

**SIXTH AMENDMENT TO SOFTWARE AS SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Sixth Amendment (“Amendment No. 6”) dated the 30th day of August 2023 (“Effective Date”), is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Lexia Learning Systems LLC (the “Contractor”), executed August 31, 2017, the First Amendment to the contract executed July 11, 2018, the Second Amendment to the contract executed June 6, 2019, the Third Amendment to the contract executed July 28, 2020, the Fourth Amendment to the contract executed July 20, 2021, and the Fifth Amendment to the contract executed April 28, 2022, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Software as Services Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment or the Fifth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Amendment No. 6 to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

2.1. Within section 1.1, delete the following language which has a strikethrough and add the language which is underlined:

This Agreement shall commence on the date first set above and continue through and including August 31, 2018, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to ~~four (4)~~ six (6) additional one-year terms upon separate written addendum to the Contractor for each one-year term.

2.2. At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023 through August 31, 2024.

3. **Amended Responsibilities.**

3.1. Exhibit B is deleted hereby in its entirety.

3.2. Replace Exhibit B with Contractor’s Quote #Q-564019-1, hereby attached to this Sixth Amendment and made part of this Agreement.

3.3. The total cost for Services as set forth on the attached Exhibit B is Thirty-Eight Thousand, Eighty-Eight Dollars and Zero Cents (\$38,088.00), due and

payable by the District thirty (30) days after the receipt of Contractor's invoice.

3.4. The pricing for all Services under this contract shall not exceed and as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1
Attn: ~~Tracy Stibitz~~
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: ~~tstibitz@psdschools.org~~

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

4. **General Provisions.**

4.1. **Entire Agreement.** The Agreement and this Amendment No. 6 constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment No. 6 as of the Effective Date.

LEXIA LEARNING SYSTEMS LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Nick Gaehde
President
08/31/23

By: R. David Montoya
R. David Montoya (Sep 5, 2023 10:51 MDT)

R. David Montoya
Executive Director of Finance

By: Traci Gile
Traci Gile (Sep 5, 2023 10:46 MDT)

Traci Gile, Ph.D.
Assistant Superintendent of Elementary
Schools

Exhibit B

Lexia[®]

Because Literacy **Can** and **Should** be for ALL

Lexia's comprehensive suite of curriculum and professional development solutions are designed to meet the literacy needs of ALL students and the teachers who support them.

Poudre School District 2023 Products & Pricing Guide

Customized Quotes Available On Request
Ariel Bobson - Account Executive

845.269.7613 | ariel.bobson@lexialearning.com



Lexia® Core5® Reading is an adaptive blended learning program that **accelerates the development of literacy skills** for K-5th grade students of all abilities, helping them make that critical shift from learning to read to reading to learn. Core5 is approved under The Colorado READ Act as an evidence-based instructional program. Click [here](#) to learn more.



Lexia® PowerUp Literacy® **accelerates literacy gains for students in grades 6–12** who are at risk of not meeting College- and Career-Ready Standards. Proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year. Click [here](#) to learn more.



Lexia® English Language Development™ is an adaptive blended learning program that **supports Emergent Bilingual students' English language acquisition through academic conversations**. The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies. Click [here](#) to learn more.



Lexia® Aspire Professional Learning, grounded in the Science of Reading, is a **flexible, self-paced digital solution that empowers educators to accelerate literacy skills among students in grades 4-8**. Aspire equips educators with the knowledge and skills they need to apply science-based strategies to classrooms where the focus is on reading to learn. Click [here](#) to learn more.



The *LETRS*® (Language Essentials for Teachers of Reading and Spelling) Suite is **professional learning that provides educators and administrators with deep knowledge to be literacy and language experts in the science of reading**. *LETRS* teaches the skills needed to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language. LETRS is approved by the CDE as an Evidence-Based Reading Training and meets the Colorado READ Act training requirement for teachers. Click [here](#) to learn more.

[Core5/PowerUp Individual Student Subscription](#)

	1 year	2 years	3 years	4 years	5 years
1-249	\$44.00	\$84.00	\$123.00	\$158.00	\$198.00
250-499	\$39.00	\$74.00	\$108.00	\$140.00	\$176.00
500+	\$33.00	\$63.00	\$93.00	\$119.00	\$149.00

[Core5/PowerUp Unlimited School Subscriptions](#)

	2 years	3 years	4 years	5 years
1 year \$10,500	\$19,950	\$29,100	\$37,800	\$47,250

[Lexia English Individual Student Subscription](#)

	1 year	2 years	3 years	4 years	5 years
1-249	\$100.00	\$184.80	\$255.60	\$340.80	\$426.00
250-499	\$95.00	\$175.50	\$243.00	\$324.00	\$405.00
500+	\$90.00	\$166.80	\$229.50	\$306.00	\$382.50

[Lexia English Unlimited School Subscription](#)

	2 years	3 years	4 years	5 years
1 year \$12,900	\$24,240	\$34,830	\$46,440	\$58,050

[Lexia Aspire Professional Learning - 1 Year License](#)

1 Year Participant License	\$600
1 Year Leader License	\$600



Lexia® Success Partnerships combine the power of our solutions with the expertise of our dedicated Customer Success Managers. **Our literacy experts collaborate with your leadership team to set goals that align with your instructional and staff needs**, then partner with you to develop and monitor a customized implementation plan designed to achieve the outcomes you need for both students and educators. We offer Success Partnerships for Core5, PowerUp, and Lexia English. Click [here](#) to learn more.

[Core5/PowerUp Unlimited School Subscription with School Success Partnership](#)

1 year	2 years	3 years	4 years	5 years
\$13,800	\$26,200	\$38,310	\$49,700	\$62,100

[Lexia English Unlimited School Subscription with School Success Partnership](#)

1 year	2 years	3 years	4 years	5 years
\$14,900	\$28,020	\$40,230	\$53,640	\$67,050

LETRS Literacy Professional Development			Version	Price
LETRS Participant Bundle (Print & License) Volume I (Units 1-4)			3rd Edition	\$399
LETRS Participant Bundle (Print & License) Volume II (Units 5-8)			3rd Edition	\$399
LETRS Participant Bundle (Print & License) EC			Early Childhood	\$250
LETRS Participant Bundle (Print & License) Administrators			Admin	\$250
LETRS Facilitator Bundle (Print & License) Volume I (Units 1-4)			3rd Edition	\$499
LETRS Facilitator Bundle (Print & License) Volume II (Units 5-8)			3rd Edition	\$499
LETRS Facilitator Bundle (Print & License) EC			Early Childhood	\$399
Online Course Extension			All	\$99

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-564019-1
Created Date: 4/26/2023

Prepared By: Ariel Bobson
Email: ariel.bobson@lexialearning.com

Quote To:
Tracy Stibitz
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Tracy Stibitz
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2023	8/31/2024	228	Lexia Core5 Reading Student Subscription Renewal - 184-Tavelli	\$33.00	\$7,524.00
9/1/2023	8/31/2024	1	Lexia Core5 Reading Unlimited School Subscription Renewal - 124-Eyestone	\$10,500.00	\$10,500.00
9/1/2023	8/31/2024	85	Lexia Core5 Reading Student Subscription Renewal - 106-Beattie	\$33.00	\$2,805.00
9/1/2023	8/31/2024	60	Lexia Core5 Reading Student Subscription Renewal - 110-Bethke	\$33.00	\$1,980.00
9/1/2023	8/31/2024	40	Lexia Core5 Reading Student Subscription Renewal - 340-Fort Collins	\$33.00	\$1,320.00
9/1/2023	8/31/2024	35	Lexia Core5 Reading Student Subscription Renewal - 175-Riffenburgh, IB World School	\$33.00	\$1,155.00
9/1/2023	8/31/2024	50	Lexia Core5 Reading Student Subscription Renewal - 461-PSD Global Academy	\$33.00	\$1,650.00
9/1/2023	8/31/2024	88	Lexia Core5 Reading Student Subscription Renewal - 160-Mountain Schools	\$33.00	\$2,904.00
9/1/2023	8/31/2024	25	Lexia Core5 Reading Student Subscription Renewal - 115-Cache La Poudre, IB World School- Elementary	\$33.00	\$825.00
9/1/2023	8/31/2024	25	Lexia Core5 Reading Student Subscription Renewal - 193-Zach	\$33.00	\$825.00
9/1/2023	8/31/2024	190	Lexia Core5 Reading Student Subscription Renewal - 169-Putnam School of Science	\$33.00	\$6,270.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2023	8/31/2024	10	Lexia Core5 Reading Student Subscription Renewal - 360-Rocky Mountain	\$33.00	\$330.00

