

**SOFTWARE SERVICES AGREEMENT WITH STUDENT DATA
BETWEEN 3P LEARNING INC. AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement with Student Data (“Agreement”) is entered into as of the July 30, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and 3P Learning Inc. (the “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 and Termination of Agreement.

- 1.1. This Agreement shall commence as of July 1, 2025, and shall continue through and including June 30, 2026, 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, with the commencement of a written and executed amendment to the Contract 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) an Agreement is in effect. In no event, shall the District’s obligations in an 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 provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

- 2.1. The Contractor shall make its online tools for creating interactive content for use in the District in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).
- 2.2. The total cost for all Services under this contract as set forth on the attached Exhibit A, shall not exceed the quotes Q-1019581 and Q-1019464, due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit A.
- 2.4. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1.

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 designee will adhere to applicable laws, regulations, and District policies.

2.6. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.

2.6.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

2.6.2. District issued purchase orders are required for purchases greater than \$5,000.00.

2.6.3. Services provided by Contractor without conforming to sections 2.1, 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.6.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.7. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in 2.1, 2.2, 2.3. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.

2.7.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.7.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.

2.7.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

2.7.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The service provider must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.

- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicensable 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.
- 2.9. 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 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.
- 2.10. 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.
- 2.11. The District understands and agrees that its students’ access to and use of the Services under this Agreement may require 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, 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 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 Agreement; and (d) at the conclusion of the term of the Agreement 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 subcontractors ("Subcontractors") as identified in Exhibit B 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 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.** 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 the attached Exhibit B: (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. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version

of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here:

<https://www.section508.gov/sell/vpat/>

8.2. If the Contractor is not compliant with what is stated and agreed upon in this section {X} and the provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.

8.2.1. Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.

8.2.2. Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.

8.3. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit B, hereby attached and made part of this Agreement.

9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

10. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the

Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

11. 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: Strategic Sourcing & Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

3P Learning Ltd
Attn: Vivian Jugo
PO BOX 392751
Pittsburgh, PA, 15251-9751
Email: Vivian.jugo@3plearning.com

12. Insurance.

Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A-VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Contractor shall furnish the District 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. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.

- 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 & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- 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.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- 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.
- 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.
- 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.

13. 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.

14. 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.

15. General Provisions.

- 15.1. **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.
- 15.2. **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.
- 15.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.
- 15.4. **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.
- 15.5. **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.
- 15.6. **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.
- 15.7. **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.
- 15.8. **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.
- 15.9. **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.
- 15.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be

null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

- 15.11. **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.
- 15.12. **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.
- 15.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 15.14. **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.
- 15.15. **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.
- 15.16. **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.

3P LEARNING LTD.

POUDRE SCHOOL DISTRICT R-1

By:  _____

Name: Greg Foster
Title: Director of Sales - America

By: R David Montoya
R David Montoya (Aug 14, 2025 11:02:01 MDT) _____

R. David Montoya
Chief Finance Officer

By: Traci Gile
Traci Gile (Aug 14, 2025 10:44:25 MDT) _____

Dr. Tracy Gile, PhD
Assistant Superintendent

Exhibit A



Sales & Support Enquiries
 Tel: +1.866.387.9139
 Fax: +1.866.387.3220
 Email: support.usa@3plearning.com

3P Learning Inc
 PO BOX 392751
 Pittsburgh, PA 15251-9751
 United States

Lopez Elementary School
 637 Wabash St
 Fort Collins, Colorado 80526-3216
 United States

EIN 80-0768793

C3 Id: 1527772
 Account Number: 1527772

QUOTATION

Prepared By: Vivian Jugo
 vivian.jugo@3plearning.com

Prepared For: Julie Beitscher
 9704885100
 jbeitscher@psdschools.org

Created Date: 5/2/2025
 Quote Number: Q-1019581

Quote Valid Until: 7/31/2025

Subscription Details

Product Name	Quantity	Subscription Start Date	Subscription End Date
Reading Eggs	40	8/1/2025	7/31/2026
Mathseeds	91	10/19/2025	7/31/2026

Pricing Details

Product Name	Quantity	Unit Price
Reading Eggs	40	USD 10.00
Mathseeds	91	USD 11.05
Total :		USD 1,405.55
Tax :		USD 0.00
Grand Total :		USD 1,405.55

Acceptance Quotation

By signing this quotation you are agreeing to the terms of use relating to all of the 3P Learning resources listed above. The terms of use can be found online at the following location: <http://www.3plearning.com/terms-conditions/> and includes our privacy policy.

