



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH FLORIDA VIRTUAL SCHOOL
RESULTING FROM SOLICITATION NO. 0900000281**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Florida Virtual School ("FLVS") in connection with Solicitation 0900000281 ("Solicitation") and is effective February 26, 2018.

Recitals

Whereas, the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Statewide Virtual Charter School Board ("State") issued a Solicitation for proposals to provide qualified vendors for providing online course curriculum for K-12 education, as more particularly described in the Solicitation;

Whereas, FLVS submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and FLVS have negotiated the final terms under which FLVS will provide the online course curriculum and related services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to FLVS as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Negotiated Exceptions and Additional Terms to the Solicitation";

- ii. revisions to FLVS Terms and Conditions for Use of FLVS Licensed Product(s), as contained in Attachment B to this Addendum, titled "FLVS Terms and Conditions for Use of FLVS Licensed Product(s);
- iii. revisions to FLVS Client Ticket Response Times/Expectations, as contained in Attachment C to this Addendum, titled "Client Ticket Response Times/Expectations.

Contract Documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions. For avoidance of doubt, the document titled "Exceptions to Solicitation Terms and Conditions" submitted with FLVS's response is superseded in its entirety by this Addendum.

2.3.

State of Oklahoma

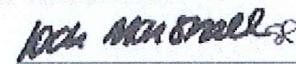
By: 

Name: James L. Reese, H

Title: Chief Information Officer

Date: 4/9/18

Florida Virtual School

By: 

Name: Jodi Marshall

Title: President and CEO

Date: 4/3/2018

**Attachment A to
Addendum 1 to
State of Oklahoma Contract with Florida Virtual School
Resulting from Solicitation Number 0900000281**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions and additional terms submitted by Florida Virtual School, or discussed by the parties.

Solicitation, Section A General Provisions, Subsection A.45.1 through A.45.7 is hereby deleted in its entirety and replaced with the following:

Customer acknowledges that the product and service offered as a result of this solicitation is a commercial off the shelf product and does not include any Work Product or “works made for hire”. 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 the 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.

Solicitation, Section B Special Provisions, Subsection B.15. is hereby added:

The State requires any entity hosting Oklahoma client data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State’s minimum security standards at time the Contract was executed. Failure to maintain the State’s minimum security standards during the term of the contract, including renewals, constitutes a material breach.

Solicitation, Section B Special Provisions, Subsection B.16. is hereby added:

The parties hereby agree that the State is accepting only the Global School option/product offering as proposed in Vendor’s Response to the Solicitation. Global School is Vendor’s instructor-embedded option. For the avoidance of doubt, the State is not accepting the product offering or awarding the Contract to Vendor for such product offering labeled in Vendor’s Response to the Solicitation as Hosted Models/Buzz Learning Management Systems. Hosted Models/Buzz Learning Management Systems is Vendor’s content-only option.



**Attachment B to Addendum 1 to
State of Oklahoma with FLVS
Resulting from Solicitation Number 0900000281**

The Terms and Conditions for Use of FLVS Licensed Product(s) is hereby amended as set forth below and supersedes all prior documents submitted FLVS or discussed by the parties.

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

These Terms and Conditions for Use ("Terms and Conditions") is a Contract Document in connection with the contract issued as a result of Solicitation No. 0900000281 (the "Contract"), the terms of which are incorporated herein, and is entered into between Florida Virtual School ("FLVS") and the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Statewide Virtual Charter School Board ("SVCSB"). These Terms and Conditions contain terms and conditions applicable to the Florida Virtual School product line. The Florida Virtual School product line consists of a variety of virtual learning product offerings. The "Licensed Product Agreement" portion of these Terms and Conditions contain license terms that are applicable to all product offerings within the Florida Virtual School product line. The "Supplemental License Terms and Conditions" (the "Supplement") portion of these Terms and Conditions contain additional terms which are applicable to specific product offerings within this product line. Although the Supplement contains terms governing multiple offerings within the Florida Virtual School product line, Customer, as defined below, will receive licenses only to those offerings that Customer has actually ordered and for which Customer has agreed to pay Florida Virtual School's applicable license fees. The "Support and Services Policies" ("Policies") portion of this document contain additional terms relating to Florida Virtual School's provision of support and services associated with the product offerings covered by the Agreement, as defined below.