Total Price \$38,088.00

Fax or email Purchase Orders with quote number Q-564019-1 to the following:

Attn: Ariel Bobson
 Email: ariel.bobson@lexialearning.com
 Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**FIFTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Fifth Amendment (“Fifth Amendment”) dated the 28th day of April 2022 (“Effective Date”), is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Lexia Learning Systems LLC (the “Contractor”), executed August 31, 2017, the First Amendment to the contract executed July 11, 2018, the Second Amendment to the contract executed June 6, 2019 and the Third Amendment to the contract executed July 28, 2020, and the Fourth Amendment to the contract executed July 20, 2021, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fifth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**
 - 2.1. Within section 1.1, delete the following language which has a strikethrough and add the language which is underlined:

This Agreement shall commence on the date first set forth above and continue through and including August 31, 2018, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to ~~four~~ (4) five (5) additional one-year terms upon a written mutually agreed upon amendment notice to the Contractor for each one-year term.

 - 2.2. At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2022 through August 31, 2023.

3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.

 - 3.2. Replace Exhibit B with Contractor’s Quote #Q-505135-5, hereby attached to this Fifth Amendment and made part of this Agreement.

 - 3.3. The total cost for Services for term in section 1.1 of the Agreement, as set forth on the attached Exhibit B is Fifty-Five Thousand, Three Hundred Dollars and Zero Cents (\$55,300.00), due and payable by the District thirty (30) days after the receipt of Contractor’s invoice.

1. **Special Provisions.**

1.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

2. **General Provisions.**


2.1. **Entire Agreement.** The Agreement and this Fifth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

2.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

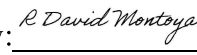
IN WITNESS WHEREOF, the District and the Contractor have signed this Fifth Amendment as of the Effective Date.

LEXIA LEARNING SYSTEMS LLC

POUDRE SCHOOL DISTRICT R-1

By:  _____

Peter Koso
Vice President

By:  _____

R. David Montoya
Executive Director of Finance

By:  _____

Traci Gile, Ph.D.
Assistant Superintendent of Elementary
Schools

Exhibit B

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-505135-5
Created Date: 4/21/2022

Prepared By: Ariel Bobson
Email: ariel.bobson@lexialearning.com

Quote To:
Tracy Stibitz
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Tracy Stibitz
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2022	8/31/2023	40	Lexia Core5 Reading Student Subscription Renewal - 115-Cache La Poudre, IB World School- Elementary	\$30.00	\$1,200.00
9/1/2022	8/31/2023	400	Lexia Core5 Reading Student Subscription Renewal - Integrated Services	\$30.00	\$12,000.00
9/1/2022	8/31/2023	70	Lexia Core5 Reading Student Subscription Renewal - 184-Tavelli	\$30.00	\$2,100.00
9/1/2022	8/31/2023	60	Lexia Core5 Reading Student Subscription Renewal - 154-McGraw, IB World School	\$30.00	\$1,800.00
9/1/2022	8/31/2023	45	Lexia Core5 Reading Student Subscription Renewal - 175-Riffenburgh, IB World School	\$30.00	\$1,350.00
9/1/2022	8/31/2023	98	Lexia Core5 Reading Student Subscription Renewal - 160-Mountain Schools	\$30.00	\$2,940.00
9/1/2022	8/31/2023	1	Lexia Core5 Reading Unlimited School Subscription Renewal - 124-Eyestone	\$9,500.00	\$9,500.00
9/1/2022	8/31/2023	1	Lexia Core5 Reading Unlimited School Subscription Renewal - Irish	\$9,500.00	\$9,500.00
9/1/2022	8/31/2023	100	Lexia Core5 Reading Student Subscription Renewal - 461-PSD Global Academy	\$30.00	\$3,000.00
9/1/2022	8/31/2023	72	Lexia Core5 Reading Student Subscription Renewal - 106-Beattie	\$30.00	\$2,160.00
9/1/2022	8/31/2023	32	Lexia Core5 Reading Student Subscription Renewal - 101-Bacon	\$30.00	\$960.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2022	8/31/2023	15	Lexia Core5 Reading Student Subscription Renewal - 151- Lopez a "Leader in Me" School	\$30.00	\$450.00
9/1/2022	8/31/2023	75	Lexia Core5 Reading Student Subscription Renewal - Bethke	\$30.00	\$2,250.00
9/1/2022	8/31/2023	48	Lexia Core5 Reading Student Subscription Renewal - 136- Kruse	\$30.00	\$1,440.00
9/1/2022	8/31/2023	155	Lexia Core5 Reading Student Subscription Renewal - 145- Linton	\$30.00	\$4,650.00

Total Price \$55,300.00

Fax or email Purchase Orders with quote number Q-505135-5 to the following:

Attn: Ariel Bobson

Email: ariel.bobson@lexialearning.com

Fax: (978) 402-3621

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**FOURTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS, LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Fourth Amendment”) dated the 20th day of July 2021 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Lexia Learning Systems, LLC (the “Contractor”), executed August 31, 2017, the First Amendment to the contract executed July 11, 2018, the Second Amendment to the contract executed June 6, 2019 and the Third Amendment to the contract executed July 28, 2020, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment, the Second Amendment or the Third Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fourth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2021 through August 31, 2022.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B, is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Lexia Learning System Quote #Q-452420-8, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.3. The total cost for Services for term in section 1.1 of the Agreement, as set forth on the attached Exhibit B is Fifty-Six Thousand, Two Hundred and Eighty Dollars and Zero Cents (\$56,280.00), due and payable by the District thirty (30) days after the receipt of Contractor’s invoice
 - 3.4. Within section 11.14, delete the language which has a strikethrough and replace with the following language which is underlined:

~~**Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier~~

~~licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 11.14, shall not reduce the indemnification liability that Contractor has assumed in section 11.5.~~

~~Commercial General Liability~~

- ~~a. Each Occurrence Bodily Injury & Property Damage \$1,000,000~~
- ~~b. Each Event Personal Injury \$1,000,000~~
- ~~c. Products/Completed Operations Aggregate \$1,000,000~~
- ~~d. General Aggregate \$2,000,000~~
- ~~e. Coverage must be written on an "occurrence" basis~~
- ~~f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.~~

~~Technology Errors & Omissions Liability including Network Security and Privacy Liability~~

- ~~a) Per Loss \$3,000,000~~
- ~~b) Aggregate Limit \$3,000,000~~
- ~~c) If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.~~
- ~~d) If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.~~

Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified

coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Provider shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11.14 shall not reduce the indemnification liability that Provider has assumed in section 11.15.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

4. **Special Provisions.**

- 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**


- 5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fourth Amendment as of the Effective Date.

LEXIA LEARNING SYSTEMS, LLC

POUDRE SCHOOL DISTRICT R-1

By:  _____

Peter Koso
Vice President

By: *R. David Montoya* _____

R. David Montoya
Executive Director of Finance

By: *Dr. Traci Gile* _____

Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lexia Learning Systems LLC Rosetta Stone Ltd Cambium Learning Group, Inc. 300 Baker Ave, Ste 320 Concord MA 01742 USA	INSURER A: Berkley Regional Insurance Company 29580	
	INSURER B: Berkley National Insurance Company 38911	
	INSURER C: Lloyd's Syndicate No. 2623 AA1128623	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570093039208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			TCP701596512	04/15/2022	04/15/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7015965-12	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TCP701596512	04/15/2022	04/15/2023	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TWC701596613	04/15/2022	04/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
c	Cyber Liability			FSCE02203029 Cyber/E&O (Claims Made) SIR applies per policy terms & conditions	04/15/2022	04/15/2023	Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Poudre School District Attention: Risk Management 2407 Laporte Ave Ft. Collins CO 80521 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570093039208

Certificate No :



Exhibit B

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-452420-8
Created Date: 7/14/2021 6:26 PM

