request. FLVS may provide a storefront through which Customer/Licensee may choose to purchase required materials not provided by FLVS. The purchase of storefront materials is limited to program administrative and support staff. Storefront materials are not available for purchase by Customer/Licensee's teachers, students, or student parents or guardians. Customer/Licensee must designate one administrator and one alternate as approved purchasers and provide the names of those individuals to FLVS. All storefront transactions will be limited to those two individuals.

6. CONFIDENTIALITY; NON-DISCLOSURE.

6.1 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except as provided in this Agreement or to carry out its respective duties and obligations hereunder. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to perform their obligations under this Agreement. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party hereunder.

6.2 Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of

the other party have signed a non-use and non-disclosure agreement in content similar to the provisions of this Section, prior to disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6.3 Return of Materials. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party (i) immediately upon termination of this Agreement or (ii) at any time upon the disclosing party's written request.

7. PROTECTED DATA AND INFORMATION.

7.1 Data Protection. FLVS will ensure all reasonable measures are taken to protect Customer/Licensee's Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data. FLVS shall provide copies of Customer/Licensee Data to Customer/Licensee within seven (7) Business Days of a written request for such Data.

7.2 Personal Identifying Information. To the extent that Customer/Licensee provides any personally identifying information (e.g., student or teacher data) to FLVS in the course of FLVS' performance of this Agreement, FLVS shall exercise commercially reasonable care to use such information only for the purposes of providing services to Customer/Licensee as described herein and not to disclose or permit access to any such information to any third party, other than service providers with whom FLVS may contract to provide support or hosting services in connection with the Licensed Product, in which event FLVS shall require such third parties to maintain such information as confidential in accordance with this provision. Notwithstanding the foregoing, FLVS may disclose personally identifying information to third parties in the following situations: (a) in response to a subpoena, court order, or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, merger, joint venture, or other transfer involving some or all of FLVS or the applicable assets of FLVS; or (d) as required by Federal or Florida Laws. In addition, FLVS may use and disclose aggregated, non-personally identifying information about the use of any Licensed Product for its business purposes (e.g., as part of a statistical analysis or study of the performance of students using the Licensed Product).

8. CHARGES AND PAYMENTS.

8.1 Fees and Taxes. Customer/Licensee agrees to pay FLVS the applicable fees charged for any Licensed Product and associated support and services ordered by Customer/Licensee, together with all applicable sales, use or other taxes, however designated, except for taxes based on FLVS's net income. If Customer/Licensee claims tax exempt status, Customer/Licensee agrees to provide FLVS with evidence of such tax exemption upon FLVS's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer/Licensee shall be responsible for any and all taxes that arise from this Agreement (except for taxes based upon FLVS's net income). All pricing set forth in any Order Documentation supplied by FLVS is in United States dollars, unless otherwise specified.

8.2 Overages. Customer/Licensee is financially responsible for overages. An overage is any unit used in excess of the number of units licensed by Customer/Licensee at the beginning of or during the life of the license. FLVS reserves the right to audit, or request an audit from Customer/Licensee, of Customer/Licensee's usage and invoice Customer/Licensee for any overages that occur at any time during Customer/Licensee's use of the product. Customer/Licensee is financially responsible for all overages regardless of whether the overage is the result of enrollment by Customer/Licensee administrative staff, support staff, teachers, students, student parents or guardians; or any other party without the knowledge or consent of individuals responsible for the Customer/Licensee's program.

8.3 Payment Terms. All fees for Licensed Product and associated support and services shall be due and payable according to FLVS's invoice terms unless otherwise provided by law. Customer/Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or if a lower maximum rate is established by law, then such lower maximum rate.

9. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

9.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS's reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 9.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Documentation delivered with such Licensed Product. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer/Licensee or used in a manner that is inconsistent with this Agreement or that does not conform to the instructions and specifications contained in the Documentation for such Licensed Product. In the event that Licensed Product does not meet the requirements of this warranty, Customer/Licensee shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, reasonable "work-around" solutions and/or Documentation corrections. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the license fees paid for such Licensed Product during Customer/Licensee's current license term, and Customer/Licensee's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to license fees paid by Customer/Licensee during Customer/Licensee's then-current license term, and not to any previous license terms during which Customer/Licensee used the Licensed Product. **The foregoing states the complete and entire remedies that Customer/Licensee has under this warranty.** FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

9.2 Warranty Period. For Licensed Product that is licensed to Customer/Licensee for a specified term (i.e., not perpetually licensed), the Warranty Period shall be the first ninety (90) days of each license term (whether an initial license term or a renewal license term). For Licensed Product that is licensed to Customer/Licensee on a perpetual license basis, the Warranty Period shall be the first one hundred twenty (120) days after Customer/Licensee is initially provided access to the applicable Licensed Product by FLVS. The Warranty Period for Licensed Product that is perpetually licensed to Customer/Licensee does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

9.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT OR SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER/LICENSEE SPECIFIC LEGAL RIGHTS. CUSTOMER/LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

9.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER/LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, EVEN IF FLVS OR ITS LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER/LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER/LICENSEE TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER/LICENSEE'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

9.5 Guarantee Against Infringement. FLVS guarantees that all components of the Licensed Product shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall to the extent permitted by law indemnify, hold harmless, and defend Customer/Licensee, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of the Licensed Product under this Agreement.

If a component of the Licensed Product becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense, either: (a) procure for Customer/Licensee the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow Customer/Licensee to return other components intended to operate with the affected component, and refund to Customer/Licensee the portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

10. INDEMNIFICATION. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under this Agreement; (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer's failure to comply with laws, rules, and regulations related to or arising from this Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FLVS. Customer/Licensee understands that this obligation of indemnification and duty to defend survives the expiration or termination of this Agreement and is not limited in any respect by insurance coverage or limitation of liability. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq. as applicable now or as hereafter amended.

11. AUDIT; REVIEW. Audit Rights. FLVS may audit course enrollment and Customer/Licensee's use of the Licensed Product at any time during the term of this Agreement.

