

## BYU INDEPENDENT STUDY HIGH SCHOOL SUITE

### License Agreement

**The Customer Name: Bonneville Online (the “Customer”)**

**Effective Date: August 1, 2021 (the “Effective Date”)**

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This **BYU Independent Study High School Suite License Agreement** (this “**Agreement**”) is entered into as of the Effective Date listed above, by and between Brigham Young University, a Utah nonprofit institution of higher education (“**BYU**”), and the **Customer**.

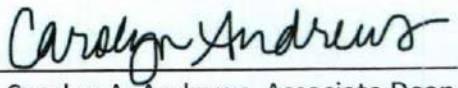
BYU Independent Study High School Suite is a robust catalog of online secondary education courses which are developed and owned by BYU and are accessible through the Agilix Buzz learning management system. The Customer desires to access and use certain BYU Independent Study High School Suite online courses identified in this Agreement.

The parties now wish to set out the balance of the terms and conditions by which BYU licenses the Customer to access and use BYU Independent Study High School Suite online courses. Therefore, in consideration for the mutual agreements contained herein, the parties agree to the terms and conditions specified in the following documents, which are incorporated in this Agreement by reference:

- **Schedule A: General Terms and Conditions**
- **Schedule B: Course List**
- **Schedule C: Confidential Pricing Sheet**

**THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE SCHEDULES LISTED ABOVE.**

**BRIGHAM YOUNG UNIVERSITY**

By:   
Carolyn A. Andrews, Associate Dean  
BYU Continuing Education  
419 HCEB  
Provo, UT 84602  
carolyn\_andrews@byu.edu

**CUSTOMER**

By:   
Board Chair  
Bonneville S.D. #93  
3385 E Iona Rd. Idaho Falls, ID 83401  
[telfordc@d93.k12.id.us](mailto:telfordc@d93.k12.id.us)



**SCHEDULE A**  
**GENERAL TERMS AND CONDITIONS**  
**(AGILIX BUZZ LMS)**

This Schedule A establishes the general terms and conditions under which BYU agrees to license the Courses to the Customer. The parties agree as follows:

**1. Definitions.**

**1.1 “Courses”** means the BYU Independent Study High School Suite online courses listed in Schedule B, including updates to the courses as may be created by BYU from time-to-time at its sole discretion.

**1.2 “Authorized Users”** means the Customer’s teachers, administrators, staff, and students who teach, administer or enroll in the Customer’s online educational program.

**1.3 “LMS”** means the Agilix Buzz Learning Management System.

**2. License and Services.**

**2.1 Grant of Rights.** Subject to the terms and conditions of this Agreement, BYU hereby grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, North American license during the Term for the Authorized Users to access and use the Courses as part of the Customer’s online educational program (the “License”).

**2.2 License Restrictions.** The Customer shall not directly or indirectly: (a) make the Courses available to any third party other than the Authorized Users; (b) grant any Authorized User or third party right to share, resell, distribute or sub-license the Product; (c) reverse engineer or otherwise attempt to discover any source code or underlying ideas or algorithms of the Courses or allow any Authorized User or third party to do the same; or, (d) allow the removal, alteration, covering or obscuring of any notice or mark that appears on the Courses.

**2.3 Intellectual Property Ownership.** Except for the license rights expressly provided herein, BYU retains ownership of, and all right, title and interest in and to the Courses, their constituent elements, any updates or modifications made by BYU, and any trademark associated with the Courses. Customer shall make good faith efforts to cooperate with BYU in the protection of BYU’s intellectual property rights, at BYU’s reasonable request. To the extent the Courses contain intellectual property owned or controlled by third parties (“Third-Party IP”), BYU does not claim an ownership right in it, nor does this Agreement grant Customer any rights to license, use and/or exploit it, beyond those otherwise addressed in this Agreement

**2.4 Course Customization.** The License granted herein includes the right for Customer to make modifications and additions to the Courses in order to customize the Courses to the Customer’s unique needs (“Customizations”) subject to the following conditions: (a) Customizations may only be used by the Authorized Users; (b) the Customer agrees that BYU has no responsibility or liability for any reason with respect to Customizations; (c) the Customer shall not use any Customizations following the expiration or termination of this Agreement; (d) the Customer shall obtain any and all necessary licenses or permissions for any Third-Party IP associated with Customizations; (e) the Customer agrees that, except for Third-Party IP, all Customizations and derivatives of any kind to the Courses made pursuant to this Agreement or otherwise, and all rights, rights of authorship, copyrights, trademarks and all other intellectual property rights arising therefrom or otherwise associated therewith shall be exclusively owned by BYU, and the Customer hereby assigns and agrees to assign such works and rights to BYU; and (f) the Customer shall not modify or use the Courses in a way that implies BYU’s endorsement of the Customizations, or that is derogatory to BYU, its affiliates, or anyone associated with the Courses.

