

**SECOND AMENDMENT TO SOFTWARE AGREEMENT
BETWEEN BUSPLANNER INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the 12th day of August 2024, is attached to and forms part of the Software Agreement between and Poudre School District R-1 (the “District”) and Busplanner Inc. (the “Contractor”) executed October 18, 2024, and the First Amendment to the Agreement executed July 1, 2023, (“Agreement”), both 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 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 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 June 30, 2024, as outlined in section 4 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024, through June 30, 2025
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Invoice 8942, hereby attached to this Second Amendment and 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

BUSPLANNER INC.

POUDRE SCHOOL DISTRICT R-1

By: *Umar Mir*
Umar Mir (Aug 26, 2024 15:45 EDT)

Umar Mir
Co-CEO

By: *R David Montoya*
R David Montoya (Aug 13, 2024 10:37 MDT)

R. David Montoya
Chief Finance Officer

Exhibit B



BusPlanner

BusPlanner Inc.

Waterloo, Ontario, Canada N2V 2E4
866.251.3721
finance@busplanner.com
245 Bathurst Drive

www.busplanner.com

Invoice

Date	Invoice #
2024-07-09	8942

BILL TO: Poudre School District R-1
Financial Services
2407 LaPorte Ave
Fort Collins CO 80521
U.S.A.

SHIP TO: Poudre School District R-1
Transportation Svcs
2413 LaPorte Ave
Fort Collins CO 80521
U.S.A.

ATTENTION: Accounts Payable
PHONE: 970-490-3155

ATTENTION: Transportation
PHONE: 970-490-3155

Customer PO #
P380455

Terms	Due Date
Net 30	2024-08-08

Item Code	Description	Quantity	Price Each	Amount
BP Subscr - Client-Hosted...	<p>BusPlanner Subscription - Client-Hosted (USA) for Products and Services</p> <p>Term of Agreement: July 1, 2024 - June 30, 2025</p> <p>BusPlanner Student Transportation Routing and Management Software, including:</p> <ul style="list-style-type: none">BusPlanner Pro - 6 licensesBP Server - 6 CALsBP TasksBP Web with AlertsBP Maps - 1 licenseBP Districts (50 schools)BP GPS (150 vehicles)BP InfoBP Workflow <p>Priced per First Amendment to Software Agreement signed by D. Montoya and D. Fisher, October 2023. RE: Quote 2611</p> <p>BusPlanner Inc. is Vendor I.D. P059742</p> <p>Poudre School District R-1 is tax exempt: 09803335</p>	1	20,491.78	20,491.78

On March 1, 2023, Georef Systems Ltd. changed its name to BusPlanner Inc.
Thank you for ensuring that your records are updated accordingly.

Subtotal: \$20,491.78

HST/GST: \$0.00

Total: \$20,491.78

GST/HST No. 101988251

US dollars

**FIRST AMENDMENT TO SOFTWARE AGREEMENT
BETWEEN GEOREF SYSTEM, LTD. AND POUDRE SCHOOL DISTRICT R-1
EiEOP., F 'S.ltSTEmS.**

This First Amendment ("Amendment") effective on the 18th day of October 2023 is attached to and forms part of the Software Agreement between Poudre School District R-1 (the "District") and Georef System, LTD (the "Contractor") executed April 25, 2022 ("Agreement"), hereby 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 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 Agreement by adding the following language:

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 July 1 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on the effective date through June 30, 2024.
3. **Entity Name Change.**
 - 3.1. Effective October 18, 2023, Georef System LTD was legally changed their name to BusPlanner Inc., as identified in the attached Exhibit D, a copy of which is attached and hereby made part of this Agreement.
 - 3.2. Effective as of March 1, 2023, BusPlanner Inc. shall be further responsible for all terms and conditions as the Contractor of this Agreement and subsequent Amendments, including this First Amendment.
4. **Amended Responsibilities.**
 - 4.1. Exhibit Bis deleted hereby in its entirety.
 - 4.2. Replace Exhibit B with Contractor's Quote 2611, hereby attached to this Fifth Amendment and made part of the Agreement.
 - 4.3. The total cost for Services, as set forth on the attached Exhibits Bis Twenty Thousand, Eighty-Nine Dollars and Ninety-Eight Cents (\$20,089.98), due and payable by the District thirty (30) days upon receipt of Contractor's invoice.
 - 4.4. 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

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

5. **Special Provisions.**

5.1. **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.