12. TERM AND TERMINATION.

12.1 Term. The term of Customer/Licensee's access to a given Licensed Product may be perpetual, or for a specified term, depending on the Licensed Product and the deployment model. For Licensed Products for which the license term is perpetual, the license shall begin when FLVS has provided

access to the Licensed Product and shall continue in effect unless terminated pursuant to Section 12.3. For Licensed Products for which the license term is a specified period, the license term shall begin on the date that FLVS has made the Licensed Product available for Customer/Licensee's use and shall continue for a period consistent with the Order Documentation.

12.2 Renewals. For Licensed Products for which the term is a specified period (i.e., not perpetual), the license terminates at the end of the then- current license term. If, however, the parties agree to renew the license for an additional term (whether for the same or different quantities of students, courses, or other applicable licensing parameters), then the terms and conditions of this Agreement shall remain in effect for any such renewal term, unless FLVS provides updated terms and conditions to Customer/Licensee in connection with such renewal term, in which case such updated terms and conditions shall apply. Any renewal of a license to a Licensed Product shall be at FLVS's then- current rates as specified in the renewal Order Documentation.

12.3 Suspension or Termination for Breach. FLVS shall have the right to suspend performance and access to the Licensed Product under this Agreement in the event that Customer/Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that FLVS shall have the right to terminate this Agreement immediately upon written notice in the event that Customer/Licensee breaches any of its obligations under Sections 2 or 3 hereof. If this Agreement is terminated due to non-payment by Customer/Licensee, and then FLVS subsequently reinstates Customer/Licensee's access to the applicable Licensed Product upon later receiving payment, any such reinstated access shall remain subject to the terms and conditions of this Agreement (unless FLVS provides new terms and conditions to Customer/Licensee at the time of such reinstated access, in which case such new terms and conditions shall apply).

12.4 Effects of Termination. In the event of termination of all or any portion of this Agreement, Customer/Licensee shall remain responsible to pay any fees or charges that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 9.3, 9.4, 12.4, 12.5, and 14 of this Agreement, and Sections 3.3(b) and 3.3(c) of the Supplement, shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer/Licensee.

12.5 Use of Licensed Product. Immediately upon termination of a license of any Licensed Product, Customer/Licensee shall cease using, and shall promptly destroy any paper or other hard copies, and delete from its computer systems any electronic copies, of any components of any Licensed Product, which includes any and all assessments and derivative works of Licensed Product in Customer/Licensee's possession or control. In addition, Customer/Licensee shall require any Authorized Third Parties to cease using and to delete and destroy any such copies of any Licensed Product. Customer/Licensee access and use of Licensed Product after termination shall be limited to downloading gradebook and any student produced materials. If state law or other requirement exists that require Customer/Licensee to access assessments beyond gradebook, an additional license must be purchased to continue access. Upon request, Customer/Licensee shall (a) forward written certification to FLVS that it has complied with the requirements of this Section 12.5, and (b) provide FLVS with access to Customer/Licensee's applicable records and computer systems including any Authorized Third Party(s) to enable FLVS to audit Customer/Licensee's compliance with the provisions of this Section 12.5.

13. FLVS HOSTED PRODUCTS AND SERVICES. For certain Licensed Products, FLVS provides hosting services and/or access to an LMS through which Customer/Licensee manages the use of the Licensed Product. To the extent that Customer/Licensee licenses a Licensed Product pursuant to which FLVS provides such hosting services and/or LMS access, the following terms shall apply.

13.1 Availability. FLVS will attempt to schedule any planned maintenance or upgrades within its hosting environment at times when usage is typically low (e.g., nights and weekends), and will attempt to communicate any outages associated with planned maintenance or upgrades to Customer/Licensee in advance. Customer/Licensee acknowledges that as the FLVS hosted deployment models are dependent on the Internet, information is transmitted over local exchange and Internet carrier lines, as well as through routers, switches and other devices owned, maintained and serviced by third parties, all of which are beyond the control of FLVS and which can be impaired or disrupted through no fault of FLVS. Customer/Licensee further acknowledges and agrees that the FLVS hosted Licensed Products or services may be inaccessible or inoperable from time to time due to unscheduled maintenance or causes beyond the control of FLVS or not reasonably foreseeable by FLVS, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively, "Downtime"). FLVS will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the FLVS hosted Licensed Products or services, but FLVS shall have no liability should Downtime occur despite such commercially reasonable efforts, nor shall it be a breach of the terms and conditions, purchase order, or Order Documentation.

13.2 Service Providers. For Licensed Products where FLVS agrees to provide Customer/Licensee with LMS access and/or hosting services, FLVS may use in-house services or a third-party service provider to provide such services.

13.3 Compatibility. Customer/Licensee shall be responsible to provide, or to ensure that Authorized Users have, a computing environment compatible with FLVS's standard specifications for the Licensed Product being licensed by Customer/Licensee. Copies of such specifications are available upon request. Such specifications are subject to change over time based on changes in technology or Licensed Product delivery methods. FLVS does not supply computers or Internet access as part of any Licensed Product.

14. COMPLIANCE WITH LAWS

14.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14.2 Children's Online Privacy Protection Act ("COPPA"). Customer/Licensee shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14.3 Confidential Student Information. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS may receive student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer/Licensee and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer/Licensee and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer/Licensee, or payment of any and all costs, damages, judgments, or losses incurred by or

imposed upon the Customer/Licensee arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

14.4 Accommodations. Customer/Licensee acknowledges that virtual learning programs are not appropriate for all students, and it is Customer/Licensee's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer/Licensee provides access to such Licensed Products to students requiring accommodations, Customer/Licensee will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

- a) **Students with Disabilities.** To the extent required by law, Customer/Licensee is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.
- b) **English Language Learner Students.** To the extent required by law, Customer/Licensee is responsible for providing appropriate equal access and ensuring compliance with applicable federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.
- c) **Individual Education Plans.** To the extent required by law, Customer/Licensee is responsible for providing any required services to support a student's consistent with the legal requirements for serving students with special needs in a virtual school.

14.5 Data/Security Breach. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

14.6 Background Screening. As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

15. GENERAL

15.1 Governing Law. Intentionally Omitted

15.2 Dispute Resolution. The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance, and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of FLVS and the Superintendent, Principal, President, or similar chief executive of the Customer/Licensee, or their respective designees.