Prepared By: Cortnie Gurren
Email: cortnie.gurren@lexialearning.com

Quote To:
Tracy Stibitz
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Tracy Stibitz
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2021	8/31/2022	90	Lexia Core5 Reading Student Subscription Renewal - "142-Laurel School of Arts & Technology"	\$30.00	\$2,700.00
9/1/2021	8/31/2022	16	Lexia Core5 Reading Student Subscription Renewal - 101-Bacon	\$30.00	\$480.00
9/1/2021	8/31/2022	40	Lexia Core5 Reading Student Subscription Renewal - 106-Beattie	\$30.00	\$1,200.00
9/1/2021	8/31/2022	50	Lexia Core5 Reading Student Subscription Renewal - 109-Bennett, IB World School	\$30.00	\$1,500.00
9/1/2021	8/31/2022	40	Lexia Core5 Reading Student Subscription Renewal - 115-Cache La Poudre, IB World School- Elementary	\$30.00	\$1,200.00
9/1/2021	8/31/2022	40	Lexia Core5 Reading Student Subscription Renewal - 115-Cache La Poudre, IB World School- Elementary	\$30.00	\$1,200.00
9/1/2021	8/31/2022	10	Lexia Core5 Reading Student Subscription Renewal - 136-Kruse	\$30.00	\$300.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2021	8/31/2022	125	Lexia Core5 Reading Student Subscription Renewal - 145-Linton	\$30.00	\$3,750.00
9/1/2021	8/31/2022	60	Lexia Core5 Reading Student Subscription Renewal - 154-McGraw, IB World School	\$30.00	\$1,800.00
9/1/2021	8/31/2022	110	Lexia Core5 Reading Student Subscription Renewal - 172-Red Feather	\$30.00	\$3,300.00
9/1/2021	8/31/2022	40	Lexia Core5 Reading Student Subscription Renewal - 174-Rice	\$30.00	\$1,200.00
9/1/2021	8/31/2022	35	Lexia Core5 Reading Student Subscription Renewal - 175-Riffenburgh, IB World School	\$30.00	\$1,050.00
9/1/2021	8/31/2022	70	Lexia Core5 Reading Student Subscription Renewal - 184-Tavelli	\$30.00	\$2,100.00
9/1/2021	8/31/2022	25	Lexia Core5 Reading Student Subscription Renewal - 188-Traut Core Knowledge	\$30.00	\$750.00
9/1/2021	8/31/2022	170	Lexia Core5 Reading Student Subscription Renewal - 461-PSD Global Academy	\$30.00	\$5,100.00
9/1/2021	8/31/2022	400	Lexia Core5 Reading Student Subscription Renewal - Integrated Services	\$30.00	\$12,000.00
9/1/2021	8/31/2022	240	Lexia Core5 Reading Student Subscription Renewal - 169-Putnam School of Science	\$30.00	\$7,200.00
9/1/2021	8/31/2022	1	Lexia Core5 Reading Unlimited School Subscription Renewal - Eyestone	\$9,000.00	\$9,000.00
9/1/2021	8/31/2022	15	Lexia Core5 Reading Student Subscription Renewal - Lopez	\$30.00	\$450.00

Total Price \$56,280.00

Fax or email Purchase Orders with quote number Q-452420-8 to the following:

Attn: Cortnie Gurren

Email: cortnie.gurren@lexialearning.com

Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <http://www.lexialearning.com/download> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 28th day of July 2020 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Lexia Learning Systems LLC (the “Contractor”), executed August 31, 2017, the First Amendment to the contract executed July 11, 2018 and the Second Amendment to the contract executed June 6, 2019, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Third Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.** At the conclusion of the term dated August 31, 2020, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2020 through August 31, 2021.

3. **Amended Responsibilities.**
 - 3.1. Exhibit B, is deleted hereby in its entirety.

 - 3.2. Replace Exhibit B with Contractor’s Lexia Learning System Quote #Q-404357-7, hereby attached to this Third Amendment and made part of this Agreement.

 - 3.3. The total cost for Services for term in section 2.1 of the Third Amendment, as set forth on the attached Exhibit B is Forty-One Thousand, and Ten Dollars and Zero Cents (\$41,010.00), due and payable by the District thirty (30) days after the receipt of Contractor’s invoice


4. **General Provisions.**
 - 4.1. **Entire Agreement.** The Agreement and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.


 - 4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Third Amendment as of the Effective Date.

LEXIA LEARNING SYSTEMS LLC

POUDRE SCHOOL DISTRICT R-1

By: 
Peter Koso
Vice President

By: 
R. David Montoya
Executive Director of Finance

By: 
Todd Lambert (Aug 2, 2020 09:56 MDT)
Todd Lambert
Assistant Superintendent of
Elementary Schools

Exhibit B

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-404357-7
Created Date: 7/27/2020 6:25 PM

Prepared By: Evelyn de Chauny
Email: edechauny@lexialearning.com

Quote To:
Tracy Stibitz
Poudre School District R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Tracy Stibitz
Poudre School District R-1
2407 LaPorte Ave
Fort Collins, CO 80521-2297 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2020	8/31/2021	5	Bacon Student Licenses	\$30.00	\$150.00
9/1/2020	8/31/2021	100	Bauder Student Licenses	\$30.00	\$3,000.00
9/1/2020	8/31/2021	40	Beattie Student Licenses	\$30.00	\$1,200.00
9/1/2020	8/31/2021	61	Harris Bilingual Student Licenses	\$30.00	\$1,830.00
9/1/2020	8/31/2021	20	Cache La Poudre, IB World School Student Licenses	\$30.00	\$600.00
9/1/2020	8/31/2021	50	Traut Student Licenses	\$30.00	\$1,500.00
9/1/2020	8/31/2021	10	Kruse Student Licenses	\$30.00	\$300.00
9/1/2020	8/31/2021	90	Linton Student Licenses	\$30.00	\$2,700.00
9/1/2020	8/31/2021	234	Putnam School of Science Student Licenses	\$30.00	\$7,020.00
9/1/2020	8/31/2021	120	Red Feather Student Licenses	\$30.00	\$3,600.00
9/1/2020	8/31/2021	70	Tavelli Student Licenses	\$30.00	\$2,100.00
9/1/2020	8/31/2021	82	PSD Global Academy Student Licenses	\$30.00	\$2,460.00
9/1/2020	8/31/2021	65	McGraw Student Licenses	\$30.00	\$1,950.00
9/1/2020	8/31/2021	100	Laurel School of Arts & Tech Student Licenses	\$30.00	\$3,000.00
9/1/2020	8/31/2021	1	Eyestone Site License	\$9,000.00	\$9,000.00
9/1/2020	8/31/2021	1	Putnam School of Science - Lexia Core5 Reading Live Online Session (60-90 minutes)	\$600.00	\$600.00

Total Price \$41,010.00

Fax or email Purchase Orders with quote number Q-404357-7 to the following:

Attn: Evelyn de Chauny

Email: edechauny@lexialearning.com

Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS LLC.
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment ("Second Amendment") dated the 6th day of June 2019, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Lexia Learning Systems LLC. (the "Contractor") executed August 31, 2017 and the First Amendment to the Agreement executed July 11, 2018 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated August 31, 2019, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2019 through August 31, 2020.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor's Lexia Learning System Quote Q-00244918.5, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Contractor shall upgrade system to Lexia Core5 Reading for all participating locations, as outlined in the attached Exhibit D, hereby made part of this Agreement.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. Signatures. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

LEXIA LEARNING SYSTEMS, LLC.