**2.5 Course Delivery and Updates.** Within a reasonable amount of time after the Effective Date, BYU shall deliver the Courses and updates to the Courses as described in Schedule C.

**2.6 Support Services.** BYU shall provide technical support for curriculum-related issues, including a customer care manager assigned to the Customer and a customer support helpline during normal business hours on weekdays. The Customer must seek LMS technical support from the LMS provider.

**2.7 Course Maintenance.** BYU shall provide reasonable maintenance of the Courses, excluding any Customizations. A quality assurance team approves each course before it is made active and a corrections team can usually resolve any problem found in a course within 48 hours.

**2.8 Training Services.** Upon the Customer’s request, and for an additional fee specified in Schedule C, BYU shall provide online training to instruct the Customer’s teachers, administrators, and staff on the implementation and use of the Courses.



### 3. The Customer's Obligations.

**3.1 Payment.** In exchange for the License and associated services listed in Section 2, the Customer shall make payments to BYU according to the terms specified in Schedule C. If charges incurred are not paid by the due date and if, for the purposes of collecting the amount due, BYU should retain an attorney or collection agency, the Customer must pay all costs of collection including reasonable interest, reasonable attorney's fees, and reasonable collection agency fees, which may be based on a percentage at a maximum of 40% of the debt. BYU or its agent may contact the Customer by email or cell phone in an effort to collect the debt. BYU or its agent may use automated telephone dialing equipment or artificial or pre-recorded voice messages in their efforts to contact the Customer. The Customer may withdraw its consent for BYU or its agent to use automated telephone dialing equipment or artificial or prerecorded voice messages by providing notice of such request to BYU. BYU may report delinquent accounts to one or more of the national credit reporting agencies.

**3.2 Withdrawal Policy.** The Customer will not be charged for enrolled students who are withdrawn within 14 days of creating the enrollment; however, the Customer must first change the student's enrollment status to "Withdraw" or "Withdraw/Fail" on the Agilix Buzz website within those 14 days. Enrollments withdrawn after 14 days will not be refunded, nor will they result in credit.

**3.3 Course Instruction.** The Customer is solely responsible for teaching the Courses to the Customer's students. The Customer bears the costs associated with such teaching and is solely responsible for ensuring that teaching is provided by teachers with the certification and endorsements required by law.

**3.4 Course Mentors.** The Customer shall provide a mentor, other than the teacher (for example, a counselor, academic advisor, parent, etc.) to motivate and encourage each student to complete the courses in which the student is enrolled.

**3.5 Academic Credit.** The Customer acknowledges and agrees that the Customer is the academic credit-granting institution for the Courses taught to its students, not BYU.

**3.6 Credit Recovery Courses.** The Customer shall ensure that credit recovery courses (if applicable) are only available to students who are repeating an original credit course.

**3.7 Course Corrections.** The Customer shall communicate with BYU to request corrections needed for the Courses within a reasonable time and BYU shall make reasonable efforts to make requested corrections if warranted.

**3.8 Software Requirements.** Some of the Courses may require the installation of third-party software applications on the Authorized Users' computers. Such applications are free and downloadable from the software provider to the Authorized Users.

**4. BYU Name and Trademarks.** The Customer shall not use BYU's name or trademarks or any adaptation thereof, or the names of any of BYU's officers, employees or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYU for each individual usage, except that the Customer may state that the Courses are licensed to the Customer from BYU.

### 5. Term and Termination.

**5.1 Term.** The term of this Agreement commences on the Effective Date and continues in effect for three years (the "Term"). Upon expiration of the Term, without any renewal of this Agreement, all access to the Courses will promptly cease. The Term may be renewed only by separate written agreement of the parties.

**5.2 Termination for Cause.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party if the other party is reasonably perceived to be in material breach of any provision of this Agreement and has failed to cure, or take reasonable steps to cure, that breach within 15 days after receipt of written notice thereof. Upon the expiration or termination of this Agreement for cause, all access to the Courses will promptly cease and a final accounting will be made between the parties.

**5.3 Termination without Cause.** This Agreement may be terminated by either party at any time and without cause upon 30 days' written notice to the other party. Upon the termination of this Agreement without cause, all further enrollments in the courses by the Customer's students must cease and a final accounting will be made between the parties and the Customer shall promptly pay all amounts due to BYU. However, the Customer may continue to use the Courses on the LMS domain so that the Customer's students already enrolled in courses may complete them. Upon completion of pending courses by currently enrolled students, all access to the Courses will promptly cease.