15.3 Force Majeure. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes or labor disputes; extraordinary breakdown of or damage to FLVS' servers or computer systems; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; inability to procure

or obtain delivery of parts, supplies, power, equipment, or software; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

15.4 Sovereign Immunity. FLVS intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer/Licensee agrees that FLVS shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

15.5 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

15.6 Public Records. FLVS is a public agency subject to Chapter 119, Florida Statutes.

IF CUSTOMER/LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLVS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CustodianofRecords@flvs.net OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

15.7 Severability. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise remain fully intact.

15.8 Assignment. Customer/Licensee may not assign this Agreement, in whole or in part, to any other party without the prior written consent of FLVS.

15.9 Right to Equitable Relief. Customer/Licensee acknowledges that in the event it breaches any of the provisions of Sections 2, 3, or 6, FLVS' interests will be irreparably injured, the full extent of FLVS' damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer/Licensee agrees that FLVS will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

15.10 Notices. Notices to FLVS shall be sent to: Florida Virtual School, Attn:

President, 2145 Metrocenter Boulevard, Suite 100, Orlando FL 32835. Notices to Customer/Licensee shall be sent to Customer/Licensee's address of record as set forth in the Order Documentation. Either party may change its notice address by notifying the other in like manner. Any notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered by overnight courier service, on the Business Day immediately following delivery to such service; and if mailed, on the third Business Day after mailing.

15.11 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer/Licensee.

15.12 Headings. Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

15.13 Waiver. Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

15.14 Third Party Requirements. To the extent that Customer/Licensee uses any Licensed Product, Customer/Licensee is responsible for ensuring that the courses meet the requirements of any third-party organization that Customer/Licensee or its students desire to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. Customer/Licensee accepts responsibility for these criteria to the extent that Customer/Licensee uses any Licensed Product for students who desire to meet NCAA eligibility criteria. Similarly, Customer/Licensee is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer/Licensee intends to offer any Licensed Product courses as AP courses.

15.15 Relationship of the Parties. At all times during the term of this Agreement, the parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other.

15.16 Modifications in Writing. This Agreement shall not be modified or amended in whole or in part without the written agreement of both parties.

ARTICLE B: SUPPLEMENTAL LICENSE TERMS AND CONDITIONS

These Supplemental License Terms and Conditions ("Supplement") supplement the terms of the Licensed Product Agreement between FLVS and Customer/Licensee to which they are attached. Capitalized terms not defined in this Supplement shall have the same meanings ascribed to them elsewhere in the Agreement. Note that in addition to the terms set forth below for particular Licensed Products, minimum quantities may apply to purchase a license to certain Licensed Products.

To the extent that Customer/Licensee is granted a license under the Agreement to any of the Licensed Products named or described below, the following provisions set forth additional terms and conditions specific to such Licensed Products.

1. GLOBAL SCHOOL COURSES AND GLOBAL SCHOOL-CREDIT RECOVERY COURSES (FLVS HOSTED COURSES WITH TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is granted access to course content in a FLVS hosted LMS environment accompanied with teacher instruction provided by Florida Virtual School ("FLVS"), the provider of the course content used in the FLVS product line. Licensed Products licensed in this fashion are referred to herein as "Global School Courses" or "Global School-Credit Recovery Courses." The following terms apply to the licensure by Customer/Licensee of Global School Courses and Global School-Credit Recovery Courses (in addition to the terms of the Agreement to which this Supplement is attached):

1.1 Pricing. A license to a Global School Course or Global School-Credit Recovery Course is priced on a per-student, per-course basis. Customer/Licensee will pay FLVS's applicable fees for each student enrolled in a Global School Course or Global School-Credit Recovery Course. The license fee may vary based on whether the Course is a full-credit or half-credit course, as well as whether the student resides within or outside the continental United States of America.

1.2 Authority to Piggyback. If mutually agreed between Florida Virtual School and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

1.3 License/Payment Terms. Unless otherwise stated in the Order Documentation, for each Global School Course or Global School-Credit Recovery Course License Customer/Licensee agrees to: (a) pay the then current list price according to the quotation or Order Documentation; and (b) be invoiced after a student has been enrolled in a Global School Course or Global School-Credit Recovery Course for fourteen (14) consecutive days after the date the student was initially enrolled or upon completion of fifteen (15) percent of the half credit course segment, whichever occurs first. Once enrolled in a Global School Course, the student will have 27 weeks to complete each half credit. Once enrolled in a Global School-Credit Recovery Course, the student will have 10 weeks to complete each half credit. Unless otherwise stated in the Order Documentation, payment is due as of the due date noted on the invoice, and payment is considered late fifteen (15) days after the invoice due date. FLVS retains the right to suspend Customer/Licensee service and student access to a Global School Course or Global School-Credit Recovery Course without notice if payment is overdue. FLVS retains the right to decline a Customer/Licensee request for an Official Transcript relating to a student account for which payment is overdue. If Customer/Licensee pays for Global School Licenses in advance of enrollment, then Customer/Licensee will have (1) year from the date the order is placed to enroll students in licensed Global School Courses or Global School-Credit Recovery Courses. If not activated within 1 year, the Global School Course or Global School-Credit Recovery license will be deemed expired. If a Global School Course or Global School-Credit Recovery Course is offered as part of a specific term offering with specified dates, for example Summer School, then Customer/Licensee must fully utilize the licenses, meaning students must have completed the course(s) in which they were enrolled, by the last day of the specified term, otherwise the licenses will be deemed expired and Customer/Licensee will not be eligible for a refund. In order for Customer/Licensee to enroll a student in a Global School-Credit Recovery Course, the student must have previously taken the equivalent course prior to enrolling.

1.4 Withdrawals. Unless otherwise stated in the Order

Documentation, during the first fourteen (14) consecutive days after enrolling a student or prior to a student's completion of fifteen (15) percent, whichever occurs first, in a Global School Course or Global School-Credit Recovery Course, Customer/Licensee may withdraw the student at no charge. A withdrawal request must be received from Customer/Licensee in writing to FLVS by email before the end of the fourteen (14) consecutive day period or prior to the student's completion of fifteen (15) percent, whichever occurs first, for a Global School Course or Global School-Credit Recovery Course. After the fourteen (14) consecutive day period or upon the student's completion of fifteen (15) percent of the half credit course segment, whichever occurs first, Customer/Licensee will be invoiced as per the terms outlined in section "1.3 License/Payment Terms." If payment is made in advance, Customer may withdraw the student and enroll another student at no additional charge during the first fourteen (14) consecutive day period or prior to the student's completion of fifteen (15) percent of the half credit course segment, whichever occurs first, for a Global School Course or Global School-Credit Recovery Course. After the fourteen (14) day period or upon student's completion of fifteen (15) percent or more of the half credit course segment, whichever occurs first, there is no credit or refund for not completing a course.