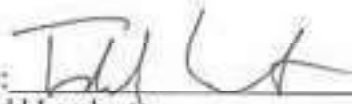
POUDRE SCHOOL DISTRICT R-1

By: 

Peter Koso
Vice President

By: 

R. Skyler Thimens
Purchasing Manager

By: 

Todd Lambert
Assistant Superintendent of
Elementary Schools

Exhibit B

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote Number: Q-00244918.7
 Created Date: 5/23/2019
 Prepared By: Evelyn de Chauny
 Email: edechauny@lexialearning.com

Quote To Name: Tracy Stibitz
 Quote To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US
 Bill To Name: Tracy Stibitz
 Bill To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2019	8/31/2020	1	Lexia Core5 Reading Unlimited School Subscription Renewal - Bauder Elementary School	\$9,000.00	\$9,000.00
9/1/2019	8/31/2020	50	Lexia Core5 Reading Student Subscription Renewal - Bethke Elementary School	\$30.00	\$1,500.00
8/1/2019	8/31/2020	25	Lexia Core5 Reading Student Subscription - Additional Licenses - Bethke Elementary School (13 months)	\$32.50	\$812.50
9/1/2019	8/31/2020	20	Lexia Core5 Reading Student Subscription Renewal - Cache La Poudre Elementary School	\$30.00	\$600.00
9/1/2019	8/31/2020	61	Lexia Core5 Reading Student Subscription Renewal - Harris Bilingual Elementary School	\$30.00	\$1,830.00
8/1/2019	8/31/2020	50	Lexia Core5 Reading Student Subscription - Irish Elementary School (13 months)	\$32.50	\$1,625.00
9/1/2019	8/31/2020	75	Lexia Core5 Reading Student Subscription Renewal - Laurel School of Arts & Technology Elementary School	\$30.00	\$2,250.00
9/1/2019	8/31/2020	86	Lexia Core5 Reading Student Subscription Renewal - Linton Elementary School	\$30.00	\$2,580.00
8/1/2019	8/31/2020	4	Lexia Core5 Reading Student Subscription - Additional Licenses - Linton Elementary School (13 months)	\$32.50	\$130.00
9/1/2019	8/31/2020	1	Lexia Core5 Reading Unlimited School Subscription Renewal - Olander Elementary School	\$9,000.00	\$9,000.00
9/1/2019	8/31/2020	80	Lexia Core5 Reading Student Subscription Renewal - PSD Global Academy K-12 School	\$30.00	\$2,400.00
8/1/2019	8/31/2020	16	Lexia Core5 Reading Student Subscription - Additional Licenses - PSD Global Academy K-12 School (13 months)	\$32.50	\$520.00
9/1/2019	8/31/2020	158	Lexia Core5 Reading Student Subscription Renewal - Putnam School of Science Elementary School	\$30.00	\$4,740.00
8/1/2019	8/31/2020	7	Lexia Core5 Reading Student Subscription - Additional Licenses - Putnam School of Science Elementary School (13 months)	\$32.50	\$227.50
9/1/2019	8/31/2020	105	Lexia Core5 Reading Student Subscription Renewal - Red Feather Elementary School	\$30.00	\$3,150.00
8/1/2019	8/31/2020	7	Lexia Core5 Reading Student Subscription - Additional Licenses - Red Feather Elementary School (13 months)	\$32.50	\$227.50
9/1/2019	8/31/2020	15	Lexia Core5 Reading Student Subscription Renewal - Rice Elementary School	\$30.00	\$450.00
9/1/2019	8/31/2020	70	Lexia Core5 Reading Student Subscription Renewal - Tavelli Elementary School	\$30.00	\$2,100.00

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

9/1/2019	8/31/2020	45	Lexia Core5 Reading Student Subscription Renewal - Traut Core Knowledge Elementary School	\$30.00	\$1,350.00
8/1/2019	8/31/2020	5	Lexia Core5 Reading Student Subscription - Additional Licenses - Traut Core Knowledge Elementary School (13 months)	\$32.50	\$162.50
9/1/2019	8/31/2020	30	Lexia Core5 Reading Student Subscription Renewal - Beattie Elementary School	\$30.00	\$900.00
8/1/2019	8/31/2020	10	Lexia Core5 Reading Student Subscription - Additional Licenses - Beattie Elementary School (13 months)	\$32.50	\$325.00
9/1/2019	8/31/2020	1	Lexia Core5 Reading Unlimited School Subscription Renewal - Eystone Elementary School	\$9,000.00	\$9,000.00
Total Price					\$54,880.00

Please fax or email Purchase Orders with quote number Q-00244918.7 to:

Attn: Evelyn de Chauny
 Email: edechauny@lexialearning.com
 Fax: (978) 287-0062

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

Term

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

Note: Each Purchase Order must include the correct quote Quote Order Number provided on the applicable quote, and should attach the quote.

Acceptance

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.


Exhibit D

Lexia® Core5® Reading provides a systematic and structured approach to six critical areas of reading. The program creates personalized learning paths for students of all abilities through an adaptive placement and scaffolded activities that align to rigorous standards.

								
			Phonological Awareness	Phonics	Structural Analysis	Automaticity/Fluency	Vocabulary	Comprehension
Pre-K	LEVEL 1	<i>A Picnic in the Woods</i>	•	•		•	•	•
Kindergarten	LEVEL 2	<i>A Day at the Beach</i>	•	•		•	•	•
	LEVEL 3	<i>A Snow Day in the City</i>	•	•		•	•	•
	LEVEL 4	<i>The Amazon Rainforest</i>	•	•		•	•	•
	LEVEL 5	<i>The Scottish Cliffs</i>		•		•		•
Grade 1	LEVEL 6	<i>A Day in Paris</i>		•		•	•	•
	LEVEL 7	<i>The African Serengeti</i>		•		•		•
	LEVEL 8	<i>The South Pole</i>		•		•	•	•
	LEVEL 9	<i>The Egyptian Desert</i>		•		•	•	•
Grade 2	LEVEL 10	<i>An English Garden</i>		•	•	•		•
	LEVEL 11	<i>The Swiss Alps</i>		•		•	•	•
	LEVEL 12	<i>A Russian Circus</i>		•	•	•	•	•
Grade 3	LEVEL 13	<i>The Indian Rainforest</i>			•	•	•	•
	LEVEL 14	<i>A Japanese Garden</i>			•	•	•	•
	LEVEL 15	<i>A Journey Through China</i> New!			•	•	•	•
Grade 4	LEVEL 16	<i>The Great Barrier Reef</i>			•	•	•	•
	LEVEL 17	<i>A Hawaiian Paradise</i>			•	•	•	•
	LEVEL 18	<i>A Mexican Valley</i> New!			•	•	•	•
Grade 5	LEVEL 19	<i>The Southwest, USA</i>			•	•	•	•
	LEVEL 20	<i>The Ancient Greek Countryside</i>			•	•	•	•
	LEVEL 21	<i>Mesopotamia: Land Between Two Rivers</i> New!			•	•	•	•

Coming for fall 2019!
Three new levels for grades 3-5

New!
Expanded scope
and sequence
coming fall
2019!