By signing, you are also agreeing to the terms and conditions of purchase, which are appended to this quotation.

You can choose to sign this quotation using an e-signature or physical signature. The signed quotation will be taken as confirmation of a sales order and represents your formal agreement with 3P Learning. Please retain a copy for your records. A non-negotiable invoice will follow.

Signature:

Email invoice to:

Full Name:

Date:



Position:

Purchase Order Number (NA, if Not Applicable):

Purchase Terms and Conditions

1. 3P Learning will supply its products and services to the Customer under a licence to use them (the "Licence") in accordance with the purchase agreement, our [terms of use](#) and [privacy policy](#) (collectively, the "Agreement"). The Licence provided to the Customer allows an assigned number of students selected by the Customer the right to use the purchased product(s) at home or school.
2. Unless otherwise indicated, a quote expires 30 days from the issue date.
3. Unless otherwise indicated, the start date for the Licence shall be the date the Agreement is accepted.

Administering your subscription

4. Unless otherwise indicated, charges to the Customer by 3P Learning are based on the number of unique students the Customer has requested receive access to the product(s). The Customer can transfer the right to access the product from an existing student to a new student at no additional cost, but only once the previous student's use of the product has ended. Customer may request additional assigned students at any time. If more than the number of assigned students set out in the Agreement use the product(s), then 3P Learning has the right to invoice the Customer for the access provided to the additional students. Such amounts will be based on the number of additional students and the then current price per student pro-rata for the remaining month(s) of the Licence. Where the Agreement relates to an individual school subscription, access must be assigned to student users within the Customer's school.

Fee and payment terms

5. A minimum purchase quantity of the total student roll for at least one Customer class applies, and a minimum purchase quantity value (\$) may also apply. We may from time to time offer discounts and other promotions. Special pricing, offers, discounts and complimentary access may be offered to apply to the specified product, service and period of service specified in the Agreement, in addition to any other terms and conditions forming part of the relevant promotion or offer. Unless otherwise stated, complimentary subscriptions will be applied on the lowest price item(s). Pricing and terms of an offer are subject to change and may be withdrawn before acceptance of the offer.
6. If a Licence start date is specified, Customer may request to reduce the access quantity purchased by up to 10% within thirty (30) days of the start date (a 'downward revision'). The invoice will be revised with the downward revision and the standard product per unit price will apply, and any special rates, discounts or offers will not apply.
7. Subject to these terms and conditions, all fees are non-cancellable and non-refundable and are based on access quantity, or professional services purchased, and not on actual usage.
8. Unless otherwise indicated on the quote or invoice, the invoice will be payable within 30 days of invoice date. Invoices not paid in accordance with the payment terms will be subject to a 2% interest charge.
9. Fees quoted are net of service taxes and third party fees. Customer is responsible for all applicable service taxes and third party fees, which will be applied on the invoice.
10. Customer agrees that renewal subscription fee rates may change and may also increase by the Consumer Price Index (CPI) applicable in the jurisdiction where the invoice issued. We will notify the Customer when applying any increase. This CPI increase does not apply for Schools with a multi-year Licence.

Multi-year licence

11. Schools opting for a multi-year Licence (paid annually) agree to maintain the access quantity (i.e. number of students) ordered in year 1 across all years of the subscription period and will be invoiced annually in advance of the following twelve month period. The unit price set out in the Licence shall apply throughout the multi-year term, regardless of any changes to the recommended retail price during that period, provided always that any increase to applicable taxes or third party fees during the period shall be added to the invoice. Schools may request to reduce the access quantity purchased in accordance with clause 6, and the revised invoice will apply the standard product per unit price. If applicable to your Licence, "whole school" shall mean a subscription for all students within a school or, where relevant, all students within a school phase such as "primary" or "secondary" years.
12. Cancellation of a multi-year Licence (paid annually) prior to the Licence expiry date will require written notice to 3P Learning. In the event of an early termination, the Customer will be required to pay 25% of the remaining amounts due under the multi-year Agreement to process and administer the termination ("Early Termination Fee"). This means that if a Customer signs up for a three (3) year Licence and terminates after one (1) year, then 25% of the remaining 2 years of the subscription period will be due and payable to 3P Learning.