These Terms and Conditions apply to the digital curriculum solutions for K-12 education and related services labeled ("Service"). The Agreement for the Service consists of these Terms and Conditions and the applicable Quote or Order Documentation (which references the purchased services, term, pricing, and other terms of the order). This Agreement is applicable to the products and/or services to be provided to a school, school district or other education institution or organization ("Customer/Licensee") by FLVS pursuant to an order under the Solicitation by Customer/Licensee ("Quote").

LICENSED PRODUCT AGREEMENT

1. DEFINITIONS This Agreement is between 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 "Authorized Third Party," Intentionally Omitted.

1.2 "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.

1.3 "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.

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

1.5 "Licensed Product" shall mean the applicable virtual learning product offering(s) described in the Supplement and licensed to Customer/Licensee pursuant to the 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), and other materials provided or made available by Florida Virtual School

to Customer/Licensee in connection with the virtual learning product offerings licensed by Customer/Licensee hereunder, including all Documentation supplied by Florida Virtual School in connection with any such offerings.

1.6 "Order Documentation" or "Quote" shall mean a price quotation, or other documentation provided by Florida Virtual School 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 Florida Virtual School 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.

2. LICENSE GRANT.

2.1 Basic Terms. Subject to the terms and conditions of the Agreement, Florida Virtual School 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 Florida Virtual School's applicable license fees. The Supplement contains additional licensing restrictions that are applicable to the various Licensed Products available to Customer/Licensee under the Agreement, and Customer/Licensee agrees to abide by such restrictions. Regardless of the specific Licensed Product being licensed by Florida Virtual School 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, 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 Florida Virtual School's applicable license fees for the applicable Licensed Product, without the prior written consent of Florida Virtual School. Customer/Licensee will not permit anyone to use or access the Licensed Product, other than Authorized Users.

2.2 Software. To the extent that the Licensed Product provided by Florida Virtual School to Customer/Licensee includes access to any LMS or other software hosted by Florida Virtual School or Florida Virtual School'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 Documentation, without the express written permission of Florida Virtual School, 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 Non-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 Non-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 Florida Virtual School'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 Florida Virtual School.

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 8.3 of the Agreement.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 Intellectual Property Rights. All Licensed Products are proprietary to Florida Virtual School and/or its licensors, and are protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of a Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies and all applicable rights to copyrights, patents, trademarks and trade secrets in a Licensed Product, are and shall remain the property of Florida Virtual School or its licensors. Customer/Licensee shall not add to, modify, or customize any content within any Licensed Product, or provide any other party with the means to do so, except as expressly permitted for Hosted Courseware Packages and Non-Hosted Courses in the Supplement, or with Florida Virtual School's express written authorization. In addition, Customer/Licensee shall not, and shall not permit any other party to, decompile, disassemble or reverse engineer any software components of any Licensed Product, or otherwise attempt to create source code for any such software components.

3.2 Confidentiality Obligations of Customer/Licensee. 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 the Agreement and any limitations on the scope of Customer/Licensee's license. 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 Florida Virtual School. Any attempted sublicense, assignment or transfer by Customer/Licensee of any rights, duties or obligations hereunder without Florida Virtual School's consent shall be void. Customer/Licensee shall provide notice to Florida Virtual School 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. Florida Virtual School is not responsible for any failure of users to maintain the confidentiality of such information.

4. SUPPORT AND SERVICES. Florida Virtual School will supply support (which is included with Customer/Licensee's license of Licensed Product) pursuant to the terms of Florida Virtual School's Support and Services Policies, a copy of which is attached hereto and incorporated herein by reference. Such support shall include all necessary technical support and maintenance, including routine maintenance, to the Licensed Product.

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 Florida Virtual School 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 Florida Virtual School or whether they are Customer/Licensee's responsibility to provide, is available upon request. Florida Virtual School may provide a storefront through which Customer/Licensee may choose to purchase required materials not provided by Florida Virtual School. 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 Florida Virtual School. All Storefront transactions will be limited to those two individuals.

6. CHARGES AND PAYMENTS.

6.1 Fees and Taxes. Customer/Licensee agrees to pay Florida Virtual School the applicable fees charged for any Licensed Product and associated support and services ordered by Customer/Licensee in accordance with the Contract and Oklahoma law, together with all applicable sales, use or other taxes, however designated, except for taxes based on Florida Virtual School's net income. If Customer/Licensee claims tax exempt status, Customer/Licensee agrees to provide Florida Virtual School with evidence of such tax exemption upon Florida Virtual School'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 Florida Virtual School's net income). All pricing set forth in any Order Documentation supplied by Florida Virtual School is in United States dollars, unless otherwise specified.