	Phonological Awareness	Phonics	Structural Analysis	Automaticity/Fluency	Vocabulary	Comprehension	
Level 1 (Pre-K)	<ul style="list-style-type: none"> Rhyming 	<ul style="list-style-type: none"> Upper and Lower Case Letters (visual matching) 	—	<ul style="list-style-type: none"> Automaticity with Foundational Concepts 	<ul style="list-style-type: none"> Basic Categories 	<ul style="list-style-type: none"> Listening Comprehension Picturing Print Concepts 	
Levels 2-5 (K)	<ul style="list-style-type: none"> Blending & Segmenting Syllables & Sounds Beginning Sounds Ending Sounds Short & Long Vowel Sounds Manipulating Sounds 	<ul style="list-style-type: none"> Alphabetizing Letter-Sound Correspondence Letter Names Timed Silent Reading at Word Level 	—	<ul style="list-style-type: none"> Automaticity with Foundational Concepts High-Frequency Sight Words 	<ul style="list-style-type: none"> Vocabulary Concepts Advanced Adjectives 	<ul style="list-style-type: none"> Listening Comprehension Picturing Comprehension Strategies with Narrative & Informational Text 	
Levels 6-9 (Grade 1)	<ul style="list-style-type: none"> Short & Long Vowel Sounds Manipulating Sounds (additions & deletions) 	<ul style="list-style-type: none"> Digraphs Easily Reversible Letters (b, d, p) Word Families Contractions Syllable Types <ul style="list-style-type: none"> Closed Open Silent e Timed Silent Reading at Word Level 	—	<ul style="list-style-type: none"> Automaticity with Foundational Concepts High-Frequency Sight Words Sentence Structure 	<ul style="list-style-type: none"> Categorizing & Associations Multiple Meaning Words Parts of Speech 	<ul style="list-style-type: none"> Listening Comprehension Understanding Text Structure <ul style="list-style-type: none"> Sequencing Sentences Comprehension Strategies with Narrative & Informational Text Reading Comprehension <ul style="list-style-type: none"> Matching Words/Phrases with Pictures Close Reference Comprehension 	
Levels 10-12 (Grade 2)	<ul style="list-style-type: none"> Manipulating Sounds (additions & deletions) 	<ul style="list-style-type: none"> Irregular Plurals and Verbs Hard and Soft c & g Six Syllable Types <ul style="list-style-type: none"> Closed Open Silent e Vowel Consonant Combinations Rules for Syllable Division Spelling Generalizations and Rules 	<ul style="list-style-type: none"> Simple Suffixes Prefixes 	<ul style="list-style-type: none"> Automaticity with Foundational Concepts High-Frequency Sight Words Timed Silent Reading at Paragraph Level Modeled Prosody with Connected Text 	<ul style="list-style-type: none"> Synonyms and Antonyms Similes and Metaphors Parts of Speech 	<ul style="list-style-type: none"> Listening and Reading Comprehension across Genres <ul style="list-style-type: none"> Main Idea/Mainly About Details Vocabulary Prediction Inferences & Conclusions Cause & Effect Compare & Contrast Summarizing Paraphrasing Perspective Fact vs. Opinion Illustrations & Visual Information Sequence & Procedure Text Features Using Evidence Application of Higher-Order Comprehension Skills Vocabulary and Knowledge Building 	
New! Levels 13-15 (Grade 3)	—	—	<ul style="list-style-type: none"> Prefix & Suffix Meanings Spelling Rules for Adding Affixes Word Analysis Strategies <ul style="list-style-type: none"> Morphological Awareness Context Clues 	<ul style="list-style-type: none"> Automaticity with Foundational Concepts High-Frequency Sight Words Timed Silent Reading at Paragraph Level Modeled Prosody with Connected Text Rhyme Schemes Intonation, Stress and Phrasing 	<ul style="list-style-type: none"> Idioms Analogies Academic Vocabulary <ul style="list-style-type: none"> General Academic Domain-specific Connectives Word Relationships 	<ul style="list-style-type: none"> Application of Higher-Order Comprehension Skills Vocabulary and Knowledge Building 	
New! Levels 16-18 (Grade 4)	—	—	<ul style="list-style-type: none"> Root, Prefix & Suffix Meanings Spelling Rules for Adding Affixes Word Analysis Strategies <ul style="list-style-type: none"> Morphological Awareness Context Clues 		<ul style="list-style-type: none"> Multiple Meaning Words Idioms Academic Vocabulary <ul style="list-style-type: none"> General Academic Domain-specific Connectives Word Relationships 	<ul style="list-style-type: none"> Connection and Integration of Ideas Within and Across Texts Grammar Concepts for Comprehension <ul style="list-style-type: none"> Building and Combining Sentences Parts of Speech and Functions Phonics Reference Connectives and Signal Words 	
New! Levels 19-21 (Grade 5)	—	—	<ul style="list-style-type: none"> Accent Placement Prefix & Suffix Meanings Greek Combining Forms Word Analysis Strategies <ul style="list-style-type: none"> Morphological Awareness Context Clues 		<ul style="list-style-type: none"> Shades of Meaning Advanced Analogies Academic Vocabulary <ul style="list-style-type: none"> General Academic Domain-specific Connectives Word Relationships 	<ul style="list-style-type: none"> Shades of Meaning Advanced Analogies Academic Vocabulary <ul style="list-style-type: none"> General Academic Domain-specific Connectives Word Relationships 	<ul style="list-style-type: none"> Shades of Meaning Advanced Analogies Academic Vocabulary <ul style="list-style-type: none"> General Academic Domain-specific Connectives Word Relationships

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS LLC.
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") dated the 11th day of July 2018, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Lexia Learning Systems LLC. (the "Contractor") executed August 31, 2017, which is attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement.

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

2.1. At the conclusion of the term dated August 31, 2018, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2018 through August 31, 2019.

3. **Amended Responsibilities.**

3.1. Exhibit B, is deleted hereby in its entirety.

3.2. Replace Exhibit B with Contractor's Lexia Learning Systems Quote # Q-00207993.3, hereby attached to this First Amendment and made part of this Agreement.

3.3. Add section 2.8, include the following language that is underlined:

Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

3.4. Add section 2.9, include the following language that is underlined:

Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

3.5. Add section 11.14, add the following language which is underlined:

Insurance. Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a

minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 11.14, shall not reduce the indemnification liability that Contractor has assumed in section 11.5.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Technology Errors & Omissions Liability Including Network Security and Privacy Liability

- a. Per Loss \$3,000,000
- b. Aggregate Limit \$3,000,000
- c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.
- d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

4. Special Provisions.

- 4.1. Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. General Provisions.

5.1. **Entire Agreement.** The original Agreement and Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

LEXIA LEARNING SYSTEMS LLC.

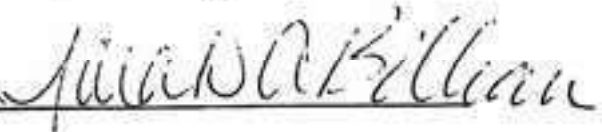
POUDRE SCHOOL DISTRICT R-1

By:  _____

Peter Koso
Vice President, Lexia Learning Systems LLC

By:  _____

Dave Montoya
Executive Director of Finance

By:  _____

Sarah Belleau
Director of Integrated Services

Exhibit B

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote Number Q-00207993.3
 Created Date 6/15/2018

Prepared By Evelyn de Chauny
 Email edechauny@lexialearning.com

Quote To Name Karen Wally
 Quote To Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US

Bill To Name Tracy Stibitt
 Bill To Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2018	8/31/2019	1	Lexia Core5 Reading Unlimited School Subscription Renewal - EYESTONE ELEM SCHOOL	\$8,500.00	\$8,500.00
9/1/2018	8/31/2019	1	Lexia Core5 Reading Unlimited School Subscription Renewal - OLANDER ELEM SCHOOL	\$8,500.00	\$8,500.00
9/1/2018	8/31/2019	20	Lexia Core5 Reading Student Subscription Renewal - BETHKE ELEM SCHOOL	\$30.00	\$600.00
9/1/2018	8/31/2019	20	Lexia Core5 Reading Student Subscription Renewal - CACHE LA POUFRE	\$30.00	\$600.00
9/1/2018	8/31/2019	16	Lexia Core5 Reading Student Subscription Renewal - DUNN IB WORLD	\$30.00	\$480.00
9/1/2018	8/31/2019	49	Lexia Core5 Reading Student Subscription Renewal - HARRIS ELEM SCHOOL	\$30.00	\$1,470.00
9/1/2018	8/31/2019	70	Lexia Core5 Reading Student Subscription Renewal - LAUREL SCHOOL	\$30.00	\$2,100.00
9/1/2018	8/31/2019	60	Lexia Core5 Reading Student Subscription Renewal - LINTON ELEM SCHOOL	\$30.00	\$1,800.00
9/1/2018	8/31/2019	80	Lexia Core5 Reading Student Subscription Renewal - PSD GLOBAL ACAD	\$30.00	\$2,400.00
9/1/2018	8/31/2019	8	Lexia Core5 Reading Student Subscription Renewal - RICE ELEM SCHOOL	\$30.00	\$240.00
9/1/2018	8/31/2019	24	Lexia Core5 Reading Student Subscription Renewal - TRAUT CORE	\$30.00	\$720.00
9/1/2018	8/31/2019	70	Lexia Core5 Reading Student Subscription Renewal - PUTNAM ELEM	\$30.00	\$2,100.00
9/1/2018	8/31/2019	100	Lexia Core5 Reading Student Subscription Renewal - RED FEATHER	\$30.00	\$3,000.00
9/1/2018	8/31/2019	5	Lexia Core5 Reading Student Subscription - RED FEATHER (additional licenses)	\$30.00	\$150.00
10/1/2018	8/31/2019	70	Lexia Core5 Reading Student Subscription Renewal - TAVELLI ELEM SCHOOL	\$27.50	\$1,925.01
9/1/2018	8/31/2019	25	Lexia Core5 Reading Student Subscription - BEATTIE ELEM SCHOOL	\$30.00	\$750.00
9/1/2018	8/31/2019	2	Lexia Core5 Reading Training - Webinars - Launch & Data Coaching - BEATTIE ELEM SCHOOL	\$500.00	\$1,000.00
9/1/2018	8/31/2019	30	Lexia Core5 Reading Student Subscription - BETHKE ELEM SCHOOL (additional licenses)	\$30.00	\$900.00
9/1/2018	8/31/2019	6	Lexia Core5 Reading Student Subscription - TRAUT CORE (additional licenses)	\$30.00	\$180.00
9/1/2018	8/31/2019	10	Lexia Core5 Reading Student Subscription - PUTNAM ELEM (additional licenses)	\$30.00	\$300.00
9/1/2018	8/31/2019	1	Lexia Core5 Reading Unlimited School Subscription Renewal - BAUDER ELEM SCHOOL	\$8,500.00	\$8,500.00