Suspension or termination of Licence

13. 3P Learning reserves the right to suspend or terminate the Customer's access to our products and services with notice if the Customer is in breach of this Agreement, including where payment of invoices are outstanding. We won't provide notice before termination where:
 1. the Customer or any of their users are material breach of this Agreement,
 2. doing so would compromise our ability to provide products and services to our other customers and end-users, or
 3. doing so is prohibited by law, or would compromise our ability to comply with law.

General

14. By signing a purchase agreement, you confirm as that you are an authorised signatory of the Customer and you are authorised to bind the Customer to the terms and conditions of this Agreement.
15. Signature (written or electronic) on a 3P Learning Agreement signifies acceptance of these terms on behalf of the subscribing school/institution as a whole and continuity of employment by the authorised signatory has no bearing on this Agreement.

Professional Services

16. If the Agreement includes the provision of Professional Services, the following clauses apply. 'Professional Services' means all learning & development, user training, education and implementation services detailed in the applicable quote, order form, purchase agreement or otherwise agreed to in writing, and may include, without limitation, on-site training, live online consultation and webinars.



17. The Professional Services shall be provided during regular working hours and on business days unless otherwise agreed in writing between 3P Learning and the Customer. Professional Services will be provided for the fees outlined in the order form or quote, which may include travel and out of pocket expenses, plus applicable taxes. Changes to the agreed scope of Professional Services may result in an increase in fees and additional charges. Rescheduling or late cancellation of Professional Services may also result in fees being payable by the Customer in accordance with the order form or quote.

18. The Customer and 3P Learning shall each provide a primary point of contact for the Professional Services and the Customer shall provide 3P Learning with such accurate and timely information as is reasonably required to scope and deliver the Professional Services. 3P Learning will comply with all reasonable directions of the Customer in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of this Agreement and not in breach of 3P Learning's policies, procedures or applicable law. Where such direction:

1. causes 3P Learning's costs to increase, the Customer must pay for any increase in 3P Learning's costs plus any expenses; or
2. causes 3P Learning not to be able to meet any timetable for delivery, then the timetable must be extended to the extent reasonable given the nature of the Professional Services.

19. Any work product or deliverable made, created or conceived by 3P Learning or its personnel as part of the Professional Services ("Service Materials") shall vest in 3P Learning unless explicitly agreed otherwise. Any Customer materials and intellectual property used by 3P Learning in the course of providing the Professional Services ("Customer Materials") shall remain the property of the Customer. The Customer grants 3P Learning a non-exclusive, non-transferable right to use the Customer Materials solely for the benefit of the Customer in the performance of the relevant Professional Services. Unless otherwise agreed, subject to the Customer's payment of amounts due in respect of the Professional Services and compliance with the terms of this Agreement, 3P Learning grants the Customer a non-exclusive, non-transferable, irrevocable and perpetual licence, without the right to sublicense, to use and copy the Service Materials, for the Customer's internal operational and teaching purposes only.

20. 3P Learning warrants that the Professional Services will be provided using reasonable care and skill in a manner consistent with industry standards and practices applicable to the relevant Professional Services. The Customer must notify 3P Learning of any alleged breach of this warranty within 10 days from the completion of the applicable Professional Services. 3P Learning's entire liability (and that of its personnel, including employees, agents and contractors) and the Customer's sole remedy for 3P Learning's breach of this warranty, will be for 3P Learning to, at its option (i) use reasonable efforts to correct that breach, or (ii) terminate the applicable order and refund the portion of any fees received that correspond to that breach. 3P Learning makes no other warranty or representation, and to the extent permitted by applicable law, disclaims all other warranties whether express or implied or statutory, including any implied warranties of merchantability or fitness for a particular purpose.

21. In this Agreement, "3P Learning" refers to the company in 3P Learning Group that issues the quote or purchase agreement. "3P Learning Group" means 3P Learning Limited (ABN 50 103 827 836) and its subsidiaries.