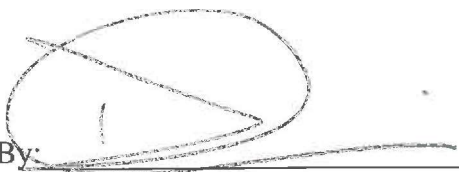
6. **General Provisions.**

6.1. **Entire Agreement.** The original Agreement and this First 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.

6.2. **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.

BUSPLANNER INC.

By: 

Donald Linders
Chief Executive Officer

POUDRE SCHOOL DISTRICT R-1

By: R. David Montoya
R. David Montoya (Oct 24, 2023 15:39 MDT)

R. David Montoya
Chief Finance Officer

By: Jes{tee fishet
Desiree Fisher (Oct 24, 2023 15:42 MDT)

Desiree Fisher
Director of Transportation

Exhibit B

Quote: 2611

BusPlanner Contract Renewal Quote 2023-2024

To: Poudre School District

Attn: Rebecca Hall

2407 LaPorte Avenue

Fort Collins, CO 80521-2297



By: BusPlanner Inc.
245 Bathurst Drive
Waterloo, Ontario N2V 2E4

Tel: (519) 747-7623
Toll Free: (866) 251-3721

busplanner.com

June 15, 2023

Valid for 60 days

SusPlanner

OVERVIEW

The existing BusPlanner software modules that are currently in place do not need to be re-purchased for a contract extension. The following products are included in the BusPlanner Annual Fees Schedule:

- BusPlanner Pro (6 Licenses),
- BusPlanner Server (6 Client Access Licenses),
- BusPlanner Tasks,
- BusPlanner Web (1 License),
- BusPlanner Maps (includes BusPlanner Districts),
- BusPlanner GPS (includes BusPlanner Info),
- BusPlanner Workflow.

SOFTWARE ANNUAL FEES FOR 2023-2024 SCHOOL YEAR

With the inclusion of all software modules, the following chart outlines the total annual fees for the contract period of July 1, 2023 to June 30, 2024.

BusPlanner Annual Fees – July 2022	
2023-2024 annual fees for all products purchased	\$20,089.98
2023-2024 Annual Fees: (before applicable taxes)	\$20,089.98

Notes

- Valid for one-year: July 1, 2023 to June 30, 2024.
- Annual licensing fees will incorporate a 2% annual increase each new school year.
- Additional modules, and/or other software licenses, can be purchased at any time.
- All pricing is in \$US currency and excludes any applicable taxes.

ACCEPTED: _____ Date: _____

Print Name: _____ Title: _____

Exhibit D



Georef Systems Ltd. is now **BusPlanner Inc.**

Today, as we celebrate 40 years in business, we have changed our name to better reflect our mission. Empowering "busplanners" is what we do - and now it's who we are.

While our name has changed, our mission remains the same: to offer the most efficient and innovative routing software on the market, followed up with customer service that leaves you with no doubt that you chose the right solution.

Our **Brand** = Our **Purpose**

Our BusPlanner products and services are designed for you -the people on the front lines of student transportation. Whether you're transporting kids to school, optimizing your bus routes, or communicating with stakeholders, our purpose is to make your work simpler, more efficient, and more effective.

The BusPlanner Suite is used by routing professionals across North America to transport over 4 million students. As part of our continued growth, we're updating our name to accurately reflect our brand and match our signature product suite.

For our American clients, we now have **BusPlanner USA Inc.**, a US-based company that can serve your business needs more directly. Transitioning your district's account to BusPlanner USA Inc. will be quick and seamless when you're ready to make the change.