1.5 Training. FLVS may provide, at its discretion, online training via asynchronous videos for Customer/Licensee personnel (e.g., Facilitators, as defined in Section 1.5 below, guidance counselors, or others) who will be supporting Customer/Licensee's students taking a Global School Course or Global School-Credit Recovery Course.

1.6 Course Maintenance; Administrative and Teacher Support. Upon enrollment in a Global School Course or Global School-Credit Recovery Course, students will have access to the most current version of that course. A FLVS administrator will be designated as Customer/Licensee's point of contact for administrative and support issues, and the FLVS teachers assigned to Customer/Licensee's students will assess and evaluate student progress and provide monthly progress reports that will be made available to Customer/Licensee.

1.7 Facilitator. Customer/Licensee must designate one or more Customer/Licensee personnel to act as a "Facilitator." The Facilitator will be the primary contact between Customer/Licensee and FLVS with respect to the students taking Global School Courses or Global School-Credit Recovery Courses. The Facilitator will generally perform the following functions: (a) reviewing progress reports for each student at least once a month; (b) overseeing students to ensure participation in coursework and completion of assignments; (c) acting as a liaison between students or parents and FLVS teachers as needed; (d) assisting students in registering for AP exam reviews and exams, if applicable; (e) proctoring exams as necessary; (f) providing data and responses to surveys and other inquiries about students taking the Global School Courses or Global School-Credit Recovery Courses as may be reasonably requested by FLVS; and (g) communicating with the designated FLVS school administrator if questions or problems arise.

1.8 Grading; Credit. Upon completion of a Global School Course or Global School-Credit Recovery Course, the teacher will issue a grade to the student. Although FLVS has obtained accreditation as a provider of virtual courses, by one or more recognized accreditation organizations, certain Global School Courses may not fall under FLVS' accreditation. Regardless of whether a Global School Course or Global School-Credit Recovery Course falls under FLVS' accreditation, however, FLVS may not grant credit to Customer/Licensee's students. It is ultimately Customer/Licensee's decision whether to issue credit for successful completion of a Global School Course or Global School-Credit Recovery Course as part of Customer/Licensee's official records for such student. Additional information regarding FLVS's accreditation is available upon request.

1.9 NCAA Restrictions. The National Collegiate Athletic Association (NCAA) has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. Global School-Credit Recovery Courses do not meet the current NCAA eligibility criteria. Pursuant to section 15.14 of the FLVS Licensed Product Agreement, Customer/Licensee is responsible for ensuring any Global School Course satisfies the National Collegiate Athletic Association's (NCAA) eligibility criteria.

1.10 Disciplinary History. With regard to any student it desires to enroll in a Global School Course or Global School-Credit Recovery Course, Customer/Licensee will, upon request, disclose the students' disciplinary background to FLVS. Customer/Licensee shall notify FLVS of any student that Customer/Licensee is seeking to enroll who has been expelled or is being considered for expulsion from one of Customer/Licensee's schools. FLVS shall have the sole authority and discretion to accept or deny a student's participation therein. Further, any student enrolled in a Global School Course or Global School-Credit Recovery Course shall have the obligation while so enrolled to self-report any arrest and/or convictions for criminal activity.

2. FLVS HOSTED COURSEWARE PACKAGES (FLVS HOSTED COURSES WITHOUT TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is granted access to a specific bundle of courses hosted by FLVS or its designee, but for which Customer/Licensee is responsible to provide its own teachers. Licensed Products licensed in this fashion are referred to herein as "FLVS Hosted Courseware Packages," and each course within a FLVS Hosted Courseware Package is referred to as a "FLVS Hosted Course." A FLVS Hosted Courseware Package may be limited to a particular set of courses (e.g., middle school courses; electives; or AP courses) or may include the entire catalog of available courses. For FLVS Hosted Courseware Packages, the following terms shall apply (in addition to the terms of the Agreement to which this Supplement is attached):

2.1 Access. FLVS will provide Customer/Licensee with access for the loading of students and teachers into the applicable LMS that is used to host the FLVS Hosted Courseware Package via the use of student and teacher codes, unless otherwise provided with additional administrative access that may be made available at an additional cost. Customer/Licensee's Authorized Users will be provided a unique identity for access to FLVS hosted systems, for which Customer/Licensee must implement reasonable security measures to protect access to the FLVS hosted system.

2.2 License Model and Term. FLVS Hosted Courseware Packages are available in a variety of licensing models. The Order Documentation will include specific information on the type of license Customer/Licensee is purchasing for the FLVS Hosted Courseware Package, any license use restrictions, as well as the length of the license term.

2.3 Content Modifications. For each FLVS Hosted Courseware Package, the LMS functionality permits Customer/Licensee personnel to add new pages of content to the FLVS Hosted Courses or hide content that Customer/Licensee chooses to skip. However, other than adding new content or hiding content in this manner, modification or editing of a FLVS Hosted Course is prohibited. Customer/Licensee is prohibited from adding course content that is derived from FLVS or its Licensors course content in appearance, wording, style, or framework.

Data associated with any Customer/Licensee content additions may not exceed fifty (50) percent of the original master course size.

2.4 Training. Upon initial license, for each FLVS Hosted Courseware Package, FLVS will provide a product orientation session which includes basic training on the use of the third party LMS platform that is used by FLVS to facilitate the hosting of the applicable FLVS Hosted Courseware Package. Additional teacher training options are available at an additional cost.

2.5 Support. Customer/Licensee's license to a FLVS Hosted Courseware Package includes access to FLVS's Support Plan (as described in the Support and Services Policies) for the duration of Customer/Licensee's license.

2.6 Record Retention. As each state has specific guidelines regarding the retention of student educational records, the Customer/Licensee is responsible for retaining its own student records for permanent retrieval in accordance with their State and District requirements. The FLVS Hosted Courseware Package permanently retains all student data; however, the FLVS Hosted Courseware Package should not be considered the system of record for Customer/Licensee student data. FLVS is not responsible for records deleted by clients that prove to be irretrievable through reasonable efforts.