Version July 2023

[Contact us](#)



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 Email: support.usa@3plearning.com

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 United States

Zach Elementary School
 3715 Kechter Rd
 Fort Collins, Colorado 80528
 United States

EIN 80-0768793

C3 Id: 1527792
 Account Number: 1527792

QUOTATION

Prepared By: Vivian Jugo
 vivian.jugo@3plearning.com

Prepared For: Julie Beitscher
 9704885100
 jbeitscher@psdschools.org

Created Date: 5/2/2025
 Quote Number: Q-1019464

Quote Valid Until: 8/29/2025

Subscription Details

Product Name	Quantity	Subscription Start Date	Subscription End Date
Reading Eggs	100	8/15/2025	8/14/2026

Pricing Details

Product Name	Quantity	Unit Price
Reading Eggs	100	USD 11.00
Total :		USD 1,100.00
Tax :		USD 0.00
Grand Total :		USD 1,100.00

Acceptance Quotation

By signing this quotation you are agreeing to the terms of use relating to all of the 3P Learning resources listed above. The terms of use can be found online at the following location: <http://www.3plearning.com/terms-conditions/> and includes our privacy policy.

By signing, you are also agreeing to the terms and conditions of purchase, which are appended to this quotation.

You can choose to sign this quotation using an e-signature or physical signature. The signed quotation will be taken as confirmation of a sales order and represents your formal agreement with 3P Learning. Please retain a copy for your records. A non-negotiable invoice will follow.

Signature:

Email invoice to:

Full Name:

Date:

Position:

Purchase Order Number (NA, if Not Applicable):



Purchase Terms and Conditions

1. 3P Learning will supply its products and services to the Customer under a licence to use them (the "Licence") in accordance with the purchase agreement, our [terms of use](#) and [privacy policy](#) (collectively, the "Agreement"). The Licence provided to the Customer allows an assigned number of students selected by the Customer the right to use the purchased product(s) at home or school.
2. Unless otherwise indicated, a quote expires 30 days from the issue date.
3. Unless otherwise indicated, the start date for the Licence shall be the date the Agreement is accepted.

Administering your subscription

4. Unless otherwise indicated, charges to the Customer by 3P Learning are based on the number of unique students the Customer has requested receive access to the product(s). The Customer can transfer the right to access the product from an existing student to a new student at no additional cost, but only once the previous student's use of the product has ended. Customer may request additional assigned students at any time. If more than the number of assigned students set out in the Agreement use the product(s), then 3P Learning has the right to invoice the Customer for the access provided to the additional students. Such amounts will be based on the number of additional students and the then current price per student pro-rata for the remaining month(s) of the Licence. Where the Agreement relates to an individual school subscription, access must be assigned to student users within the Customer's school.

Fee and payment terms

5. A minimum purchase quantity of the total student roll for at least one Customer class applies, and a minimum purchase quantity value (\$) may also apply. We may from time to time offer discounts and other promotions. Special pricing, offers, discounts and complimentary access may be offered to apply to the specified product, service and period of service specified in the Agreement, in addition to any other terms and conditions forming part of the relevant promotion or offer. Unless otherwise stated, complimentary subscriptions will be applied on the lowest price item(s). Pricing and terms of an offer are subject to change and may be withdrawn before acceptance of the offer.
6. If a Licence start date is specified, Customer may request to reduce the access quantity purchased by up to 10% within thirty (30) days of the start date (a 'downward revision'). The invoice will be revised with the downward revision and the standard product per unit price will apply, and any special rates, discounts or offers will not apply.
7. Subject to these terms and conditions, all fees are non-cancellable and non-refundable and are based on access quantity, or professional services purchased, and not on actual usage.
8. Unless otherwise indicated on the quote or invoice, the invoice will be payable within 30 days of invoice date. Invoices not paid in accordance with the payment terms will be subject to a 2% interest charge.
9. Fees quoted are net of service taxes and third party fees. Customer is responsible for all applicable service taxes and third party fees, which will be applied on the invoice.
10. Customer agrees that renewal subscription fee rates may change and may also increase by the Consumer Price Index (CPI) applicable in the jurisdiction where the invoice issued. We will notify the Customer when applying any increase. This CPI increase does not apply for Schools with a multi-year Licence.

Multi-year licence

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 2. doing so would compromise our ability to provide products and services to our other customers and end-users, or
 3. doing so is prohibited by law, or would compromise our ability to comply with law.

General

14. By signing a purchase agreement, you confirm as that you are an authorised signatory of the Customer and you are authorised to bind the Customer to the terms and conditions of this Agreement.
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21. In this Agreement, "3P Learning" refers to the company in 3P Learning Group that issues the quote or purchase agreement. "3P Learning Group" means 3P Learning Limited (ABN 50 103 827 836) and its subsidiaries.