6.2 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. Florida Virtual School 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, or student parents or guardians or any other party without the knowledge or consent of individuals responsible for the Customer/Licensee's program.

6.3 Payment Terms. All fees for Licensed Product and associated support and services shall be due and payable in accordance with the Contract and Oklahoma law.

7. WARRANTIES.

7.1 Limited Warranty. Florida Virtual School assures that the performance of Licensed Product will be uninterrupted or error-free for 99.5 percent of the uptime, and that all Licensed Product problems will be corrected, in accordance with Attachment C of this Addendum. Any subcontractor of Florida Virtual Charter School agrees to comply with the response times set forth in Attachment C of this Addendum. Florida Virtual School does, warrant for the applicable Warranty Period (as defined in Section 7.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Contract and 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 Florida Virtual School in writing during the Warranty Period and to provide Florida Virtual School with sufficient detail to allow Florida Virtual School to identify the problem. After receiving such notification, Florida Virtual School 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 Florida Virtual School is unable to correct the problem after a reasonable opportunity, which shall in no event shall exceed fourteen (14) days, Florida Virtual School 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 Florida Virtual School 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. Florida Virtual School shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

7.2 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).

7.3 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.

8. TERM AND TERMINATION.

8.1 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 Florida Virtual School has provided access to the Licensed Product and shall continue in effect unless terminated pursuant to Section 8.3. For Licensed Products for which the license term is a specified period, the license term shall begin on the date that Florida Virtual School has made the Licensed Product available for Customer/Licensee's use, and shall continue for a period of one (1) year consistent with the Order Documentation or Quote.

8.2 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 the Agreement and the Contract shall remain in effect for any such renewal term. Any changes to the terms of this Agreement must be made in writing and subject to mutual consent by FLVS and the State of Oklahoma parties. Any renewal of a license to a Licensed Product shall be at the rate set forth in the Contract.

8.3 Suspension or Termination for Breach. Florida Virtual School shall have the right to suspend performance under the Agreement in the event that Customer/Licensee is in breach of any of its obligations under the Agreement. so long as Customer/Licensee has been provided notice of the breach and a thirty (30) day period to cure. In addition, either party shall have the right to terminate the Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches the Agreement and fails to correct such breach within such thirty (30) day period, provided that Florida Virtual School shall have the right to terminate the 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 Florida Virtual School 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 the Agreement

8.4 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, 7.3, 8.4, 8.5, 10, and 11 of the Agreement, and Sections 3.3(b) and 3.3(c) of the Supplement, shall survive termination of the Agreement. If partially terminated with respect to a particular product or service, the Agreement will remain in effect for all other products and services that have been provided hereunder to Customer/Licensee.

8.5 Use of Licensed Product. Within seven (7) business days following 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 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.

9. HOSTED PRODUCTS AND SERVICES. For certain Licensed Products, Florida Virtual School 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 Florida Virtual School provides such hosting services and/or LMS access, the following terms shall apply.

9.1 Availability. Florida Virtual School 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). Customer and Customer Authorized Users shall be notified at least twenty-four (24) hours in advance of any planned maintenance or upgrades. FLVS may perform emergency maintenance services at any time during the term of the Contract without prior notice to Customer or Customer Authorized Users, provided that FLVS will notify Customers that it has performed emergency maintenance services as soon as feasible but in no event later than twenty-four (24) hours of performing the emergency maintenance services. Customer/Licensee acknowledges that as the Florida Virtual School 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 Florida Virtual School and which can be impaired or disrupted through no fault of Florida Virtual School. Customer/Licensee further acknowledges and agrees that the hosted Licensed Products or services may be inaccessible or inoperable from time to time due to unscheduled maintenance or causes beyond the control of Florida Virtual School or not reasonably foreseeable by Florida Virtual School, 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"). Florida Virtual School will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the hosted Licensed Products or services, but FLVS shall have no liability should Downtime occur, in accordance with the uptime guarantee of 99.7 percent as set forth in Section 7.1 above, despite such commercially reasonable efforts, nor shall it be a breach of the terms and conditions, purchase order, or Order Documentation.