3. CLIENT HOSTED COURSES (CUSTOMER/LICENSEE HOSTED COURSES WITHOUT TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is provided the Licensed Product for use within an LMS that Customer/Licensee has licensed separately from a third party. Licensed Products licensed in this fashion are referred to herein as "Non-Hosted Courses." For a Client Hosted Course, FLVS provides no LMS services. For Client Hosted Courses, FLVS's default deployment method includes delivery of LTI links to FLVS-Hosted lesson content as well as delivery of assessments, assignments, and discussion prompts to a Customer/Licensee's FLVS-approved LMS. If Customer/Licensee wishes to have the Client Hosted Courses deployed via any other method, then additional fees may apply. Except for the lesson content components for which FLVS may provide hosting, managing the Client Hosted Course within Customer/Licensee's LMS is Customer/Licensee's responsibility. In addition, FLVS does not provide teacher instruction with Client Hosted Courses. For Client Hosted Courses, the following terms shall apply (in addition to the terms of the Agreement to which this Supplement is attached):

3.1 Approved LMS Providers. For quality assurance purposes, FLVS requires that Customer/Licensee procure and maintain a licensing relationship with a FLVS-approved LMS provider as well as utilize a specified LMS version where applicable in order to license a Client Hosted Course, unless FLVS has agreed in writing to the use of an unapproved LMS provider in a particular instance. Use of an approved LMS provider and version will allow FLVS to deploy Client Hosted Courses into Customer/Licensee's LMS. The FLVS approved LMS providers are subject to change and can be made available upon request. Ultimately, however, Customer/Licensee (and not FLVS) is responsible for any issues related to the functionality or use of Customer/Licensee's chosen LMS. If FLVS agrees to permit Customer/Licensee to license a Client Hosted Course for use with an unapproved LMS provider, then FLVS will not be responsible for importing the Client Hosted Course into Customer/Licensee's LMS, unless FLVS agrees to do so, nor shall it be responsible for the performance of Licensed Product as it relates to issues caused or created by any unapproved LMS. FLVS prohibits Customer/Licensee from migrating FLVS courses, course content, and/or assessments to a new LMS. If Customer/Licensee desires to change Customer/Licensee's LMS or LMS version, Customer/Licensee shall be responsible for notifying FLVS in writing (120) days prior to the change so as to provide FLVS with sufficient time to determine if Licensed Product can be supported in the new LMS or LMS version and provide Customer/Licensee with a price quotation to move Licensed Product to the new LMS. If FLVS determines additional work is required beyond what is included in the support plan to make Licensed Product operational in the Customer/Licensee systems, this work will be priced and quoted by FLVS at its then applicable rates. In addition, FLVS reserves the right to remove an LMS or LMS version from its approved list at its sole discretion, in which case FLVS will provide notice to Customer/Licensee of such removal. FLVS will provide support of the now unapproved LMS or LMS Version to Customer/Licensee for 90 days following notification.

3.2 Security. Customer/Licensee must implement reasonable security measures to protect courses within Customer/Licensee's LMS environment. Such measures include, but are not limited to, the LMS environment being hosted on a Secure Sockets Layer (SSL) secure server with forced HTTPS (server converts any http:// to https://) in a secure facility, behind an Internet firewall, with role-based password protection (student, teacher, administrator) for access to the Client Hosted Course.

3.3 Content Modifications. Customer/Licensee is permitted to make revisions to the course content included in a Client Hosted Course and also may be allowed to combine other content with a FLVS Hosted or Client Hosted Course (collectively, "Revisions"). Customer/Licensee may develop Revisions itself or may request that FLVS assist Customer/Licensee in developing Revisions, in which case, if FLVS agrees to develop such Revisions, additional fees will apply.

(a) Customer/Licensee is prohibited from making Revisions to any master FLVS Course copy. Customer/Licensee may make Revisions to any copy other than Customer/Licensee master FLVS Course copy. If Customer/Licensee makes Revisions to Customer/Licensee master FLVS Course copy, Support for the modified course shall be void. Florida Virtual School will have no obligation to Support, alter, or retrofit any such modifications.

(b) If Customer/Licensee creates Revisions, then any such Revisions are Customer/Licensee's sole responsibility. Neither FLVS nor its licensors will have any responsibility or liability for any reason with respect to Customer/Licensee Revisions. Customer/Licensee represents and warrants that any Revisions will not infringe any patent, copyright, trade secret, or other proprietary right of any other party, and that such Customer/Licensee shall, to the extent permitted by law, indemnify and defend FLVS and its licensors, their parents, affiliates and subsidiaries, and their respective officers, directors, employees, contractors, and agents and their successors and assigns from any and all claims, actions, damages, expenses, obligations, losses, liabilities, and liens imposed on, incurred from, or asserted regarding the Revisions. Customer/Licensee shall be prohibited from distributing any course or any Revisions based on or derived from a licensed course, to any third parties, and shall use such materials strictly for internal purposes within the authorized sites during the license term. Customer/Licensee will not provide any such Revisions to a third party (other than an Authorized Third Party, solely in connection with such Authorized Third Party's support of Customer/Licensee's use of the Client Hosted Course). If FLVS makes subsequent modifications to any course that are incompatible with Customer/Licensee-created Revisions, FLVS will have no obligation to alter or retrofit any such modifications to make them compatible with such Customer/Licensee-created Revisions.

In an effort to minimize the infrastructure impact of custom course development changes, data associated with any Customer/Licensee content additions or Revisions may not exceed fifty (50) percent of the original master course size or exceed twenty-five (25) percent of files in the course. Failure to adhere to this limit may result in additional fees being assessed. Customer/Licensee is responsible for ensuring that Customer/Licensee staff responsible for making revisions to the FLVS-hosted content has reviewed the FLVS training for such revisions.