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

9/1/2018	8/31/2019	12	Lexia Core5 Reading Student Subscription - HARRIS ELEM SCHOOL (additional licenses)	\$30.00	\$360.00
9/1/2018	8/31/2019	7	Lexia Core5 Reading Student Subscription - RICE ELEM SCHOOL (additional licenses)	\$30.00	\$210.00
9/1/2018	8/31/2019	5	Lexia Core5 Reading Student Subscription - LAUREL SCHOOL (additional licenses)	\$30.00	\$150.00

Total Price **\$46,935.01**

> Please submit your district purchase request by JUNE 8th

Please fax or email Purchase Orders with quote number Q-00207993.3 to:

Attn: Evelyn de Chauny
 Email: edechauny@lexialearning.com
 Fax: (978) 287-0062

TERMS AND CONDITIONS

****Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 90 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

Term

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

Note: Each Purchase Order must include the correct quote Quote Order Number provided on the applicable quote, and should attach the quote.

Acceptance

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is effective as of this 31st day of August 2017, by and between Poudre School District R-1 ("District") and Lexia Learning Systems LLC. ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on August 1, 2017 and continue through and including August 31, 2018, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms upon written notice to the Contractor for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event, shall the District's obligations under the Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the original term of the Agreement and/or any extensions thereof as provided in sections 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services ordered under and in accordance with this Agreement.

2. Deliverables and Purchase Price.

2.1. ~~District schools may order and the Contractor shall provide access to~~ Lexia® SaaS-based literacy or assessment subscription licenses, and any associated administrator implementation, training and support services set forth in Exhibit A (hereafter the "Services"), at the prices and in accordance with the scope of work set forth in the Contractor order quote, attached hereto as Exhibit B and confirmed by District purchase order (hereinafter the "Services Order").

2.2. The Contractor grants such licenses and user permissions to provide its Services in accordance with Contractor's License and User Agreement, attached hereto as Exhibit A.1, and incorporated herein.

2.3. The Contractor agrees to offer pricing to the District as set forth in Exhibit B, due and payable by the District forty-five (45) days after receipt of Provider's invoice.

2.4. The terms of this Agreement shall continue to govern through expiration of all licenses and performance of all Services that survive termination of the Agreement.

2.5. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designees will adhere to applicable laws, regulations, and District policies.

2.6. Additional District schools may utilize this Agreement under all terms and conditions specified and upon execution of a formal written District Agreement signed by authorized representatives of the parties.

2.7. The District understands and agrees that its students' access to and use of the Services under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. Definitions.

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended, in the same manner that Contractor supports such encryption at rest to its other district and school customers.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential

student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to Contractor's subcontractors (identified in Exhibit C hereto ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Contract; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event, shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers

or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit C: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and in (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Risk Manager. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Risk Manager with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District in excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or material reduction of coverage hereunder. The insurance requirements specified in this section 8, shall not reduce the indemnification liability that Contractor has assumed in section 11.5 below.

Commercial General Liability

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. Each Event Personal Injury | \$1,000,000 |
| c. General Aggregate | \$2,000,000 |
- a. Coverage must be written on an "occurrence" basis Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

9. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

10. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@pdschools.org

Lexia Learning Systems LLC
Attn: Bo Lemire
300 Baker Avenue, Suite 320
Concord, MA 01742
E-mail: blemire@lexialearning.com

With Copy to:
Lexia Learning Systems LLC
Attn: Peter Koso, VP of Operations
300 Baker Avenue, Suite 320
Concord, MA 01742
E-mail: pkoso@lexialearning.com

11. **General Provisions.**

11.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

11.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

11.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

11.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

11.5. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the

Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 11.5 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

11.6. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

11.7. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

11.8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

11.9. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

11.10. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement or any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

11.11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.


11.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

11.13. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

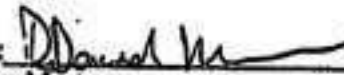
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

LEXIA LEARNING SYSTEMS LLC


POUDRE SCHOOL DISTRICT R-1

By: 

Nick Gaelde
President, Lexia Learning

By: 

Dave Montoya
Executive Director of Finance

By: 

Todd Lambert
Assistant Superintendent of Elementary Schools

Exhibit A Products & Services

The District has in the past ordered and may order from time to time access to subscription licenses and/or implementation support or training for any available Lexia® subscription Products and services, as set forth in each applicable Order under the Agreement, including:

- Lexia Reading Core5
- Lexia Strategies
- Lexia RAPID Assessment
- Lexia Implementation Support Package
- Lexia Individual Training Sessions

Lexia subscription products assess student literacy levels and prescribe activities within the program to achieve the educator's desired learning outcome. Educators are provided with an administrative dashboard that provides student performance and progress in literacy, and indicates those students that may need more direct intervention from the educator.



Lexia Reading® Core5®, PK-5, provides explicit, systematic, and personalized learning in six areas of reading instruction, and predicts students' year-end performance, while providing teachers with data-driven action plans to help differentiate instruction.



Lexia Strategies, Grades 6-12, focuses on fundamental literacy skills, starting at first grade skill levels, but with a more mature, age-appropriate interface and a range of content that covers basic phonological awareness through advanced decoding skills, vocabulary development, and comprehension activities.

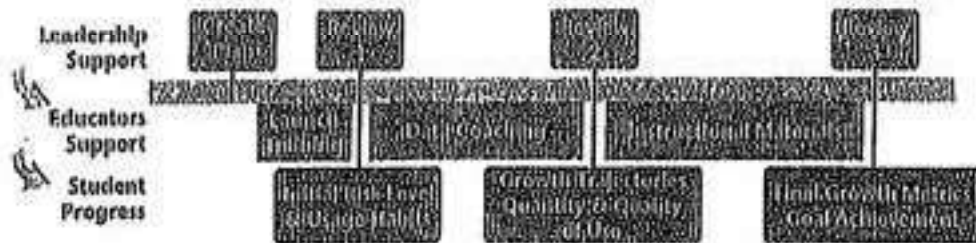


Lexia RAPID Assessment™ Grades K-12, is a research-based, computer-adaptive reading and language assessment allows educators to gather predictive, norm-referenced data up to three times a year, with immediate scoring and reports.

Professional Development: Implementation Support Package & Separate Trainings

- **Implementation Support Package**
Lexia Learning made professional development and support services a priority within the products' development from the start. Busy educators need access to professional development that is time-efficient, engaging, and easily accessible. Understanding how

Core5 and Strategies work for students and how to access and use the data reported on the myLexia.com teacher site is critical for implementation success and optimal student gains in reading proficiency.



Implementation Support Services

Core5 and Strategies are proven effective when implemented with fidelity. Lexia will partner with the district to meet literacy goals through a sustainable, measurable, and successful implementation plan. A Lexia Implementation Manager will consult with and assist the school and district teams while providing the following deliverables during the first year of implementation.

- Customizing a Lexia Implementation Plan to specific school and/or district needs
- Providing technical set-up guidance
- Organizing, scheduling and delivering one full day of on-site professional learning
- Organizing, scheduling and delivering web-based professional learning sessions, as needed.
- Providing access to on-demand Training Resources videos and guides within myLexia
- Guiding the scheduling of students for Lexia usage in classrooms, computer labs, intervention blocks, before/after school and at home
- Reviewing implementation milestones on scheduled phone consultations with school leadership at least 3x/year.
 - o Analyzing Student Usage and Progress Data, as well as Staff Usage Data
 - o Recommending implementation best practices
 - o Assisting with the development of staff expertise and sustainable local models
- Providing ongoing support to district Lexia Leader(s) via email and phone
- Assisting with Summer School Implementations, end-of-year maintenance & new year start-up
- Providing ongoing collaborative support

Implementation Support Training

In order to support implementation fidelity, professional learning opportunities are highly recommended. A Lexia Implementation Manager will work with your schools to provide the following services to ensure the success and sustainability of the implementation. Schools purchasing an Implementation Services Plan may choose to have a Lexia Learning Professional Learning Facilitator deliver one of the following sessions on-site and the others remotely via webinar format. Educators who are experienced using technology-based personalized or blended learning programs typically choose the Data Coaching session on-site. Educators with less experience may choose the Launch training on-site.