9.2 Service Providers. For Licensed Products where Florida Virtual School agrees to provide Customer/Licensee with LMS access and/or hosting services, Florida Virtual School may use in-house services or a third party service provider (LearnNorth, Inc.) to provide such services. **The State approves of Florida Virtual School subcontractor LearnNorth Inc.**

9.3 Compatibility. Customer/Licensee shall be responsible to provide, or to ensure that Authorized Users have, a computing environment compatible with Florida Virtual School'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. Florida Virtual School does not supply computers or Internet access as part of any Licensed Product.

9.4 Hosting; Data and Security; and Breach Obligations

9.4.1. Security.

9.4.1.1. Generally, FLVS will implement and use commercially reasonable security measures, consistent with industry standards, to provide security for the Licensed Products, hosting services and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communication between the hosting environment and Customer's browser.

9.4.1.2. Viruses. FLVS represents and warrants to the Customer that the Licensed Products, hosting services, and hosting equipment will be routinely checked with a

commercially available, industry standard software application with up-to-date virus definitions. The first check will take place before first use by the Customer. FLVS will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. FLVS will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to the Customer by FLVS, FLVS will promptly, notify the Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means FLVS has used to remediate the virus. Should the virus propagate to State asset IT infrastructure, FLVS is responsible for costs incurred by State for State to remediate the virus. To ensure the highest approach available for security, Customer is required to run their programs on HTTPS with Amazon Web Services (AWS). FLVS is responsible for virus protection for its course content and systems however a virus caused files that are uploaded by the Customer and its users are excluded from FLVS liability.

9.4.1.3. FLVS acknowledges that it is liable to maintain the security and privacy of Customer Data and may be held liable to the extent permitted by law for a breach. FLVS is responsible for the protection of its course content and systems however a data breach caused by a virus as a result of files that are uploaded by the Customer and its users are excluded from FLVS liability.

9.4.2. Incident Response. FLVS may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with Customer should be handled on an urgent as-needed basis, as part of FLVS communication and mitigation processes and mutually agreed upon, defined by law or contained in the Contract.

9.4.3. Security Incident Reporting Requirements. FLVS shall inform Customer of any security incident or data breach. FLVS shall report a security incident to the Customer identified contact set forth herein immediately as defined in the Agreement.

9.4.4. Breach Reporting Requirements. If FLVS has actual knowledge of a confirmed data breach that affects the security of any of Customer's content that is subject to applicable data breach notification law, FLVS shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

9.4.5. Breach Responsibilities: This section only applies when a data breach occurs with respect to Customer Data within the possession or control of FLVS.

9.4.5.1. FLVS, unless stipulated otherwise, shall immediately notify the Customer identified contact set forth herein by telephone in accordance with the agreed upon security plan or procedures if it reasonably believes there has been a security incident.

9.4.5.2. FLVS, unless stipulated otherwise, shall promptly notify Customer identified contact within 2 hours or sooner by telephone, unless shorter time is required by applicable law, if it conforms that there is, or reasonably believes that there has been a data breach. FLVS shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

9.4.5.3. Unless otherwise stipulated, if a data breach is a direct result of FLVS's breach of its obligation to encrypt personal data and Customer Data or otherwise prevent its release, FLVS shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Florida Virtual School based on root cause.

10. LIMITATION AND LIABILITY

10.1 Except for amounts payable with respect to the indemnification obligations set forth in the Contract; the confidentiality obligations set forth in Section 11 of these Terms and Conditions; and the hosting, data security and breach obligations set forth in Section 9.4 of these Terms and Conditions, in no event shall either party have liability with respect to its obligations under the Contract for special, consequential, exemplary, incidental or indirect damages for or loss of business profits. FLVS's sole liability, including liability arising out of contract, negligence, and strict liability in tort, shall not exceed the total amounts actually paid by Customer to FLVS under the Contract. The parties agree that the foregoing limitations of liability are a condition and material consideration for their entry into the Contract.

10.2 With respect to the indemnification obligations set forth in the Contract; the confidentiality obligations set forth in Section 11 of these Terms and Conditions; and the hosting, data security, and breach notification obligations set forth in Section 9.4, of these Terms and Conditions neither party shall be liable to the other for lost profits or for any special, punitive or exemplary damages in connection with the Contract including these Terms and Conditions the services or the systems, however caused, under any theory of liability.