Version July 2023

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Mathletics/Mathseeds/Reading Eggs Pricing

Site/cluster	1 year	2 Year No Pre-pay 5%	2 Year Pre-pay 10%	3 Year No Pre-pay 10%	3 Year Pre-pay 15%
25 - Flat rate	\$350	-	-	-	-
26 - 100	\$11.00	\$10.45	\$9.90	\$9.90	\$9.41
101 - 250	\$10.75	\$10.21	\$9.68	\$9.68	\$9.19
251 -500	\$10.50	\$9.98	\$9.45	\$9.45	\$8.98
501-750	\$10.25	\$9.74	\$9.23	\$9.23	\$8.76
751-1000	\$10.00	\$9.50	\$9.00	\$9.00	\$8.55
1000-2500	\$9.50	\$9.03	\$8.55	\$8.55	\$8.12
2501-5000	\$9.00	\$8.55	\$8.10	\$8.10	\$7.70
5001-15,000	\$8.00	\$7.60	\$7.20	\$7.20	\$6.84
15,001-30,000	\$7.50	\$7.13	\$6.75	\$6.75	\$6.41
30,001-50,000	\$7.00	\$6.65	\$6.30	\$6.30	\$5.99
50,001+	\$6.00	\$5.70	\$5.40	\$5.40	\$5.13

Exhibit B

3P Learning Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT[®] Version 2.4)

Name of Product/Version: Reading Eggs app versions 2.8.0. Reading subscription.

Report Date: 28th of June 2024

Product Description: The Reading Eggs Learn to Read app features hundreds of fun reading and spelling games along with over 3,500 e-books! The app includes Reading Eggs, Fast Phonics and Reading Eggspress.

Contact Information: accessibility@3plearning.com

Notes: When evaluating different programs in the product a shorthand is used:

RE: Reading eggs

FP: Fast Phonics

REX: Reading Eggspress

Evaluation Methods Used: Web aim WAVE tool, color contrast checker, Voice over, sim daltonism for color blindness, keyboard, zoom

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> • Partially supports 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ○ Images on web pages have alt text ○ Canvas pages does not have any aria labels describing the content ○ However, it does have voice actors reading out instructions • REX: <ul style="list-style-type: none"> ○ No alternative text is present for reports
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Partially supports 	<ul style="list-style-type: none"> • RE & REX <ul style="list-style-type: none"> ○ Some activities have audio only instructions with no written component. However, sometimes this is necessary due to the nature of the educational activity. ○ Some activities have a way to replay the verbal instructions • FP: <ul style="list-style-type: none"> ○ The majority of activities have verbal instructions to match written. However, they are missing in places.

<p><u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ◦ Does not support 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ◦ Videos do not have captions.
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ◦ Does not support 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ◦ No text transcripts or descriptions of the videos.
<p><u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ◦ Partially supports 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ◦ Canvas pages have no HTML structure can be added. Visual hierarchy is mostly present with activities and quizzes. • RE & REX <ul style="list-style-type: none"> ◦ Webpages have no H1 and skip heading levels
<p><u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ◦ Partially supports 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ◦ Canvas pages have no HTML sequence that can be added. Visual sequence of information is present with activities and quizzes. • RE & REX: <ul style="list-style-type: none"> ◦ Webpages have no H1 and skip heading levels. Some minor HTML errors.
<p><u>1.3.3 Sensory Characteristics</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP <ul style="list-style-type: none"> ◦ Does not support 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ◦ Some activities have audio only instructions with no written component. However, sometimes this is necessary due to the nature of the educational activity ◦ Most activities require moving and placing objects around the screen, so rely on vision to complete them.

<p><u>1.4.1 Use of Color</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Partially supports 	<ul style="list-style-type: none"> • RE: <ul style="list-style-type: none"> ○ Some activities rely on color vision to complete them. Including correct and incorrect indicators. Some buttons cannot be distinguished without color vision • REX: <ul style="list-style-type: none"> ○ Some activities have interactions which are indicated with color only. Sometimes with a color combination that would be especially hard to distinguish if the user had color blindness. • FP: <ul style="list-style-type: none"> ○ Some correct and incorrect indicators use red/green only. Some activities use color only to indicate state.
<p><u>1.4.2 Audio Control</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Does not support 	<ul style="list-style-type: none"> • RE & REX: <ul style="list-style-type: none"> ○ Music and instructional videos autoplay without any user interaction or anyway to turn off the music, pause or replay. Sometimes there is a skip video control. • REX <ul style="list-style-type: none"> ○ Some videos have controls, but they are hidden initially. All videos autoplay. • FP <ul style="list-style-type: none"> ○ All videos have controls, but they are hidden initially. All videos autoplay.
<p><u>2.1.1 Keyboard</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Does not support 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Activities and webpages cannot be operated with keyboard
<p><u>2.1.2 No Keyboard Trap</u> (Level A) Also applies to: Revised Section 508</p>	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Not applicable 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Activities and webpages cannot be operated with keyboard