Launch Model: An Overview of Lexia Reading® Core5® & Strategies*

TIME FRAME: Prior to or the first few weeks of the school year

LENGTH: 60-90 minutes per small group

OBJECTIVES: This hands-on workshop will prepare school literacy teams to:

- Begin using the Lexia software, both quickly and efficiently
- Understand the components of the Core5 & Strategies program
- Explore the student program and scope-and-sequence
- Use the Lexia data system to identify students most at-risk, monitor students' progress, and understand the role of the Skill Builders and Lexia Lessons
- Implement Core5 and Strategies with fidelity

Data Driven Personalized Learning Module: Using Data to Make Educational Decisions*

TIME FRAME: Two (2) months into implementation; must have at least first two rounds of Performance Indicators

LENGTH: 60-90 minutes per small group, delivered in one day

PREREQUISITE: All staff members have logged into www.myLexia.com at least once

OBJECTIVES: A step-by-step process for using the Lexia Data & Reporting System to:

- Identify students most at-risk
- Monitor student progress and diagnose specific skills gaps
- Plan targeted instruction
- Communicate with grade-level teams and parents

Lexia Lessons and Skill Builders Module: Direct Instruction & Building Automaticity*

TIME FRAME: One (1) or two (2) months into implementation

LENGTH: 60 minutes per small group

OBJECTIVES: This session will explain how to utilize the paper-based materials of Core5 & Strategies. It will address the following:

- *What are the Lexia Lessons and Skill Builders?*
- *How are they designed to fit flexibly into ongoing literacy instruction to help teachers address the needs of individual students?*

- ***Training Module above - purchased individually**

Exhibit A.1 LICENSE

LEXIA APPLICATION END USER LICENSE AGREEMENT - For orders under the Poudre School District R-1/Lexia Learning Software Services Agreement

This Lexia Application License Agreement ("License") is a contract between you, the individual completing the order for access to and use of the products, materials and/or services described below on behalf of your organization ("Licensee"), and Lexia Learning Systems LLC ("Lexia" or "Licensor") and governs Licensee's use of the Lexia products, materials, and/or services. The license granted hereunder is conditioned upon Licensee's acceptance of the terms set forth herein. Licensee and Lexia are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

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Notwithstanding anything to the contrary, the following additional terms shall apply to any purchase, license and/or use of the Lexia Reading Assessment for Prescriptive Instructional Data Application ("Lexia RAPID Assessment"). The Lexia RAPID Assessment Application is owned by Lexia and/or its third party licensors, inclusive of copyrighted software and materials proprietary to Florida State University Research Foundation, Inc. By accepting this License and/or using the RAPID Assessment Application, Licensee acknowledges that the Florida State University Research Foundation, Inc., is a third party beneficiary to the terms and conditions herein with respect to the RAPID Assessment Application and Licensee's use thereof. Any and all rights in the Lexia RAPID Assessment Application not expressly granted by this License are hereby reserved by Licensor and/or its third party licensors.

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reason, but this sentence shall not imply or create any continued right to use Lexia Application after termination of this License.

12. CONFIDENTIALITY & DATA PRIVACY.

A. Any personally identifiable information about a student protected under C.R.S. 22-16-101 and the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) and disclosed to Lexia by Licensee or by an Authorized User ("FERPA Protected Data") shall be used solely for the purposes of the disclosure to fulfill obligations under this License Agreement and shall not be disclosed to any other party (except to Lexia's employees and authorized agents and providers who (a) require access to such information to enable Lexia to provision the Lexia Application to its Licensees, and (b) are under contractual obligations of confidentiality to Lexia) without the prior written consent of the student's parent (or of the student if he/she is age 18 or older). If a parent, legal guardian or student contacts Lexia with a request to review FERPA Protected Data or correct erroneous information, or if an agency, court, law enforcement or other entity requests access to FERPA Protected Data, Lexia will (unless prohibited by writ or compulsory legal process) promptly notify Licensee and use reasonable and good faith efforts to assist Licensee in fulfilling such requests, as directed by the Licensee. Upon Licensee's written request following termination of this License Agreement and all access to the Lexia Application, Lexia will take steps to destroy the FERPA Protected Data in its possession within sixty (60) days from the date such written request was received by Lexia; otherwise, Lexia will destroy such FERPA Protected Data within a commercially reasonable period of time. Lexia may, at its sole election, provide Licensee with the FERPA Protected Data in its possession.

B. Notwithstanding the foregoing, Lexia reserves the right to collect and retain data generated through the use by Licensee and Authorized Users of the Lexia Application, from which all personally identifiable information and attributes about such data has been removed ("De-identified Data"). De-identified Data as defined herein shall not be deemed subject to legal restrictions, and Lexia may use and disclose De-identified Data for any lawful purposes, including, without limitation, benchmarking, development of best practices, improvement or development of products and services, and/or research and statistical purposes, without reimbursement or notification to, or consent or authorization from, Licensee or Authorized Users. All De-identified Data collected by Lexia in connection with Licensee or Authorized User's use of the Lexia Application shall be owned by Lexia. Lexia shall not use or publish such De-identified Data in any way that identifies Licensee or Authorized User as the source of that data without the prior written consent of Licensee or Authorized User.

13. ORDER PROCESS, FEES AND PAYMENTS.

A. To confirm an order and authorize the start of performance, the District will issue and send to Lexia a PO. POs submitted by the District in response to Lexia order quotes will be processed under the terms of the Poudre School District R-1/Lexia Learning Software Services Agreement and the applicable quote only; any additional or inconsistent terms contained in any individual PO shall be void and of no effect. The quote will also include a unique serial reference number for the order, which serial number reference will be included on the applicable PO to confirm the order quote. All POs are subject to the Lexia's review and acceptance. All Services are performed and delivered upon provisioning of license availability. Upon acceptance of each PO, Lexia will issue an invoice for the total price for subscription licenses and/or any services under the PO, and Lexia will grant the applicable School(s) or District entity access, subject to payment obligations and the terms of the Agreement, to use the subscription licenses and receive

services as identified and for the duration of the subscription set forth in the accepted order quote.

B. Licensee agrees to pay Licensor the fees for the Lexia Application as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Licensor shall invoice Licensee for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within forty-five (45) days of date of invoice. Payments due hereunder shall be made by Licensee without any deduction, setoff or bank charges to Licensor at the banking institution in the United States designated by Licensor in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form. All payments made by Licensee are non-refundable. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Licensee shall pay Licensor's costs of collection, including Licensor's reasonable attorneys' fees and court costs. The amounts due to Licensor as set forth in the applicable Order Form do not include, and Licensee shall be solely responsible for payment of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on use of the Lexia Application. If Licensor is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Licensee.

14. GOVERNING LAW AND FORUM.

A. Governing Law. Per Poudre School District R-1/Lexia Learning Software Services Agreement.

B. Intentionally Omitted.

C. Exclusion. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Injunctive Relief. Intentionally Omitted.

15. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT.

A. Entire Agreement. Intentionally Omitted.

B. Language. In the event of a dispute between the English and any translated version, the English version of this License shall prevail. It is the express wish of the parties that this agreement, as well as all correspondence and documents relating to this agreement, be written in English. The following is a French translation of the preceding sentence: *Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

C. Assignment. Intentionally Omitted.

16. SEVERABILITY.

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to

applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

17. EXPORT.

Licensee acknowledges that the Lexia Application is subject to U.S. export jurisdiction. Licensee agrees to comply with all applicable international and national laws that apply to the Lexia Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

18. FORCE MAJEURE.

No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, or any other cause beyond the reasonable control of the affected Party.

19. WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

20. THIRD PARTY RIGHTS.

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this License or any provision hereof.