10.3 Notwithstanding anything to the contrary in the Contract, the foregoing provisions of the Section shall not apply to or limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by FLVS; the bad faith, gross negligence or intentional misconduct of FLVS or its employees agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

11. GENERAL.

11.1 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, or labor disputes. If any provision of the Agreement is invalid or unenforceable under any applicable statute or rule of law, the Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Customer/Licensee may not assign the Agreement, in whole or in part, to any other party without the prior written consent of Florida Virtual School. Breach by Customer/Licensee of the provisions of Sections 2 or 3 could result in irreparable injury to Florida Virtual School; accordingly, Florida Virtual School shall be entitled to equitable relief against any such breach, without proving actual damages. Customer/Licensee may bring action arising out of this Agreement, regardless of form; in accordance with the State of Oklahoma statutes of limitations. In the case of notices to Florida Virtual School, such notices shall be sent to: Florida Virtual School, General Counsel, 2145 Metrocenter Boulevard, Suite 100, Orlando FL 32835. In the case of notices to State of Oklahoma, SVCBS, or Customer/Licensee, such notices shall be sent as set forth below. Notice to State of Oklahoma must be copied as set forth below:

Notice to the State of Oklahoma is required for the hosting; data security; and breach obligations set forth in Section 9.4 of this Agreement and the confidentiality obligations set forth in Section 11.2 of this Agreement.

Chief Information Officer
3115 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone No. 405-522-8855

And

Chief Information Security Officer
3115 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone No. 405-522-4531

And

Information Services Deputy General Counsel
3115 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105

Notice to Statewide Virtual Charter School Board must be copied as follows:
OSOCP Specialist
2115 North Lincoln Blvd., Suite 4-37
Oklahoma City, Oklahoma 73105

Either party may change its notice address by notifying the other in like manner.

11.2 Confidentiality Obligations of FLVS

11.2.1. FLVS agrees it will not disclose to any third party any Confidential Information of Customer/Licensee, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that Customer/Licensee designates as being confidential. Customer's confidential information includes all Customer Data. Confidential Information does not include information that was known to FLVS or **11.2.2.** in FLVS's possession prior to the Customer's disclosure to FLVS; information that becomes publicly available through no fault of FLVS; is lawfully obtained from a third party who has the right to make such disclosure; or has been independently developed by one party without reference to any Confidential Information of the other party. Nothing in this Section precludes either party from disclosing Confidential Information when and as required by law.

11.2.3. FERPA and CONFIDENTIALITY

11.2.3.1. FLVS's ability to provide services under this Agreement requires Customer to share student data containing confidential personally identifiable information ("PII") from education records maintained by Customer with FLVS. FLVS agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act. (20 U.S.C § 1232g; 34 CFR Part 99).

11.2.3.2. Student data released to FLVS will be limited to data points specifically listed in this Agreement. If FLVS determines that there is a legitimate need to receive or access additional student data and that such data is necessary to perform required duties, FLVS shall submit a written request to Customer detailing the data needed and state the purpose of the disclosure. If Customer determines that access is necessary and appropriate, these Terms and Conditions may be modified in accordance with the request. No additional data shall be provided until these Terms

and Conditions are modified to reflect the additional data disclosures.

11.2.3.3. FLVS will safeguard the confidentiality and integrity of all data received pursuant to the Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. FLVS shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

11.2.3.4. Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by Customer shall not allow individuals to be directly or indirectly identified and shall contain no individual student level data. FLVS may use student data from education records to perform contractual duties as required by the Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of students. Customer shall be provided the opportunity to review all results prior to publication.

11.2.3.5. FLVS shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of the Agreement shall be entitled to access student data. FLVS shall take steps to maintain the confidentiality of student information from education records.

11.2.3.6. The Agreement does not constitute a release of student-level data for the FLVS discretionary use. Access to (or disclosure of) confidential student information contained from education records pursuant to the terms of the Agreement shall not constitute an assignment of ownership of the information provided. Customer retains all ownership rights to the data transferred pursuant to the Agreement, and FLVS shall not obtain any right, title, or interest in any of the data furnished by Customer.

11.2.3.7. Data transferred pursuant to this agreement may only be used to carry out the responsibilities throughout the duration of the projects, task and assignments specified herein. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. FLVS shall not use the data for purposes other than the projects, task and assignments identified herein.

11.2.3.8. FLVS shall immediately notify Customer if there is any unauthorized access or breach to the data provided by Customer and take reasonable steps to mitigate any breach. In the event a breach occurs, FLVS will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

11.2.3.9. Customer shall be notified immediately if FLVS receives a request for the student data containing PII provided by Customer. If FLVS becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then FLVS shall use all reasonable efforts to provide Customer with prior notice before disclosure so that Customer may seek a protective order or

other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Customer shall only disclose that portion of the confidential PII that it is legally required to disclose.

11.2.3.10. FLVS may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Contract. FLVS shall ensure, by written agreement, that any contractor or subcontractor employed by FLVS remains in compliance with FERPA.

11.2.3.11. Customer will immediately terminate this agreement and this agreement shall not be renewed due to the intentional breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein by FLVS, and Customer, OMES, and/or SVCSB may revoke any other existing RFP's or contract with FLVS.

11.2.3.12. Customer may seek monetary, restitutive and punitive damages against FLVS for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.

11.2.3.13. Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, Customer will not release any additional confidential personally identifiable information ("PII") from education records maintained by Customer to FLVS until corrective procedures have been implemented to ensure further breaches do not occur.

11.2.3.14. Upon completion of the services detailed in this agreement or upon termination of this agreement, FLVS shall immediately destroy all PII that was disclosed by Customer and provided to FLVS for the purposes detailed in the Agreement. Within ten (10) days of destruction, FLVS shall provide written notification to Customer of the date and method of destruction of these records.

11.3 Students with Disabilities. Customer/Licensee is responsible for complying with all federal IDEA requirements and any other federal, state or local laws or regulations in connection with the use and implementation of any Licensed Product. 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 those Licensed Products where Florida Virtual School will provide access to a teacher in addition to course content, if Customer/Licensee provides access to such Licensed Products to students with disabilities, Customer/Licensee will allow the Florida Virtual School-supplied teacher (or other individuals designated by Florida Virtual School as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, Florida Virtual School 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.

11.4 Third Party Requirements. Intentionally Omitted

SUPPLEMENTAL LICENSE TERMS AND CONDITIONS

These Supplemental License Terms and Conditions ("Supplement") 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 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 (HOSTED COURSES WITH TEACHER INSTRUCTION). Florida Virtual School offers a license to certain Licensed Products in which Customer/Licensee is granted access to course content in a hosted LMS environment accompanied with teacher instruction provided by Florida Virtual School ("FLVS"), the provider of the course content used in the Florida Virtual School 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 Florida Virtual School'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 but shall be as set forth in the Contract.

1.2 License/Payment Terms. For each Global School Course or Global School-Credit Recovery Course license Customer/Licensee agrees to: (a) pay the price as set forth in the Contract ; and (b) be invoiced after a student has been enrolled in a Global School Course or Global School-Credit Recovery Course for twenty-eight (28) consecutive days after the date the student was initially enrolled or upon completion of twenty (20) 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. Payment is due in accordance with the terms of the Contract. Florida Virtual School retains the right to suspend Customer/Licensee service and student access to a Global School Course or Global School-Credit Recovery Course with notice and a thirty (30) day cure period if payment is overdue. Florida Virtual School retains the right to decline a Customer/Licensee request for an Official Transcript relating to a student account for which payment is overdue. 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.

1.3 Withdrawals. During the first twenty-eight (28) consecutive days after enrolling a student or prior to a student's completion of twenty (20) 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 Florida Virtual School by email before the end of the twenty-eight (28) consecutive day period or prior to the student's completion of twenty (20) percent, whichever occurs first, for a Global School Course or Global School- Credit Recovery Course. After the twenty-eight (28) consecutive day period or upon the student's completion of twenty (20) percent of the half credit course segment, whichever occurs first, Customer/Licensee will be invoiced as per the terms set forth in the Contract." If payment is made in advance, Customer may withdraw the student and enroll another student at no additional charge during the first twenty-eight (28) consecutive day period or prior to the student's completion of twenty (20) percent of the half credit course segment, whichever occurs first, for a Global School Course or Global School- Credit Recovery Course. After the (28) day period or upon student's completion of twenty (20) percent or more of the half credit course segment, whichever occurs first, there is no credit or refund for not completing a course.

1.4 Training. Florida Virtual School 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.

1.5 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.

1.6 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 Florida Virtual School; and (g) communicating with the designated FLVS school administrator if questions or problems arise.

1.7 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, Florida Virtual School 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.

1.8 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 11.5 of the Florida Virtual School Licensed Product Agreement, Customer/Licensee is responsible for ensuring any Global School Course satisfies the National Collegiate Athletic Association's (NCAA) eligibility criteria.

1.9 Disciplinary History. Intentionally omitted.

HOSTED COURSEWARE PACKAGES (HOSTED COURSES WITHOUT TEACHER INSTRUCTION). Intentionally Omitted.
NON-HOSTED COURSES (CUSTOMER/LICENSEE HOSTED COURSES WITHOUT TEACHER INSTRUCTION). Intentionally Omitted.

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 Florida Virtual School'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 Florida Virtual School, 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 Florida Virtual School 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 Global School Courses and Global School-Credit Recovery Courses, as described in Section 1 of the Supplement, access to Florida Virtual School's Support Plan is included in the price of the Licensed Product.

2.1 Call Center Support. Call center support services are limited to Monday through Friday, during Florida Virtual School's normal business hours which are 8:00 a.m. to 5:00 p.m. Eastern Standard time exclusive of Florida Virtual School 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. For the purposes of the Agreement, program administrative and technical staff includes the school district liaison who supervises the student taking the online courses. 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 Florida Virtual School 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 Florida Virtual School 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 Florida Virtual School 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, Florida Virtual School 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. Florida Virtual School 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 Florida Virtual School at its discretion deems there are circumstances beyond its control or unless Florida Virtual School 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 Florida Virtual School to discontinue support for a course before the 12 month period. In this circumstance, Florida Virtual School 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, Florida Virtual School 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, Florida Virtual School may provide Customer/Licensee with support for the retired course for a maximum of 12 months from the retire date, unless Florida Virtual School at its discretion deems there are circumstances beyond its control or unless Florida Virtual School 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 Florida Virtual School to discontinue support for a course before the 12 month period. In this circumstance, Florida Virtual School will notify Customer/Licensee of the support end date and provide Customer/Licensee options.

2.4 Exclusions. Florida Virtual School 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 Florida Virtual School 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 Florida Virtual School 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 Florida Virtual School 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 Florida Virtual School; 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.
Intentionally Omitted.

4. PROVISION OF PROFESSIONAL SERVICES.
Intentionally Omitted.

5. CONFIDENTIALITY. FLVS shall maintain all Confidential Information of Customer in accordance with Section 11.2 of the Licensed Product Agreement portion of these Terms and Conditions.

6. Public Records. Both Customer and Florida Virtual School are public agencies subject to their respective state's Public Records Statutes.

IF THE CUSTOMER/LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CUSTOMER/LICENSEE'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.

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 the 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.

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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.

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.



**Attachment C to Addendum 1 to
State of Oklahoma with FLVS
Resulting from Solicitation Number 0900000281**

The Client Ticket Response Times/ Expectations are hereby amended as set forth below and supersedes all prior documents submitted FLVS or discussed by the parties.

Because incidents are not all managed the same way, client tickets are always first classified and then assigned a priority level. One of four priority levels can be assigned to a ticket, and the priority level may change at any time during the ticket lifecycle.

	Priority Levels	Impact
1	Critical	Extensive/ Widespread
2	High	Significant/Large
3	Medium	Moderate/Limited
4	Low	Minor/Localized



Client Ticket Response Times/Expectations

- **Response Time** refers to how quickly a technician responds to a technical issue assigned to the IT – Course Services.
- **Resolution Time** refers to how long it takes from the time an issue is logged until it is fully resolved.

Priority Level	Urgency	Expected Effort Level of Response	Target Response Time	Target Resolution Time
1	Critical	An immediate and sustained effort using all available resources until resolved. On-call procedures are activated. Vendor support invoked (if needed). Hierarchical escalation is invoked.	30 minutes (M-F business hours)	8 business hours (if no escalation required)
2	High	Assigned staff members respond immediately, assess the current situation and may interrupt other staff working on lower level priorities and/or Service Requests to assist in timely restoration.	1 business hour	16 hours or less (business hours)
3	Moderate	Assigned staff members respond using standard procedures and operating within normal supervisory management of current workload.	2 business hours	3 business days
4	Low	Assigned staff members respond using standard operation procedures as time allows within current workload.	1 business day	5 business days
5	Planning		16 business hours	80 business hours