In addition to the terms of this section, any course designated as an "eDynamic Learning Course (EDL)," which is defined as a course developed by a FLVS licensor, whereby FLVS is authorized to distribute such courses to its customers, the following additional terms apply; (i) All course content included, or incorporated into any Revisions by Customer/Licensee into any eDynamic Learning Course (EDL) and all rights, rights of authorship, copyrights, trademarks and all other intellectual property rights arising therefrom or otherwise associated therewith shall remain exclusively with eDynamic Learning Inc. (ii) Upon termination of the Customer/Licensee license, Customer/Licensee shall cease using the courses, including any courses containing Revisions, and any Revisions based on or derived from any eDynamic

Learning (EDL) Course content.

(c) If Customer/Licensee requests, and FLVS agrees to, assist in creating Revisions to a Client Hosted Course, then other than content specifically provided by Customer/Licensee to FLVS for inclusion in any Revisions, FLVS retains all copyrights and other intellectual property rights in and to all content and materials included in any Revisions, and all ideas, processes, procedures and know-how embodied or used in any Revisions. Accordingly, FLVS shall have the right to use any Revisions it develops at Customer/Licensee's request for any purpose whatsoever, including, but not limited to, providing all or any portion of such Revisions to other Customer/Licensees and/or reusing all or any portion of such Revisions in other products. Notwithstanding the foregoing, FLVS shall not, without Customer/Licensee's written permission, use any Confidential Information provided by Customer/Licensee in any materials that it licenses to other Customer/Licensees or includes in other products; provided, however, that Customer/Licensee's permission shall not be required in the case of FLVS's reuse of such Customer/Licensee- provided content if such content is freely available for FLVS to use (e.g., public domain content), or if FLVS has obtained the right to use such content independently from a source other than Customer/Licensee. If FLVS develops Revisions for Customer/Licensee as described herein, then after those Revisions have been developed and made available to Customer/Licensee for use within the Client Hosted Course, FLVS shall have no obligation to update or modify such Revisions. If FLVS makes subsequent modifications to any course for its user base generally that are incompatible with Revisions previously developed by FLVS for Customer/Licensee, FLVS will have no obligation to alter or retrofit any such modifications to make them compatible with such Revisions previously created for Customer/Licensee.

(d) For any content that Customer/Licensee includes in any Customer/Licensee-created Revisions, or provides to FLVS for inclusion in any Revisions that Customer/Licensee engages FLVS to create, Customer/Licensee represents and warrants that it has sufficient right, title and interest in and to such content to allow FLVS, its licensors and service providers, to reproduce such content within the Revisions. Customer/Licensee further represents and warrants that the inclusion of such content in the Revisions will not infringe any patent, copyright, trade secret or other proprietary right of any other party. To the extent permitted by law, Customer/Licensee shall defend, indemnify, and hold harmless FLVS, its directors, officers, employees and agents from and against any and all damages, losses, expenses, costs (including, without limitation, attorneys' fees), claims, suits, actions, judgments, or other liabilities arising out of or in any way related to any breach or alleged breach of the foregoing warranty, or any claim that any such content infringes any proprietary right of any third party. FLVS may suspend access in any FLVS or Customer/Licensee system to any Revisions and/or remove any such Customer/Licensee-provided content from any Revisions upon FLVS's determination, in its sole discretion, that such content is or may be infringing upon or misappropriating the intellectual property rights of a third party. Customer/Licensee will provide FLVS access to any Authorized Third-Party system in order to execute the terms of this section.

3.4 Course Access and Other Fees. Customer/Licensee may be required to pay a course access fee for each Client Hosted Course being deployed into Customer/Licensee's LMS in addition to the applicable license fees for the Client Hosted Course. The Order Documentation will contain specific information on the type of license the Customer/Licensee is purchasing to include course access fees if applicable. Upon initial license, FLVS will provide a product orientation session at no charge; additional teacher training options are available at an additional cost.

3.5 License Model and Term. Client Hosted Courses are available in a variety of licensing models. The Order Documentation will include specific information on the type of license Customer/Licensee is purchasing for the Client Hosted Courses, any license use restrictions, as well as the

length of the license term. For any model whereby pricing is determined based on the population of the Authorized Sites, as described in the Order Documentation, pricing of the license fee is based on the population at the time of the license, or its renewal. The scope of the license is limited to the Authorized Sites that were in place at the time of the license purchase. Therefore, if the population of the Authorized Sites grows or additional sites are annexed, the Customer/Licensee may be required to pay additional license fees. For example, if Customer/Licensee purchased a license for its school district, and the district annexes a neighboring school district, the license will not encompass the schools and population

added by the annexation; additional license fees must be paid to expand the license to cover this additional population. Customer/Licensee may be audited by FLVS at any time and may be required to report population or enrollment/seat numbers either quarterly, semi- annually, or annually at FLVS's discretion.

3.6 Support. For Client Hosted Courses, access to a Support Plan (as described in the Support and Services Policies) may be included with the license fees or may be available at an additional cost as stated in the Order Documentation.

ARTICLE C: SUPPORT AND SERVICE POLICIES

These Support and Services Policies (“Policies”) supplement the terms of the Licensed Product Agreement between Florida Virtual School and Customer/Licensee to which they are attached. Capitalized terms not defined in these Policies shall have the same meanings ascribed to them elsewhere in the Agreement.

1. DEFINITIONS. For purposes of these Policies, the following additional definitions shall apply:

1.1 “Error” shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet FLVS’s minimum requirements, which are subject to change from time to time as Updates are released. User mistakes are not Errors as defined herein. Errors may be due to problems with the Licensed Product, the Documentation, or both.

1.2 “Update” shall mean a modification to a Licensed Product that FLVS, at its discretion, deems ready for distribution and makes generally available to Customer/Licensees who are currently maintaining a subscription to a Support Plan described below. Updates may include product fixes to any software hosted by FLVS to remedy Errors in the software, and updates to course content to fix Errors or to provide additional or enhanced material. Updates do not include New Courses or New Versions of an existing course.

2. SUPPORT PLAN. For FLVS Hosted Courseware Packages, as described in Section 2 of the Supplement, access to FLVS’s Support Plan is included in the price of the Licensed Product. For Client Hosted Courses, as described in Section 3 of the Supplement, FLVS offers two kinds of product models with regard to support: those models for which support is included with the annual licensing fee and those models that require a support plan at an additional cost. The Order Documentation will include specific information on the license model and whether support is included with the license fee or is available at an additional cost. The Support Plan may be renewed annually at FLVS’s then-current rates for as long as FLVS continues to offer the plan. Plan prices and terms may vary depending on the Customer/Licensee’s chosen deployment method. Support Plan includes call center support and Updates, as described below. The plan is also subject to the exclusions and Customer/Licensee responsibilities described below.