Getting In Touch

We are updating our email addresses to match our new corporate identity:

- 1) Our BusPlanner Helpdesk can now be reached at support@busplanner.com. Our old support@georef.com email address will continue to work, but we'll be responding - and sending official communications -from our BusPlanner address moving forward.
- 2) Our Finance office can now be reached at finance@busplanner.com.
- 3) Our new BusPlanner staff email addresses will be formatted differently. Instead of first initial+ last name (e.g. j.smith@georef.com), you'll start to see first name [dot] last name (e.g. jane.smith@busplanner.com). Don't worry-we will still receive emails at our previous addresses.

Our phone numbers remain the same:

Office | 866-251-3721
Help Desk | 866-306-4183

Thank you for partnering with us. We look forward to continuing to serve you as BusPlanner Inc.

The BusPlanner Team
March 1, 2023

**SOFTWARE SERVICES AGREEMENT
BETWEEN GEOREF SYSTEM, LTD.
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement ("Agreement") is entered into this 25th day of April 2022, by and between Poudre School District R-1 ("District") and Geoef Systems, Ltd. ("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 July 1, 2022 and continue through and including June 30, 2023, 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.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its transportation routing software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2. Total cost for Services, as set forth on the attached Exhibit Bis Eighteen Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Five Cents (\$18,666.65), due and payable by the District thirty (30) days after receipt of Contractor's invoice after July 1, 2022.

2.3. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.4. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or Services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section 2.4 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.5. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP

Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

The District understands and agrees that its students' access to and use of the Contractor's web-based system 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 CIS Critical 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 to -112. 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.

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 Contract, 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 Agreement disclose confidential student records and information to subcontractors as identified in Exhibit C ("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 Agreement; 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 their 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 to - 206 ("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.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. 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 in the 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 (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. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements 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.

9. **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@psdschools.org

Georef Systems, Ltd.
Attn: Dale McQuiggin
245 Bathurst Drive
Waterloo, Ontario N2V 2E4
Email: dale.mcquiggin@georef.com

10. **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. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor 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. 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 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 Certificate to: COI@psdschools.org

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, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

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 Contractor 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. Contractor 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 Contractor'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.

11. **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, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

12. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

13. **General Provisions.**

13.1. **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.

13.2. **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.

13.3. **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 through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement

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

13.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

13.7. **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.

13.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

13.10. **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.

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

13.12. **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.

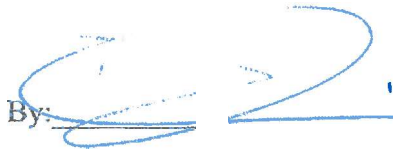
13.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

13.14. **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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

GEOREF SYSTEMS, LTD.

By: 

Donald Linders
Chief Executive Officer

POUDRE SCHOOL DISTRICT R-1

By: *R. David Montoya*

R. David Montoya
Executive Director of Finance

By: *Jake Sell*
[Jake Bell \(May 2 2022 16:27 MDT\)](#)

Jake Bell
Director of Transportation

Exhibit A

BusPlanner Contract Compliance for Poudre School District

Provide a full price quote broken out for the full length of the requested time of use:

- BusPlanner Workflow is an on-line electronic forms management module within BusPlanner Web - a student transportation website created by Georef for Poudre School District. The purchase price of BusPlanner Workflow is \$6,350 US, with an annual product support cost of \$1,270 US. The length of usage of BusPlanner Workflow is open-ended, based on paying the annual support cost, and can be cancelled at any-time based on providing 60 days' written notice to Georef in advance.
- At present, all other BusPlanner software modules and pricing has been negotiated and invoiced through the existing contract that the District has with Synovia Solutions.