<ul style="list-style-type: none"> 501 (Web)(Software) 		
<p><u>2.2.1 Timing Adjustable</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE: <ul style="list-style-type: none"> Does not support REX & FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE: <ul style="list-style-type: none"> Some activities require reaction speeds to solve them in real time. This is sometimes not possible for a student to complete independently.
<p><u>2.2.2 Pause, Stop, Hide</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Supports 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Some parts of the application have movement and animations. However, are less than 5s in duration.
<p><u>2.3.1 Three Flashes or Below Threshold</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Supports 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No flashing content detected
<p><u>2.4.1 Bypass Blocks</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No long repeated sections to bypass
<p><u>2.4.2 Page Titled</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE: <ul style="list-style-type: none"> Supports REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> REX & FP: <ul style="list-style-type: none"> Page title is the same for all pages
<p><u>2.4.3 Focus Order</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Cannot be operated with keyboard
<p><u>2.4.4 Link Purpose (In Context)</u> (Level A) Also applies to: Revised Section 508</p>	<ul style="list-style-type: none"> RE & REX: <ul style="list-style-type: none"> Partially supports 	<ul style="list-style-type: none"> RE & REX: <ul style="list-style-type: none"> On the HTML pages links have clear purpose (except in the library).

<ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • FP: <ul style="list-style-type: none"> ○ Not applicable 	<ul style="list-style-type: none"> ○ On the Canvas pages interactable objects do not have link text for screen readers
<p><u>3.1.1 Language of Page</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Supports 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Lang attribute present
<p><u>3.2.1 On Focus</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE & REX: <ul style="list-style-type: none"> ○ Partially supports 	<ul style="list-style-type: none"> • RE & REX: <ul style="list-style-type: none"> ○ Some change of context occur when an item is selected that may confuse a user.
<p><u>3.2.2 On Input</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE & FP: Partially supports • REX: Supports 	<ul style="list-style-type: none"> • RE: Most activities submit the answer right away without giving the user the chance to amend it if they did it in error. • REX: Users can change their answers and press a submit button when ready • FP: Activities tend to submit the answer on input, however quizzes allow the user to undo and check their answer before submission.
<p><u>3.3.1 Error Identification</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Supports 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Activities track and display errors as they occur. Though sound, visually or both. Often no explanation of the error is present, this is intentional as it is for educational and learning outcomes.
<p><u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Partially supports 	<ul style="list-style-type: none"> • RE & REX: <ul style="list-style-type: none"> ○ For some activities, the instructions are shown briefly beforehand with no way to return to them. ○ Other activities have the instructions read aloud once with no way to replay them. • FP:

		<ul style="list-style-type: none"> Written instructions are shown briefly with no way to return to them. Majority do have a button to repeat the instructions verbally during the activity.
<p>4.1.1 Parsing (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Supports 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No major HTML errors detected
<p>4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Canvas pages do not have any aria or hidden attributes describing their purpose. RE & REX: <ul style="list-style-type: none"> HTML pages are not using semantic HTML for landmarks, links and buttons

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No live audio or video
<p>1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No captions on videos. No written description of audio only information.
<p>1.4.3 Contrast (Minimum) (Level AA) Also applies to:</p>	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Partially supports 	<ul style="list-style-type: none"> RE, REX & FP:

<p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 		<ul style="list-style-type: none"> A few color combinations meet the minimum contrast level. However most do not.
<p><u>1.4.4 Resize text</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Text does not get bigger as you zoom in. As it mostly Canvas elements which are not responsive or fixed layout. REX: <ul style="list-style-type: none"> Some HTML pages the text does resize
<p><u>1.4.5 Images of Text</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> The canvas text elements are treated as images in this case, which do not have any fallback text for screen readers.
<p><u>2.4.5 Multiple Ways</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 	<ul style="list-style-type: none"> RE & REX: <ul style="list-style-type: none"> Supports FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> It is a linear learning program. RE & REX: <ul style="list-style-type: none"> It have navigation to move back to previous lessons from the dashboard. As well as multiple paths that lead you to the current lesson.
<p><u>2.4.6 Headings and Labels</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Supports 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Descriptive headings and labels used throughout application.
<p><u>2.4.7 Focus Visible</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Does not support 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Application cannot be operated with keyboard. There are occasional changes to styling on hover/mouse click.
<p><u>3.1.2 Language of Parts</u> (Level AA) Also applies to: Revised Section 508</p>	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No sections with a different language.