2.1 Call Center Support. Call center support services are limited to Monday through Friday, during FLVS’s normal business hours, exclusive of FLVS holidays. Call center support services include a variety of methods of contact, including telephone, and online help ticket submission. Call center support services for Licensed Product are limited to program administrative and technical staff. Call center support is not available to Customer/Licensee’s teachers, students, or student parents or guardians except for Global School Courses. Call center support is limited to support for technical issues that Customer/Licensee experiences in use of a Licensed Product. Call center support is not a substitute for training, nor is it intended to provide curriculum or other instructional support (e.g., suggestions for how best to teach a topic in a virtual environment). Customer/Licensee personnel with such questions should contact FLVS regarding potential professional development options.

2.2 Updates. For as long as Customer/Licensee maintains an active subscription to a Support Plan, whether it is included as part of the Customer/Licensee annual license fees, or is licensed at an additional cost, Customer/Licensee will be entitled to receive notifications of all Updates to the Licensed Products licensed by Customer/Licensee. If required by Customer/Licensee’s chosen method of course deployment

and as specified in the Order Documentation, Customer/Licensee will provide FLVS access to Customer/Licensee Master Course Copies in order to make said updates. Updates will not be made to Customer/Licensee teacher copies or any other copy other than Customer/Licensee master FLVS Course copy. Updates do not include New Courses or New Versions of an existing course (as described in the next sentence). If FLVS or its licensors have built a new version of an existing course, or have significantly redesigned an existing course by adding significant new features and content, FLVS reserves the right at its discretion to designate such course as a “New Course” or “New Course Version” rather than an “Update,” in which case, depending on the Customer/Licensee’s designated support plan, additional license fees may apply if Customer/Licensee desires to license such New Course or New Course Version. FLVS will only provide a support plan to Customer/Licensees using the most current course version and one version prior. Customer/Licensees using one course version prior to the most current course version and who have a current support plan will only receive support for a period of 12 months from the most current course version release date, unless FLVS at its discretion deems there are circumstances beyond its control or unless FLVS deems that the prior course version no longer meets industry education standards (i.e. Advanced Placement) or is no longer in the best interest of Customer/Licensee students, which would require FLVS to discontinue support for a course before the 12 month period. In this circumstance, FLVS will notify Customer/Licensee of the support end date and provide Customer/Licensee options.

2.3 Course Retirement. During its normal course of business or as New Courses or New Course Versions are released, and at its sole discretion, FLVS may find it necessary to retire course versions or entire courses titles and may cease to make the courses, updates, and support for these courses available to Customer/Licensee. Upon retiring of a course, and if Customer/Licensee has a current support plan, FLVS may provide Customer/Licensee with support for the retired course for a maximum of 12 months from the retire date, unless FLVS at its discretion deems there are circumstances beyond its control or unless FLVS deems that the retired course no longer meets industry education standards (i.e. Advanced Placement) or is no longer in the best interest of Customer/Licensee students, which would require FLVS to discontinue support for a course before the 12 month period. In this circumstance, FLVS will notify Customer/Licensee of the support end date and provide Customer/Licensee options.

2.4 Exclusions. FLVS shall not be required to provide any support in connection with (i) any Revisions made to any Licensed Product by Customer/Licensee pursuant to Section 3.3 of the Supplement; (ii) any failure of any Revisions created by Customer/Licensee, or by FLVS or its designee for Customer/Licensee, pursuant to Section 3.3 of the Supplement to be compatible with future releases of the applicable Licensed Product; or (iii) any problems or issues that Customer/Licensee encounters with any LMS or other system not licensed to Customer/Licensee by FLVS as part of the applicable Licensed Product.

2.5 Customer/Licensee Responsibilities. In order to receive support services under a Support Plan, Customer/Licensee shall:

- (a) supply FLVS with sufficient information and data to

reproduce any Error or problem that is the subject of a support request;

(b) procure, install, operate and maintain computer systems and operating systems that are compatible with and meet the minimum requirements for the version of Licensed Product to be supported;

(c) maintain an operating environment free of any programming that might interfere with the functioning of Licensed Product as supplied by FLVS; and

(d) notify FLVS in writing (120) days prior to migrating to a new LMS or LMS version so as to provide FLVS with sufficient time to determine if Licensed Product can be supported in the new LMS or LMS version. If FLVS determines additional work is required beyond what is included in the support plan to make Licensed Product operational in the Customer/Licensee systems, this work will be priced and quoted by FLVS at its then applicable rates.

3. RENEWALS OF THE SUPPORT PLAN. For Client Hosted Courses, access to a Support Plan may be available at an additional charge depending on the license model and must be renewed annually for continued access to the plan. With respect to such renewals, the following terms shall apply:

3.1 Terms and Conditions. If FLVS offers to renew the Support Plan for subsequent periods, then the components of the plan will continue to be as described in these Policies, unless FLVS provides new terms and conditions to Customer/Licensee at the time of renewal, in which case such new terms and conditions shall apply.

3.2 Rates. All renewals of the Support Plan shall be at FLVS's then-current rates.

4. PROVISION OF PROFESSIONAL SERVICES.

4.1 Professional Services. In addition to those services that comprise a Support Plan, FLVS will provide such other training, consulting or other professional services that are specified in the Order Documentation, or subsequently requested by Customer/Licensee and agreed to be performed by FLVS, provided that FLVS may, at its option, arrange for any such services to be performed by another entity on behalf of FLVS. Customer/Licensee agrees to pay for such services at the rates and charges specified in the Order Documentation. FLVS reserves the right to require a purchase order or equivalent documentation from Customer/Licensee prior to performing any services, or to require prepayment of certain services. Unless otherwise specified, all rates quoted are for services to be performed during FLVS's normal business hours; additional charges may apply for evenings, weekends or holidays. The rates and charges specified in the Order Documentation shall apply to those services originally ordered; however, FLVS reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. FLVS reserves the right to limit the number of participants in any service engagement, whether delivered on-site or remotely, as FLVS deems appropriate in order to deliver the service effectively. All services ordered must be scheduled and delivered within twelve (12) months of purchase; any portion of amounts prepaid for such services that have not actually been rendered within this twelve (12) month period shall be forfeited.