Provide a detailed specific description of the product and scope of work to be completed:

- BusPlanner currently provides transportation routing software for the District. The software modules that the District is using includes:
 - **BusPlanner Pro** - this is the core routing software product in which to the day to day student transportation route planning is accomplished. Advanced analytical reporting and numerous optimization tools are included within the module. The District currently holds 5 Client Access Licenses of BusPlanner Pro.
 - **BusPlanner Server**- is a multi-threaded spatial database server application that provides client server access to corporate databases, both spatial and relational, within a networked LAN or WAN environment.
 - **BusPlanner Tasks** - is an automated task scheduler that is an interface between BusPlanner and your Windows Task Scheduler. This processes your nightly student updates from your Student Information System into BusPlanner and provides nightly database backups and Web refreshes.
 - **BusPlanner Maps** - provides advanced street network editing and map maintenance tools to ensure the accuracy of the Districts road network.
 - **BusPlanner Districts** - provides advanced boundary editing and population analysis tools. This module includes student boundary optimization, student demographic analysis and school capacity analysis.
 - **BusPlanner GPS** - provides tracking and analysis solutions in conjunction with Synovia Solutions GPS hardware and allows for:
 - Real time vehicle tracking,
 - Historical tracking,
 - Planned vs. Actual analysis,
 - On time arrival analysis,
 - Stop time comparisons
 - **BusPlanner Info** (API)- is a transportation information facility designed to provide your BusPlanner data to external applications. BusPlanner Info is required for complete integration with Synovia's "Silverlining" GPS product.
 - **BusPlanner Web**- is a web-based information server that allows the District to provide transportation and school boundary related information to the public. The Secure Information Portal offers up-to-date transportation information to parents, schools, board administrators and drivers.

- o **BusPlanner Web - Notifications Module** is a module within BusPlanner Web that allows for the transportation team to communicate cancelled and delayed routes, school closures and general notices to the public via email.
- o **BusPlanner Workflow- Automated Online Forms Management** is a module within BusPlanner Web that allows for parents, staff, school administrators, drivers, etc. to use online forms to communicate requests and report issues to transportation so they can be appropriately and efficiently dealt with and recorded.

What Student Data is collected through the use of the system:

Provided in the BusPlanner Student Update document.

What is the purpose for collecting Student Data:

The purpose of collecting Student Data is:

- We collect and use student data purely for the implementation of your transportation database.
- We may keep this data on our servers, upon request, for support purposes in order to more easily help users use BusPlanner more effectively.

Security measures to protect student data include:

- Confidentiality is of utmost importance. Only employees who need access to data have access.
- Our production support server(s) are protected and are not available for remote access outside of our network.
- Databases are not allowed to be transferred from production servers unless specific permission is given by our client to do for a specific purpose.
- Every employee at Georef has undergone a police check.
- If any information is printed, the printouts are shredded.

What third-parties does the vendor partner with, who may receive Student Data In any format:

- At present, the only vendor partner who receives Student Data is Synovia Solutions who currently offers GPS tracking of the school buses for the District. This data is accessed via API which is security protected with user/password credentials.

What is the purpose of these third-party partners:

- The purpose of the third-party partnership with Synovia GPS is that their portal offers additional GPS based insight to your staff.
- There are no other third-party providers involved with the software modules that the District currently utilizes.
- Georef would notify the District in advance if any future software products or services purchased would involve a third-party provider and would provide full disclosure of the vendor partner

Name and email for contract notices:

- Dale McQuiggin, Business Development Manager, dale.mcquiggin@georef.com

Name and title of the person signing the contract:

- " Donald Linders, CEO, donald.linders@georef.com

Exhibit B

Quote: 2287

BusPlanner Contract Renewal Quote 2022-2023

To: Poudre School District

Attn: Rebecca Hall
2407 LaPorte Avenue
Fort Collins, CO 80521-2297



By: Georef Systems Ltd

245 Bathurst Drive
Waterloo, Ontario N2V 2E4

Tel: (519) 747-7623

Toll Free: (866) 251-3721

<http://www.busplanner.com>

April 4, 2022

Valid for 120 days

6usPlanner

geo



OVERVIEW

The existing BusPlanner software modules that are currently in place do not need to be re-purchased for a contract extension. The following products are included in the BusPlanner Annual Fees Schedule:

- BusPlanner Pro (5 Licenses),
- BusPlanner Server (5 Client Access Licenses),
- BusPlanner Tasks,
- BusPlanner Web (1 License),
- BusPlanner Maps (includes BusPlanner Districts),
- BusPlanner GPS (includes BusPlanner Info),
- BusPlanner Workflow.