### 6. Warranty.

**6.1 Scope of Warranty.** BYU warrants to the Customer the fitness of the Courses for the particular purpose set forth in this Agreement but for no other purpose. BYU makes no representations or warranties of any kind that



the Courses or accompanying documentation, or any products or results of the use thereof, will operate without interruption, be compatible or work with any software, system or other services except if and to the extent expressly set forth in the documentation provided by BYU, or be error free.

**6.2 Remedies.** BYU's entire liability, and the Customer's exclusive remedy in the event of a breach of the foregoing warranty is performance by BYU of the support services set forth in Section 2.6. The foregoing limited warranty is void if failure of the Courses results from (i) accident, abuse or misapplication attributable to the Customer's actions or inactions, (ii) use of the Courses in violation of this Agreement, or (iii) use of the Courses in combination with any other product or software not specified in this Agreement. For the foregoing warranty to apply, the Customer must promptly provide written notice to BYU that describes with specificity the problem with the Courses.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL BYU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, AND LOSS OF BUSINESS INFORMATION) WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF BYU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BYU'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE COURSES DURING THE THEN-EXISTING TERM OF THIS AGREEMENT FROM WHICH THE CLAIM ARISES.

## **8. Miscellaneous.**

**8.1 Assignment/Delegation.** No benefit inuring to the Customer under this Agreement may be assigned, and no duty imposed on the Customer may be delegated, without the prior written consent of BYU.

**8.2 Notices.** Any notices given under this Agreement are sufficient if given in writing by personal delivery, U.S. mail, or electronic mail addressed to the respective party at its address shown on the first cover page of this Agreement. Such notices are deemed to have been given on the day when actually received by the party to whom the notice is given.

**8.3 Independent Contractors.** The parties agree that they are independent contractors and nothing in this Agreement may be deemed to establish a joint venture, partnership, agency, or employment relationship between

the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.

**8.4 Severability.** Despite any provision of this Agreement that is held to be invalid or unenforceable, the validity, legality and enforceability of all other provisions of this Agreement between the parties are not affected or impaired in any way.

**8.5 Governing Law and Submission to Jurisdiction and Venue in Utah.** The laws of the State of Utah, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The parties submit to the jurisdiction of and venue in the federal and state courts located within the State of Utah and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Salt Lake City, or the courts of the State of Utah located in Utah County.

**8.6 Force Majeure.** Delay in performance or nonperformance in whole or in part by BYU is not a breach of this Agreement if the delay or nonperformance is not the result of BYU's intentional or negligent acts or omissions but results from causes, whether foreseeable or not foreseeable, beyond the reasonable control of BYU such as, but not limited to war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, government action, or industry-wide, region-wide or nationwide strike or other labor difficulty.

**8.7 Entire Agreement.** This Agreement sets forth the entire understanding between the parties and supersedes all other written or oral agreements made by or on behalf of the parties regarding the Courses. This Agreement cannot be amended except by a writing signed by both parties.



## SCHEDULE B COURSE LIST

This Schedule B provides a complete list of the BYU Independent Study High School Suite courses licensed to the Customer through this Agreement.