4.2 On-Site Services. For any professional services to be delivered at Customer/Licensee's location (or in person at such other Customer/Licensee-selected location as the parties may agree), Customer/Licensee agrees to the following:

(a) Customer/Licensee agrees to provide, at Customer/Licensee's expense, utilities, workspace and other on-site

accommodations reasonably necessary to enable FLVS to perform such services, and shall provide unencumbered access to all servers, workstations and other equipment with respect to which any work is to be performed.

(b) If specified in writing by FLVS in the Order Documentation, Customer/Licensee shall, in addition to the fees charged for performance of services hereunder, pay FLVS for travel expenses, lodging, meals and other related expenses incurred in the performance of such services. All such additional charges will be due and payable concurrently with payment for services.

4.3 Remotely Delivered Services. FLVS may deliver certain services remotely (e.g., via webinar), in which case Customer/Licensee is responsible for providing its participants with appropriate access to the necessary technology to participate.

4.4 Service Packages. FLVS offers a variety of service packages in connection with the Licensed Products. Specific descriptions for the available services packages are available upon request. Additional terms and/or restrictions may apply to certain packages. For example, with certain training packages, Customer/Licensee may be required to schedule consecutive training days; for other packages, Customer/Licensee may be allowed to schedule training days consecutively or separately, subject to a cap on the total number of trips by FLVS to deliver the total number of days of training.

4.5 Cancellation. Once scheduled, any on-site service days may be cancelled only with the written consent of FLVS, and only upon payment of reasonable cancellation charges that take into account expenses already incurred and commitments made by FLVS.

5. CONFIDENTIALITY. To the extent that, in performing any support or services pursuant to these Policies, FLVS has access to any Customer/Licensee confidential information, FLVS agrees to use commercially reasonable efforts to maintain the confidentiality of such Customer/Licensee confidential information, and to use such information solely for purposes of performing services hereunder. FLVS shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer/Licensee confidential information" shall mean any of Customer/Licensee's student or personnel data or records, and any other Customer/Licensee information or data labeled or identified as confidential at the time of disclosure; provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of FLVS, its employees, agents or subcontractors; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by FLVS, its employees, agents or subcontractors at any time; or (d) is disclosed without restriction by Customer/Licensee to any third party at any time; (e) or is required to be disclosed by law.

6. Public Records. FLVS is a public agency subject to Chapter 119, Florida Statutes.

IF THE CUSTOMER/LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLVS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CustodianofRecords@flvs.net OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

ARTICLE D: MARKETING TERMS AND CONDITIONS

1. MANAGEMENT RESPONSIBILITY. FLVS will provide to Customer/Licensee certain tools, methods and resources that are intended to help Customer/Licensee grow and build its business. However, Customer/Licensee is fully and exclusively responsible for its own business performance and Customer/Licensee satisfaction. In addition, Customer/Licensee has full and exclusive responsibility for understanding and ensuring compliance with any regulatory, legal or contractual obligations related to Customer/Licensee's business, including without limitation, data held by Customer/Licensee and its clients, information provided by Customer/Licensee to its clients and/or other third parties and any safeguarding and security measures that may be required. Customer/Licensee is solely responsible for the final outcomes, actions taken, and results produced by use of the products delivered by FLVS.

2. INTELLECTUAL PROPERTY. All content produced by FLVS within the scope of Services rendered, including software and web code, contents, graphics and design, or material developed or licensed by FLVS for Customer/Licensee as part of the Services is copyrighted by FLVS and remains the exclusive property of FLVS. Upon termination of this Agreement, all copyrights and other intellectual property rights shall remain with FLVS. This use will be restricted to the Customer/Licensee use only, and Customer/Licensee does not have any rights to resell, license or otherwise allow third party use of the content.

All Content included on the FLVS Website is the property of FLVS, our affiliates, or other relevant third parties. By continuing to use the Website, Users acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the site shall be construed as granting, expressly or by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

Customer/Licensees are expressly forbidden to download, store, reproduce, transmit, display (including without limitation via an intranet or extranet site), copy, sell, publish, distribute or provide access to Content for any purposes other than as set out herein or to sub-license, rent, lease, transfer or assign any rights in Content, to any other person or to commercially exploit Content or to use Content for any unlawful purpose.

The Customer/Licensee shall include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all marketing pieces and include the following trademark statement: "Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida." The Customer/Licensee should also link to the FLVS website (www.flvs.net) in digital marketing and promotional activities.

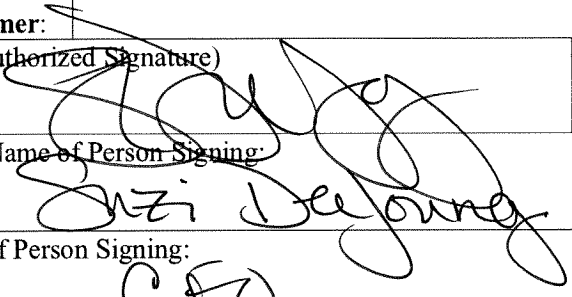

Any specific use of FLVS trademarks or trade names in any advertising copy, Web copy, marketing materials, literature, and promotional material or on Customer/Licensee letterhead shall be submitted in advance to the Customer/Licensee's FLVS Account Manager for written approval.

ARTICLE E: DEMO ACCESS – MUTUAL NONDISCLOSURE AGREEMENT

Florida Virtual School ("FLVS") and the Company agree as follows:

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. **"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. For the avoidance of doubt, the term 'Confidential Information' specifically includes, but is not limited to, any and all demo products and/or courses to which Customer/Licensee is granted access at any time during the term of this Agreement, including all components, course content, software, and other materials.
3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.
4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. **Term.** The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
10. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

ACKNOWLEDGED AND AGREED BY:

Customer:	
By (Authorized Signature) 	Date Signed: 7/28/2020
Print Name of Person Signing: Suzi DeYoung	
Title of Person Signing: CEO	
 FLORIDA VIRTUAL SCHOOL	
By (Authorized Signature) 	Date Signed: 7/27/2020
Print Name: Louis Algaze, Ph.D.	
Title: President/CEO	