21. NOTICES.

All notices, requests, or other communications hereunder shall be in writing, addressed to the parties at the addresses set forth in the Order Form and in the case of notice to Licensor relating to Sections 11, 12, 14, or 15C shall be addressed to the attention of the Legal Department. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

Exhibit B

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01747 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote Number: Q-00189348.2
 Created Date: 6/1/2017

Prepared By: Evelyn de Chouvy
 Email: edechouvy@lexialearning.com

Quote To Name: Kristy Kemp
 Quote To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2197
 US

Bill To Name: Tracy Stibitz
 Bill To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2197
 US

Start Date	End Date	Quantity	Item Description	Sales Price	Discount	Total Price
8/1/2017	8/31/2018	42	Lexia Reading Core5 Unlimited School Subscription - PSD Global Academy - 12 Months	\$32.50	0.00%	\$2,112.50
9/1/2017	8/31/2018	1	Lexia Reading Core5 Student Subscription Renewal with One Time Loyalty Discount - Eyestone Elementary - 12 Months	\$5,950.00	-30.00%	\$5,950.00
9/1/2017	8/31/2018	1	Lexia Reading Core5 Unlimited School Subscription Renewal - Olander Elementary - 12 Months	\$8,500.00	0.00%	\$8,500.00
9/1/2017	8/31/2018	138	Lexia Reading Core5 Student Subscription Renewal - Bauder Elementary - 12 Months	\$30.00	0.00%	\$4,140.00
9/1/2017	8/31/2018	38	Lexia Reading Core5 Student Subscription Renewal - Red Feather Elementary - 12 Months	\$30.00	0.00%	\$1,140.00
10/1/2017	8/31/2018	12	Lexia Reading Core5 Student Subscription Renewal - Trout Cove Center - 11 Months	\$27.50	0.00%	\$330.00
2/1/2018	8/31/2018	20	Lexia Reading Core5 Student Subscription Renewal - Cache La Poudre Elementary - 7 Months	\$17.50	0.00%	\$350.00
2/1/2018	8/31/2018	25	Lexia Reading Core5 Student Subscription Renewal - Dunn IB World School - 7 Months	\$17.50	0.00%	\$437.50
2/1/2018	8/31/2018	49	Lexia Reading Core5 Student Subscription Renewal - Hazel Bilingual Elementary - 7 Months	\$17.50	0.00%	\$857.50
2/1/2018	8/31/2018	70	Lexia Reading Core5 Student Subscription Renewal - Laurel School - 7 Months	\$17.50	0.00%	\$1225.00
		1	Lexia Reading Core5 Training with One Time Loyalty Discount - Fall Day - Eyestone Elementary	\$1,750.00	-30.00%	\$1,750.00
		1	Lexia Reading Core5 Training with One Time Loyalty Discount - Wolfram - Eyestone Elementary	\$350.00	-30.00%	\$350.00

Total Pre-Discount: \$30,592.48
 Total Discount: -11.28%
 Total Price: \$27,142.48

QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Please fax or email Purchase Orders with quote number Q-00189348.2 to:

Attn: Evelyn de Chauny
Email: odechauny@lexialearning.com
Fax: (978) 287-0062

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or taxes imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

Term

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

Note: Each Purchase Order must include the correct quote Quote Order Number provided on the applicable quote, and should attach the quote.

Acceptance

All Products and Services are offered subject to the Lexia LEXIA Application License Agreement terms, available at <http://lexialearning.com/privacy/lexia> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote Number: Q-0000XXXXX
 Created Date: XX/XX/2017

Prepared By: Evelyn de Chauny
 Email: edechauny@lexialearning.com

Quote To Name: Kristy Kenip
 Quote To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US

Bill To Name: Tracy Silbits
 Bill To: Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 US

Start Date	End Date	Quantity	Line Item Description	Unit Price	Total Price
Total Price					\$0.00

Please fax or email Purchase Orders with quote number Q-00005317.4 to:

Attn: Evelyn de Chauny
 Email: pkoso@lexialearning.com
 Fax: (978) 287-0062

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or fees imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

Terms

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Acceptance

All Products and Services are offered subject to the Lexia EMEA Application License Agreement terms, available at <http://lexialearning.com/pdrcp/lexia> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Exhibit C

Lexia will update information in Exhibit C as necessary, and may provide such updated Exhibit C by sending to the District, or may also provide the update by providing the District to a link to a page where the Exhibit C information is posted and maintained on the Contractor's publicly accessible website.

- What student personally identifiable data is collected through the use of the system?

The Lexia products gather various information, some of which includes personally identifiable information, based on the nature of the product interaction. See Table 1 below. Some personal information is provided in required fields that are necessary to enable product provisioning and functionality. The Lexia products include additional functionalities that enable the school designated administrator, at his/her option, to select and input additional specified information fields, in order to enable the school to review academic progress across selected student demographics. The school administrator determines whether these additional optional fields are selected and used or left hidden and unused.

Table 1

Information Collected for Operation	Required/Automatic or Optional*	General Purpose of Collection
Student First and Last Name	Required	Required to support product functionality
Student Username	Required	Required to support product functionality
Student Password	Required	Required to support product functionality
Grade	Required	Required to support product functionality
School ID	Required	Required to support product functionality
Instructional Language	Required	Required to support product functionality
Student Middle Initial, Suffix	Optional*	*If selected by School Administrator
Student DOB	Optional*	*If selected by School Administrator
Student Gender	Optional*	*If selected by School Administrator
Student Race Demographics	Optional*	*If selected by School Administrator
Student Program Eligibility	Optional*	*If selected by School Administrator
Free/Reduced Lunch Eligibility	Optional*	*If selected by School Administrator
Economic Disadvantage	Optional*	*If selected by School Administrator

ELL (English Language Learner)	Optional*	*If selected by School Administrator
Title 1 Funds Eligibility	Optional*	*If selected by School Administrator
IDEA Eligibility	Optional*	*If selected by School Administrator
Teacher First and Last Name	Optional*	*If selected by School Administrator
Teacher Email	Required	Required to support product functionality
Teacher Password	Required	Required to support product functionality
School Leader/Admin First and Last Name	Required	Required to support product functionality
School Leader/Admin Role	Required	Required to support product functionality
School Leader/Admin Email Address	Required	Required to support product functionality
School Leader /Admin Password	Required	Required to support product functionality
School Leader /Admin Phone Number	Optional	Required to support product functionality
School Name	Required	Required to support product functionality
School Address	Required	Required to support product functionality
IP Address	Automatic	Required to support product functionality
Date/Time of Request	Automatic	Required to support product functionality
Browser User Agent	Automatic	Required to support product functionality
Browser Session Identifier	Automatic	Required to support product functionality
Http Endpoint and Query Parameters	Automatic	Required to support product functionality
Lexia Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

- **What is the student personally identifiable data use for after it is collected?**
 - Student PII data is used solely to deliver and support fulfillment of our products and services to our School and District customers.
 - Student personally identifiable data is never rented, sold or used for any targeted marketing or similar commercial purposes.
 - Personal information of teachers and administrators may be used for purposes of communicating to those teachers and administrators information relating to Lexia's business and services (e.g., email reminders, contest and other classroom promotions to support usage and engagement, downtime or new product or feature notifications, technical and other support services)
 - Within 45 days following expiration or termination, and as directed in writing by the school administrator, we start the process of removing and destroying student personally identifiable data in our possession. The designated school administrator will receive a series of notifications from us following expiration, indicating that student information has been scheduled for removal.
- **What third party vendors do they contract with, that may have access to student personally identifiable data, and what is the purpose of these third party vendors?**

We restrict access to student personally identifiable data information to those of our employees, contractors and subprocessors that have a need to know the information in order to support our ability to provision our products and services to our school and district customers, and with whom we have obtained contractual obligations of confidentiality, use limitations and security.

Lexia products and services utilize the following 3rd party service provider solutions:

Service	Purpose/Function for Lexia Product
SalesForce.com	Customer Relationship Management (CRM) solution - supports organization and management of account activity, billing and invoice documentation, technical and product support and other related communications with School and District customers
Amazon Web Services	Cloud Database and Hosting Services solution
Google enterprise solutions	Supports administrative and functional communications, web and application page traffic, volume, load balancing, network optimization and reporting.
Box.com	Secure file transfer solution

The information will be updated as necessary to maintain accuracy.