# HSS CREDIT RECOVERY COURSES

|  |   |
|--|---|
| ACC-041-CR: Accounting                             | EARTH-051-CR: Astronomy   |
| AEROB-045-CR: Aerobics                             | EARTH-055-CR: Meteorology                                       |
| ALG-041-CR: Pre-Algebra, Part 1                    | ECON-041-CR: Economics  |
| ALG-043-CR: Pre-Algebra, Part 2                    | ENGL-031-CR: Seventh-Grade English, Part 1                      |
| ALG-051-CR: Algebra 1, Part 1                      | ENGL-033-CR: Seventh-Grade English, Part 2                      |
| ALG-053-CR: Algebra 1, Part 2                      | ENGL-035-CR: Eighth-Grade English, Part 1                       |
| ALG-055-CR: Algebra 2, Part 1                      | ENGL-037-CR: Eighth-Grade English, Part 2                       |
| ALG-057-CR: Algebra 2, Part 2                      | ENGL-041-CR: Ninth-Grade English, Part 1                        |
| APCALC-061-CR001: AP Calculus AB Part 1            | ENGL-043-CR: Ninth-Grade English, Part 2                        |
| APCALC-063-CR001: AP Calculus AB Part 2            | ENGL-045-CR: Tenth-Grade English, Part 1                        |
| APCALC-065-CR001: AP Calculus BC Part 1            | ENGL-047-CR: Tenth-Grade English, Part 2                        |
| APGOV-061-CR: AP U.S. Government                   | ENGL-051-CR: Eleventh-Grade English, Part 1                     |
| APHIST 061: AP U.S. History, Part 1                | ENGL-053-CR: Eleventh-Grade English, Part 2                     |
| APHIST 062: AP U.S. History, Part 2                | ENGL-055-CR: Twelfth-Grade English, Part 1                      |
| APHIST-063-CR: AP World History, Part 1            | ENGL-057-CR: Twelfth-Grade English, Part 2                      |
| ART-031-CR: Introduction to Art                    | ENGN-041-CR: Small Engine Repair                                |
| ART-041-CR: Art Foundations, Part 1                | ENVRN-041-CR: Environmental Science                             |
| ART-043-CR: Art Foundations, Part 2                | FINL-041-CR: Financial Literacy                                 |
| ART-045-CR: Drawing                                | FIT-041-CR: Fitness or Living                                   |
| ART-051-CR: Calligraphy                            | FIT-045-CR: Lifetime Weight Control                             |
| ART-059-CR: Introduction to Commercial Art         | FIT-049-CR: Fitness for Sports and Recreation                   |
| ART-061-CR: Digital Photography                    | FOODS-041-CR: Food and Nutrition, Part 1                        |
| AUTO-043-CR: Automotive Basics                     | FOODS-043-CR: Food and Nutrition, Part 2                        |
| BCOM-041-CR: Business Communications               | FREN-041-CR: First-year French 1, Part 1                        |
| BIOL-041-CR: Biology, Part 1                       | FREN-043-CR: First-year French 1, Part 2                        |
| BIOL-043-CR: Biology, Part 2                       | FREN-053-CR: Second-year French 2, Part 2                       |
| BIOL-049-CR: Human Anatomy                         | GEOG-041-CR: World Geography: The Forces That Shape Our World   |
| BLAW-041-CR: Business Law                          | GEOM-041-CR: Geometry, Part 1                                   |
| BMATH-041-CR: Business and Consumer Math, Part 1   | GEOM-043-CR: Geometry, Part 2                                   |
| BMATH-043-CR: Business and Consumer Math, Part 2   | GERM-041-CR: First-Year German, Part 1                          |
| BMRKT-041-CR: Marketing                            | GERM-043-CR: First-Year German, Part 2                          |
| BOWL-041-CR: Bowling                               | GERM-051-CR: Second-Year German, Part 1                         |
| CHEM-041-CR: Chemistry, Part 1                     | GERM-053-CR: Second-Year German, Part 1                         |
| CHEM-043-CR: Chemistry, Part 2                     | GOLF-041-CR: Golf   |
| CHEM-061-CR: Honors Chemistry, Part 1              | GOVT-041-CR: American (U.S.) Government and Citizenship         |
| CHEM-063-CR: Honors Chemistry, Part 2              | GOVT-043-CR: Applied American (U.S.) Government and Citizenship |
| CHILD-041-CR: Child Development, Part 1            | GOVT 051: Honors United States Government and Citizenship       |
| CHILD-043-CR: Child Development, Part 2            | GSCI-031-CR: Seventh-Grade Science, Part 1                      |
| CHILD-051-CR: Preparing for Responsible Parenthood | GSCI-033-CR: Seventh-Grade Science, Part 2                      |
| CLOTH-041-CR: Clothing Construction                | GSCI-035-CR: Eighth-Grade Science, Part 1                       |
| CLOTH-047-CR: Clothing Fashion Fundamentals        | GSCI-037-CR: Eighth-Grade Science, Part 2                       |
| CTECH-041-CR: Computer Technology                  |   |
| CYCLE-041-CR: Cycling                              |   |
| EARTH-041-CR: Earth Science, Part 1                |   |
| EARTH-043-CR: Earth Science, Part 2                |   |