<ul style="list-style-type: none"> • 501 (Web)(Software) <p><u>3.2.3 Consistent Navigation</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software 	<ul style="list-style-type: none"> • RE & FP: <ul style="list-style-type: none"> ○ Supports • REX: <ul style="list-style-type: none"> ○ Partially supports 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Navigation through maps and activities is the same throughout the application. ○ Navigation back to the dashboard is (mostly) the same • REX (library) <ul style="list-style-type: none"> ○ Navigation throughout the library section is inconsistent and incomplete
<p><u>3.2.4 Consistent Identification</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software 	<ul style="list-style-type: none"> • RE: <ul style="list-style-type: none"> ○ Does not support • REX & FP: <ul style="list-style-type: none"> ○ Supports 	<ul style="list-style-type: none"> • RE: <ul style="list-style-type: none"> ○ Correct and incorrect trackers are different from activity to activity. In terms of what icons, how many there are and their position on the screen. • REX & FP: <ul style="list-style-type: none"> ○ Correct and incorrect icons are used consistent throughout the application
<p><u>3.3.3 Error Suggestion</u> (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	<ul style="list-style-type: none"> • RE, REX & FP: <ul style="list-style-type: none"> ○ Supports 	<ul style="list-style-type: none"> • RE & FP: <ul style="list-style-type: none"> ○ When students get a question incorrect the activity provides help towards the right answer. Most activities give up to three attempts. ○ Exception for quizzes when it's just the one attempt. This is an educational decision for their learning outcomes. • REX: <ul style="list-style-type: none"> ○ When an error occurs, no suggestion is given. However, this is intentional as it's a learning platform. There are no penalties for incorrect answers

<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> RE, REX & FP: <ul style="list-style-type: none"> No data entry of these kinds.
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Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.6 Sign Language (Prerecorded) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>1.4.9 Images of Text (No Exception) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p>2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:

<u>2.2.4 Interruptions</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.2.5 Re-authenticating</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.3.2 Three Flashes</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.8 Location</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.9 Link Purpose (Link Only)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.10 Section Headings</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.3 Unusual Words</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.4 Abbreviations</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.5 Reading Level</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.6 Pronunciation</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.2.5 Change on Request</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.5 Help</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.6 Error Prevention (All)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Does not support	The majority of activities are done through Canvas elements. These have not had any aria attributes added for screen reader accessibility.
302.2 With Limited Vision	Partially Supports	The questions and instructions are read out via the application with voice actors.
302.3 Without Perception of Color	Partially Supports	Some activities require color to complete them as part of the instructions. Such as press the red or green button.
302.4 Without Hearing	Does not support	Videos do not have captions or transcripts so a person without hearing would miss important instructional information. Some activities instructions are delivered by audio only. So would not be able to be completed.
302.5 With Limited Hearing	Partially Supports	Some instructions and videos can replay the audio and have a text version. So if it's missed you can try again to pick it up. Some instructions are audio only, but can potentially be intuitive

		enough for the user to work out what to do with some hearing.
302.6 Without Speech	Supports	Speech is not needed to operate this application.
302.7 With Limited Manipulation	Partially Supports	<p>No keyboard support is available so users would need to use a mouse or touch device.</p> <p>Some touch targets are very small on mobile devices making some activities very challenging to complete even if they know the answer.</p> <p>Some activities require timing and reflexes to complete so would also be challenging to complete for some users.</p>
302.8 With Limited Reach and Strength	Not applicable	
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	<p>The application is designed for very young children to be able to use, so no language ability is required. It is very intuitive for young users.</p> <p>The content is designed to start at a very low level and users can also complete a placement test to put them at an appropriate level for them.</p>

Chapter 4: Hardware

Notes: Not applicable

Chapter 5: Software

Notes: Not applicable

Chapter 6: Support Documentation and Services

Notes: Not applicable?

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
<u>602 Support Documentation</u>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG 2.0 section
602.4 Alternate Formats for Non-Electronic Support Documentation		
<u>603 Support Services</u>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed