

Company Name	Florida Virtual School	Created Date	4/26/2023
Company Address	5422 Carrier Drive, Suite 201 Orlando, Florida 32819 United States	Expiration Date	5/31/2023
		Quote Number	00011644
Remit To	Florida Virtual School P.O. Box 737413 Dallas, TX 75373-7413		
Prepared By	Shannon Murphy	Account Name	Excel Academy (CA)
Phone	(407) 212-1866		
Email	mmurphy@flexpointeducation.com		
Quote To	United States		

Product	Quantity	Sales Price	Total Price
Consultative Services - General	3.00	\$199.00	\$597.00
FlexPoint Hosted Per Student License	150.00	\$192.95	\$28,942.50
FlexPoint Hosted State Content - California	1.00	\$0.00	\$0.00
Training Webinar Per Hour	2.00	\$450.00	\$900.00

Grand Total \$30,439.50

Please make PO out to Florida Virtual School and send to info@flexpointeducation.com.

*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 ("FLVS") at its offices. Not responsible for typographical or other errors. FLVS's standard terms and conditions will apply to any order.

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 make PO out to Florida Virtual School and send to info@flexpointeducation.com. If paying via another method, please contact your sales representative for an invoice.

FlexPoint Hosted Per Student Terms

Type of License:

• **FlexPoint Hosted Per Student:** Under the FlexPoint Hosted Per Student License, a student is defined as a unique user ID enrolled in an active status in one or more course for 14 days or that has completed at least 15% of a course, whichever occurs first. If a student is no longer actively enrolled in FlexPoint courses before the renewable term expires, this license cannot be re-used to provide access to another student.

Terms and Restrictions:

- Course materials are NOT included. Please see your FlexPoint representative for a list of applicable materials.
- License includes use of the Buzz Learning Management System (LMS) to teach FlexPoint content.
- Instruction provided by customer.

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 <https://www.flexpointeducation.com/termsandconditions>.

- eTeacher's Guides are included. (*Guides may not be available for all courses)
- Customer may supplement or hide lessons but may not edit lesson content.
- Some courses may not be available in this model. Please see your FlexPoint representative for details.
- **Overages ("Additional Usage"):** Customer is financially responsible for overages. An overage is any student enrolled in excess of the number purchased at the beginning of or during the term of the license. System-based caps are not available. FlexPoint will audit customer's account for overages and invoice customer for Additional Usage.
- **Digital Library:** The Digital Library functionality may not be used with third-party course content including but not limited to Mawi Learning courses. Use of the Digital Library with FlexPoint course content or third-party course content may result in unexpected overage fees. Please see your FlexPoint representative for more information and a list of third-party courses before using the Digital Library.
- Integration with an SIS and/or other software service may result in additional fees. Please see your FlexPoint representative for details.

Length of Term:

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

Add-On Unlock

Definitions:

- Single Lesson Navigation – Provides FlexPoint-prescribed lesson numbering. Prohibits students from navigating between lessons.
- Module and Lesson Number Removal – FlexPoint-prescribed lesson and module numbers will be removed from the content and assessments.
- Unlock features are enabled only in hybrid-hosted courses and, therefore, may not be available in some courses. Please see your FlexPoint representative for details.

Add-On OneRoster

Terms and Restrictions:

- Customer is responsible for ensuring accuracy of data exchanged between customer's SIS and Buzz.
- Customer must monitor total active student count and set up subdomains at 1,000 active students.

Buzz LMS Administrative Access/Per Enrollment Terms

Terms and Restrictions:

- Administrative access includes but is not limited to reports, dashboards, integration access, customization, enrollment management, and course management.
- Administrative access includes the ability for customer to use or create Customer Created Courses. A "Customer Created Course" is any course not provided to customer by FlexPoint through its FlexPoint hosted license catalog and/or a course that does not contain any FlexPoint course content. FlexPoint content may not be added to a customer-created course shell.
- Enrollments for use in Customer Created Courses may be purchased at \$15 per enrollment. An "enrollment" is defined as a student who is enrolled and active in a single course for 14 days or has completed at least 15% of the course, whichever occurs first.
- Administrative access includes one account in the "Agilix Support" email-only system for LMS support. Customer may contract directly with Agilix for higher levels of support.

Length of Term:

- Any enrollments in Customer Created Courses are to be renewed and paid annually at the same time as the customer's FlexPoint Hosted Per Student License renewal. Customer will have access to the Buzz LMS to utilize these enrollments for 12 months from the date access is granted to the customer's FlexPoint Hosted Per Student License.

Add-On Early Access

Terms and Restrictions:

Early Access provides customer with access to FlexPoint-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 FlexPoint 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

Training Types:

- FlexPoint Hosted PD Courses - includes the use of the LMS (Buzz) to access the PD Course.
- Face-to-Face Training - consists of six (6) hours per day of training in one specified training location.
- Live Webinars - scheduled in one (1) hour increments and includes link to recording for use for 12 months.

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- On-Demand Webinars - allows access to a library of recorded trainings on a per user basis.

Terms and Restrictions:

- For online delivery of training, a PO must be provided no less than two business days prior to the scheduled training.
- For in person delivery of training, a PO must be provided no less than 10 business days prior to the scheduled training.
- Before training may commence, trainees must be enrolled in the Buzz University suite.
- Each live webinar attendee must have access to his or her own device for the entire training.
- Requests to reschedule a Live Webinar must be sent in writing to eSolutions@flexpointeducation.com no later than 24 hours before the previously scheduled start time. FlexPoint will provide available dates on which the training may be rescheduled.
- FlexPoint live webinar training is provided through Zoom. FlexPoint may offer live webinar training via Microsoft Teams with five (5) business days advance notice.
- Any material change to a Live Webinar including, but not limited to, attendee count, topic, and/or training platform (i.e., Zoom, Microsoft Teams, etc.) within 10 business days of scheduled training date may require FlexPoint to reschedule the training to a later date. Additional fees may apply.
- Customers who do not attend a scheduled Live Webinar will not be entitled to a refund or a rescheduled training date.
- On-Demand Webinars are non-refundable.

Length of Term:

- FlexPoint Hosted PD Courses include access to the content for a period of one calendar year from purchase date.
- All other Professional Development/Training services such as Face-to-Face and Live 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 FlexPoint contact.
- Once hours are depleted, customer will be notified and offered the option of purchasing additional hours.
- Consultative services do not include access to FlexPoint courses.

Length of Term:

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