GUITR-041-CR: Beginning Guitar  
 HIST-041-CR: United States History to 1877  
 HIST-043-CR: United States History from 1877  
 HIST-052-GS002-CR: Northwest History- WA State  
 HIST-053-CR: Alaskan History  
 HIST-062-CR: World History: Eastern Hemisphere  
 HIST-064-CR: World History: Western Hemisphere  
 HIST-065-CR: World History: Europe and Russia  
 HLTH-031-CR: Health Education  
 HLTH-041-CR: Health Education, Part 1  
 HLTH-042-CR: Health Education, Part 2  
 HLTH-043-CR: Eating Disorders and Basic Nutrition  
 HLTH-045-CR: Drug Use and Abuse  
 INTDE-041-CR: Interior Design  
 JAPAN-041-CR: First-year Japanese, Part 1  
 JAPAN-043-CR: First-year Japanese, Part 2  
 JAPAN-051-CR: Second-Year Japanese, Part 1  
 JAPAN-053-CR: Second-Year Japanese, Part 2  
 JOG-041-CR: Jogging  
 KOREA-041-CR: First-Year Korean, Part 1  
 KOREA-043-CR: First-Year Korean, Part 2  
 KOREA-051-CR: Second-Year Korean, Part 1  
 KOREA-053-CR: Second-Year Korean, Part 2  
 LIT-045-CR: Understanding Literature  
 LIT-047-CR: Advanced Literature Comprehension  
 LIT-051-CR: Bible as Literature  
 LIT-061-CR: Science Fiction Literature  
 MATH-031-CR: Seventh-Grade Mathematics, Part 1  
 MATH-033-CR: Seventh-Grade Mathematics, Part 2  
 MATH-035-CR: Eighth-Grade Mathematics, Part 1  
 MATH-037-CR: Eighth-Grade Mathematics, Part 2  
 MATH-051-CR: Secondary Mathematics 1, Part 1  
 MATH-052-CR: Secondary Mathematics 1, Part 2  
 MATH-053-CR: Secondary Mathematics 2, Part 1  
 MATH-054-CR: Secondary Mathematics 2, Part 2  
 MATH-055-CR: Secondary Mathematics 3, Part 1  
 MATH-056-CR: Secondary Mathematics 3, Part 2  
 MEDIC-051-CR: Medical Terminology  
 MUSIC-041-CR: Introduction to Music  
 OCCUP-041-CR: Preparing for Health Occupations  
 PHSCS-041-CR: Physics, Part 1  
 PHSCS-043-CR: Physics, Part 2  
 PHYS-041-CR: Physical Science  
 PIANO-041-CR: Beginning Piano  
 PRECALC-041-CR: Pre-Calculus, Part 1  
 PRECALC-043-CR: Pre-Calculus, Part 2  
 READ-033-CR: Reading Comprehension, Part 1  
 READ-035-CR: Reading Comprehension, Part 2  
 READ-041-CR: Speed Reading  
 READ-045-CR: Reading Comprehension  
 READ-049-CR: Recreational Reading  
 READ-051-CR: Reading Around the World  
 REAL-041-CR: Life Preparation  
 RUSS-041-CR: First-Year Russian, Part 1  
 RUSS-043-CR: First-Year Russian, Part 2  
 RUSS-051-CR: Second-Year Russian, Part 1  
 RUSS-053-CR: Second-Year Russian, Part 2  
 SELFG-041-CR: Personal Freedom: How to Gain Control of Your Life  
 SELFG-043-CR: Project Self Discovery  
 SELFG-047-CR: Dating: Romance and Reason  
 SELFG-049-CR: Essential Life Skills  
 SELFG-051-CR: Leadership  
 SELFG-055-CR: Study Skills  
 SELFG-057-CR: Education and Career Planning  
 SOCS-041-CR: Current Events  
 SPAN-041-CR: First-Year Spanish, Part 1  
 SPAN-043-CR: First-Year Spanish, Part 2  
 SPAN-051-CR: Second-Year Spanish, Part 1  
 SPAN-053-CR: Second-Year Spanish, Part 2  
 SPAN-061-CR: Third-Year Spanish, Part 1  
 SPAN-063-CR: Third-Year Spanish, Part 2  
 STDEV-051-CR: Online Prep: Tools for Success  
 SWIM-043-CR: Intermediate Swimming  
 TEN-041-CR: Tennis  
 TRIG-041-CR: Trigonometry  
 USA-041-CR: Character of America: Documents and Symbols  
 USA-043-CR: Character of America: The People  
 WALK-041-CR: Walking Fitness  
 WRIT-041-CR: English Usage  
 WRIT-043-CR: Technical Writing  
 WRIT-045-CR: Creative Writing  
 WRIT-047-CR: Writing Poetry  
 WRIT-049-CR: Journalism  
 WTRNG-041-CR: Weight Training  
 XPLR-041-CR: Character Education: Exploring Values, Part 1  
 XPLR-043-CR: Character Education: Exploring Values, Part 2  
 XPLR-045-CR: Character Education: Exploring Values, Part 3



## HSS ORIGINAL CREDIT COURSES

|   |  |
|---|--|
| ACC 041: Accounting                             | CS 041: Computer Science, Part 1                             |
| ACT-051: ACT Preparation                        | CS-043: Computer Science, Part 2                             |
| AEROB 045: Aerobics                             | CTECH 041: Computer Technology                               |
| ALG 041: Pre-Algebra, Part 1                    | CYCLE 041: Cycling   |
| ALG 043: Pre-Algebra, Part 2                    | EARTH 041: Earth Science, Part 1                             |
| ALG 051: Algebra 1, Part 1                      | EARTH 043: Earth Science, Part 2                             |
| ALG 053: Algebra 1, Part 2                      | EARTH 051: Astronomy   |
| ALG 055: Algebra 2, Part 1                      | EARTH 055: Meteorology                                       |
| ALG 057: Algebra 2, Part 2                      | ECON 041: Economics  |
| APBIO 059: AP Biology, Part 1                   | ENGL 031: Seventh-Grade English, Part 1                      |
| APBIO 060: AP Biology, Part 2                   | ENGL 033: Seventh-Grade English, Part 2                      |
| APCALC 061: AP Calculus AB Part 1               | ENGL 035: Eighth-Grade English, Part 1                       |
| APCALC 063: AP Calculus AB Part 2               | ENGL 037: Eighth-Grade English, Part 2                       |
| APCALC-065: AP Calculus BC Part 1               | ENGL 041: Ninth-Grade English, Part 1                        |
| APGOV 061: AP Government                        | ENGL 043: Ninth-Grade English, Part 2                        |
| APHIST 061: AP U.S. History, Part 1             | ENGL 045: Tenth-Grade English, Part 1                        |
| APHIST 062: AP U.S. History, Part 2             | ENGL 047: Tenth-Grade English, Part 2                        |
| APHIST-063: AP World History, Part 1            | ENGL 051: Eleventh-Grade English, Part 1                     |
| APPSY-059: AP Psychology, Part 1                | ENGL 053: Eleventh-Grade English, Part 2                     |
| APPSY-060: AP Psychology, Part 2                | ENGL 055: Twelfth-Grade English, Part 1                      |
| ARAB 041: First-Year Arabic, Part 1             | ENGL 057: Twelfth-Grade English, Part 2                      |
| ARAB 043: First-Year Arabic, Part 2             | ENGN 041: Small Engine Repair                                |
| ARAB 051: Second-Year Arabic, Part 1            | ENVRN 041: Environmental Science                             |
| ARAB 053: Second-Year Arabic, Part 2            | FINL 041: Financial Literacy                                 |
| ART 031: Introduction to Art                    | FIT-041: Fitness for Living                                  |
| ART 041: Art Foundations, Part 1                | FIT 045: Lifetime Weight Control                             |
| ART 043: Art Foundations, Part 2                | FIT 049: Fitness for Sports and Recreation                   |
| ART 045: Drawing                                | FOODS 041: Food and Nutrition, Part 1                        |
| ART 051: Calligraphy                            | FOODS 043: Food and Nutrition, Part 2                        |
| ART 059: Introduction to Commercial Art         | FREN 041: First-Year French, Part 1                          |
| ART 061: Digital Photography                    | FREN 043: First-Year French, Part 2                          |
| AUTO 043: Automotive Basics                     | FREN 051: Second-Year French, Part 1                         |
| BCOM-041: Business Communications               | FREN 053: Second-Year French, Part 2                         |
| BIOL 041: Biology, Part 1                       | GARD 041: Home Gardening                                     |
| BIOL 043: Biology, Part 2                       | GEOG 041: World Geography                                    |
| BIOL 049: Human Anatomy                         | GEOM 041: Plane Geometry, Part 1                             |
| BLAW 041: Business Law                          | GEOM 043: Geometry, Part 2                                   |
| BMATH 041: Business and Consumer Math, Part 1   | GERM 041: First-Year German, Part 1                          |
| BMATH 043: Business and Consumer Math, Part 2   | GERM 043: First-Year German, Part 2                          |
| BMRKT 041: Marketing                            | GERM 051: Second-Year German, Part 1                         |
| BOWL 041: Bowling                               | GERM 053: Second-Year German, Part 2                         |
| CHEM 041: Chemistry, Part 1                     | GOLF 041: Golf   |
| CHEM 043: Chemistry, Part 2                     | GOVT 041: American (U.S.) Government and Citizenship         |
| CHEM 061: Honors Chemistry, Part 1              | GOVT 043: Applied American (U.S.) Government and Citizenship |
| CHEM 063: Honors Chemistry, Part 2              | GOVT 051: Honors United States Government and Citizenship    |
| CHILD 041: Child Development, Part 1            | GSCI 031: Seventh-Grade Science, Part 1                      |
| CHILD 043: Child Development, Part 2            | GSCI 033: Seventh-Grade Science, Part 2                      |
| CHILD 051: Preparing for Responsible Parenthood | GSCI 035: Eighth-Grade Science, Part 1                       |
| CLOTH 041: Clothing Construction                | GSCI 037: Eighth-Grade Science, Part 2                       |
| CLOTH 047: Clothing Fashion Fundamentals        |  |
| COMMS 051: Public Speaking                      |  |