SOFTWARE ANNUAL FEES FOR 2022-2023 SCHOOL YEAR

With the inclusion of all software modules, the following chart outlines the total annual fees for the contract period of July 1, 2022 to June 30, 2023.

2022-2023 annual fees for all products purchased:		\$18,666.65
Total Annual Fees (including applicable taxes)		\$18,666.65

Notes

- Valid for one-year: July 1, 2022 to June 30, 2023,
- Annual licensing fees will incorporate a 2% annual increase each new school year.
- Additional modules, and/or other software licenses, can be purchased at any time.
- All pricing is in \$US currency and excludes any applicable taxes.

ACCEPTED: _____ Date: _____

Print Name: _____ Title: _____

Exhibit C

Student Data Field Use in BusPlanner

The following are data fields that are available to be used in BusPlanner. Although BusPlanner does require certain fields for basic use, many more fields are available and are populated at the user's request in order to provide greater clarity to the database - making decision making easier and more reliable. It is our client's experience that having some duplication of student data in the transportation system saves time and effort in dealing with customer (public) requests and provides greater efficiency in reporting and decision making.

Status:

R = Required

O = Optional Import

C :: Calculated in BusPlanner

B :: field commonly set within BusPlanner, but can be imported from external source

Field	Status	Reason for using data field
STUDENT INFO FIELDS		
SIFGUID	O	Required only for SIF-enabled environments as unique Identifier
StudentID	R	Serves as a unique identifier for each student
AltEmailID	O	Additional unique identifier
PIN	C	11-digit security code, Rarely used now
FirstName	R	Identification & reporting purposes
LastName	R	Identification & reporting purposes
BirthDate	O	Used for additional information, calculation of age
TravelCode	B	Low student travels, calculated if not imported
Gender	O	Information & context purposes
SpecialEd	O,C	Indicates that student requires special need transport, calculated if not imported.
MetAtBus	B	Indicates if student must be met at the bus by parent for additional safety at drop off.
LoadTime	B	Indicates if student requires additional load/unload time for timing calculations.
SeatType	O	Indicates if student requires specialized seat type like wheelchair. Assumed REG if not imported.
ScheduleType	O	Determines student's weekly schedule (full time, MWF, etc..)
Day	O	Determines daily schedule (full day, am only, pm only)
EffectiveDate	O	Date that student record becomes effective.
RetireDate	O	Date that student record becomes invalid or retires.
Phone	O	Student phone number, information purposes
Confidential	O,C	Indicates that student info is confidential (witness protection, custody, safety, etc.
BusPatroller	B	Indicates that student is a bus patroller
Alert	O,C	Important Alert string specific to student {eg. No contact with father, child runs away, etc.
Instruction	O,C	Specific instruction regarding transportation of student
SpecialNeeds	O	Details of special needs
MedicalNum	O	Medical identification number e.g. Medicaid
MedicalDetail	O	Medical details

TransportationType	B	Identifies Transportation Type: Home Stop, Group Stop
Comment1, Comment2, Comment3, Comment4, Comment5	B	Comments relating to student, interaction with parents, etc.
Group1, Group2, Group3, Group4, Group5	B	Group identifiers in which student is a part (up to 5), etc.
Equipment1, Equipment2, Equipment3, Equipment4, Equipment5	O,C	Items of equipment required for transportation of student.
SCHOOL ENROLLMENT FIELDS		<p>* At least ONE school enrollment is required.</p> <p>** BusPlanner can store multiple school enrollment records for each student</p> <p>*** BusPlanner stores enrollment information that determines which school(s) a student attends so that appropriate transportation can be arranged if applicable.</p>
SchoolSIFGUID	0	Used for SIF environments only. Unique School Identifier.
SchoolID	R	School Identifier that defines which school student is enrolled. Used to determine transportation destination.
Grade	R	Grade code for which the student is enrolled. Used for calculation of policies.
Program	0	Specialized program code for program student is in.
SchoolEffectiveDate	0	Effective date for student enrollment record
SchoolRetireDate	0	Retire date for student enrollment record
SchoolYear	0	School year identifier for student enrollment
SchoolHomeRoom	0	Home room identifier for student enrollment
SchoolTravelMode	B	Mode in which student travels to school
ADDRESS FIELDS		<p>* At least ONE address is required.</p> <p>** BusPlanner can store multiple address records for each student. (eg. home, am trans, pm trans, daycare)</p> <p>*** BusPlanner stores address information in order to determine where a student lives, where a student is picked up by a bus, or dropped by a bus.</p>
HomeAddrSchoolID	0	<p>The student's home school:</p> <ul style="list-style-type: none"> The school the student should attend based on school boundaries May be different from actual school of attendance <p>Used for clarification and analysis purposes</p>
HomeAddressSIFGUID	0	Unique GUID identifier for home address
HomeAddressStreetNum	R	Street number
HomeAddressStreetName	R	Street name - Address Equivalencies will be applied
HomeAddressMunicipality	R	Municipality - Address Equivalencies will be applied
HomeAddressPostalCode	R	Postal/ZIP code
HomeAddressApt	0	Apartment or unit
HomeAddressProvince	R	Province or State
HomeAddressMailingAddress1	0	<p>Free-form address text:</p> <ul style="list-style-type: none"> (E.g. street number, street name) For reference use only
HomeAddressMailingAddress2	0	<p>Free-form address text:</p> <ul style="list-style-type: none"> (E.g. city, province, postal/zip code) For reference use only

HomeAddresslocationID	0	Positions student at existing BusPlanner LocationID: • Used in geocoding after transportation address is tried and has failed
HomeAddressEffectiveDate	0	Effective date of home address
HomeAddressRetireDate	0	Retire date of home address
STUDENT CONTACT INFO		<p>* At least ONE contact is required.</p> <p>** BusPlanner can store multiple contact records for each student. (eg. mother, father, emergency, etc.)</p> <p>• BusPlanner uses contact information to identify individuals that have specific relationships to a student and may need to interact or be contacted by transportation reQarding this student.</p>
Contact_ContactType	R	Matches to an existing BusPlanner Contact Type (e.g. <i>Mother, Father</i>)
Contact_Priority	O,C	Determines order of contacts (0, 1 2, etc.)
Contact_FirstName	R	Contact 1's first name
Contact_LastName	R	Contact 1's last name
Contact_HomePhone	R	Contact 1's home phone number
Contact_WorkPhone	R	Contact 1's work phone number
Contact_Cel/Phone	R	Contact 1's cell phone number
Contact_PREFERREDPhoneType	R	Preferred phone number for Contact 1: Permitted values: <i>Home, Work, or Cel/Phone</i>
Contact_Fax	0	Contact 1's fax number
Contact_Email1	R	Contact 1's first e-mail address
Contact_Email2	0	Contact 1's second e-mail address
Contact_PlaceOfWork	0	Place of work for Contact 1
Contact_MailingAddress1	R	Free-form address text: • (E.g. street number, street name)
Contact_MailingAddress2	0	Free-form address text: • (E.o. citv, province, postal/zip code)
Contact_Notes	0	Additional information for Contact 1
Contact_MetAtBus	0	Sets whether contact meets student at bus (<i>True</i> or <i>False</i>)
Contact_AddressType	0	Matches to existing BusPlanner Address Type
ExtendedProoerty	0	Extended Prooerty Name (defines which field)
ExtendedProoertyValue	0	Value correspondina to above field

BusPlanner does provide an API (application programmer interface) that is capable of providing data to third party applications such as GPS tracking systems, automated calling interfaces, etc. This information is provided as requested. Data records are requested by third party systems for their processing and/or operations. The API can enable or disable certain operations in order to limit certain data from being provided to third party systems.

Specifically, in your case, Synovia Solutions - a GPS tracking vendor- is populated with student data - including protected fields - from the BusPlanner system at the request of the school district. This is necessary in order for Synovia's GPS Tracking Online Portal (Silver lining) to provide information to your staff relating to routes, runs, bus stops, and the students that use these. Their solution is heavily dependent on the transportation solution in BusPlanner and cannot provide the information/answers requested of it by district staff without the context of the student data it gets from BusPlanner.