GUITR 041: Beginning Guitar  
 HIST 041: United States History to 1850  
 HIST 043: United States History from 1851  
 HIST 057: History of the American West  
 HIST 062: World History: Eastern Hemisphere  
 HIST 064: World History: Western Hemisphere  
 HIST 065: World History: Europe and Russia  
 HIST 066: World Civilizations  
 HLTH 031: Health Education  
 HLTH 041: Health Education, Part 1  
 HLTH 042: Health Education, Part 2  
 HLTH 043: Eating Disorders and Basic Nutrition  
 HLTH 045: Drug Use and Abuse  
 INFOP 041: Keyboarding  
 INTDE 041: Interior Design, Part 1  
 JAPAN 041: First-Year Japanese, Part 1  
 JAPAN 043: First-Year Japanese, Part 2  
 JAPAN 051: Second-Year Japanese, Part 1  
 JAPAN 053: Second-Year Japanese, Part 2  
 JOG 041: Jogging  
 KOREA 041: First-Year Korean, Part 1  
 KOREA 043: First-Year Korean, Part 2  
 KOREA-051: Korean 2, Part 1  
 KOREA-053: Korean 2, Part 2  
 LATIN 041: First-Year Latin, Part 1  
 LATIN 043: First-Year Latin, Part 2  
 LATIN 051: Second-Year Latin, Part 1  
 LATIN 053: Second-Year Latin, Part 2  
 LIT 045: Understanding Literature  
 LIT 047: Advanced Literature Comprehension  
 LIT 051: Bible as Literature  
 LIT 061: Science Fiction Literature  
 MATH 031: Seventh-Grade Mathematics, Part 1  
 MATH 033: Seventh-Grade Mathematics, Part 2  
 MATH-035: Eighth-Grade Mathematics, Part 1  
 MATH-037: Eighth-Grade Mathematics, Part 2  
 MATH 051: Secondary Mathematics I, Part 1  
 MATH 052: Secondary Mathematics I, Part 2  
 MATH 053: Secondary Mathematics II, Part 1  
 MATH 054: Secondary Mathematics II, Part 2  
 MATH 055: Secondary Mathematics III, Part 1  
 MATH 056: Secondary Mathematics III, Part 2  
 MEDIC-051: Medical Terminology  
 MUSIC 041: Introduction to Music  
 OCCUP 041: Preparing for Health Occupations  
 PHSCS 041: Physics, Part 1  
 PHSCS 043: Physics, Part 2  
 PHYS 041: Physical Science  
 PIANO 041: Beginning Piano  
 PRECALC-041: Pre-Calculus, Part 1  
 PRECALC-043: Pre-Calculus, Part 2  
 READ 033: Reading Comprehension, Part 1  
 READ 035: Reading Comprehension: Understanding Literature, Part 2  
 READ 041: Speed Reading  
 READ 045: Reading Comprehension  
 READ 049: Recreational Reading  
 READ 051: Reading around the World  
 REAL 041: Life Preparation  
 RUSS 041: First-Year Russian, Part 1  
 RUSS 043: First-Year Russian, Part 2  
 RUSS 051: Second-Year Russian, Part 1  
 RUSS 053: Second-Year Russian, Part 2  
 SELFG 041: Personal Freedom  
 SELFG 043: Project Self-Discovery  
 SELFG 047: Dating: Romance and Reason  
 SELFG 049: Essential Life Skills  
 SELFG 051: Leadership  
 SELFG 055: Study Skills  
 SELFG 057: Education and Career Planning  
 SOCSC 041: Current Events  
 SOCSC 051: Sociology  
 SOCSC 055: Psychology  
 SOCST 033: Survey Of World History, Part 1  
 SOCST 034: Survey Of World History, Part 2  
 SOCST 035: United States History, Part 1  
 SOCST 036: United States History, Part 2  
 SOCST 037: United States History, Part 3  
 SOCST 038: United States History, Part 4  
 SPAN 041: First-Year Spanish, Part 1  
 SPAN 043: First-Year Spanish, Part 2  
 SPAN 051: Second-Year Spanish, Part 1  
 SPAN 053: Second-Year Spanish, Part 2  
 SPAN 061: Third-Year Spanish, Part 1  
 SPAN 063: Third-Year Spanish, Part 2  
 SWIM 043: Intermediate Swimming  
 TEN 041: Tennis  
 TOEFL 1500: Test of English as a Foreign Language Preparation  
 TRIG 041: Trigonometry, Part 1  
 USA 041: Character of America: Documents and Symbols  
 USA 043: Character of America: The People  
 WALK 041: Walking Fitness  
 WRIT 041: English Usage  
 WRIT 043: Technical Writing  
 WRIT 045: Creative Writing  
 WRIT 047: Writing Poetry  
 WRIT 049: Journalism  
 WTRNG 041: Weight Training  
 XPLR 041: Character Education: Exploring Values, Part 1  
 XPLR 043: Character Education: Exploring Values, Part 2  
 XPLR 045: Character Education: Exploring Values, Part 3



**SCHEDULE C  
CONFIDENTIAL PRICING SHEET  
(CONCURRENT STUDENT USER LICENSE OPTION – AGILIX)**

**Concurrent Student User License.** The concurrent student user license option is based on the number of simultaneous students using the Courses (“Student Users”) and is not dependent on student location. With the concurrent license option, Student Users have unlimited access to original credit, blended learning, and credit recovery versions of the Courses. For example, if a school or school district purchased 100 concurrent student user licenses, it could have up to 100 of its Student Users logged in concurrently. If more than 100 Student Users are logged in simultaneously on a consistent basis, the district would need to purchase additional concurrent student user licenses.

**Course Delivery and Updates.** BYU shall create a unique domain for the Customer in the LMS and will include the Courses in said domain so that they may be accessed by the Authorized Users. BYU shall also upload updates of the Courses to the Customer’s LMS domain as they become available.

**License Fees.** In exchange for the License and associated services listed in Section 2 of Schedule A, the Customer shall make payment(s) to BYU (the “License Fees”) according to the Pricing Table below and as otherwise specified herein.

**CONCURRENT LICENSE FEE PRICING TABLE**

| Number of Student Users (3 Years)        | Payment Due (3 Payments)  | Third-Party License Fee*   |
|--|---|--|
| Year 1 - 1,100 Concurrent Student Users  | August 1, 2021 - 1,100 Concurrent Student User License<br>x \$100 = \$110,000 | Pre-Calculus and AP Calculus – \$10 per Student User, per enrollment<br>Keyboarding – \$7 per Student User, per enrollment |
| Year 2 - 1,100 Concurrent Students Users | August 1, 2022 - 1,100 Concurrent Student User License<br>x \$100 = \$110,000 |  |
| Year 3 – 1,100 Concurrent Student Users  | August 1, 2023 - 1,100 Concurrent Student User License<br>x \$100 = \$110,000 |  |

\*Third-party license fees only apply, and are required to be paid, if you use our Pre-Calculus, AP Calculus, and Keyboarding courses.

For invoicing purposes, the Customer shall complete and submit prior to the Effective Date the online “High School Suite Application for Credit Form” found at the link below.

[https://mepipqzxd.formstack.com/forms/hss\\_credit\\_application\\_form](https://mepipqzxd.formstack.com/forms/hss_credit_application_form)

**Additional Student Users.** If the Customer’s total number of concurrent Student Users exceeds the maximum number in the Pricing Table above, the Customer must purchase an additional concurrent student user license for each additional student for the duration of the Term.

**Training Services.** Upon the Customer’s request and for an additional fee, BYU shall provide online training to instruct the Customer’s teachers, administrators, and staff on the implementation and use of the Courses. Training options and corresponding fees are listed in the Training Pricing Table below. Payment for all training services is due to BYU within 30 days of receipt of the invoice for such services.

**TRAINING SERVICES PRICING TABLE**

| Training Option  | Fee            |
|--|----------------|
| Initial half-day of online training on the implementation and use of the courses   | Free of Charge |
| Follow-up online training on the implementation and use of the Courses   | Free of Charge |
| Initial half-day of pedagogical training on the implementation and use of our curriculum in the effective pedagogical theories and practices for online teaching (All follow-up and ongoing pedagogical training support free of charge) | Free of Charge |



*This confidential pricing sheet is for the sole use of the intended recipient(s) and contains confidential proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited without the written consent of BYU.*

**Signature:**

**Email:** [guyw@d93.k12.id.us](mailto:guyw@d93.k12.id.us)