SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN PARLAY IDEAS, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Amendment") effective as of the 14th day of May, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Parlay Ideas, Inc. (the "Contractor") executed March 22, 2022 and the First Amendment to the Agreement executed May 22, 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 July 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2024 through July 31, 2025.

3. **Amended Responsibilities.**

   3.1. Within section 2.2, delete the following language which has a strikethrough and add the following language which is underlined:

   The total cost for the Services as set forth on the Attached Exhibit B for ~~August 1, 2023 through July 31, 2024~~ is Seven Thousand, Eight Hundred Dollars and No Cents ($7,800.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice, which will be accepted no earlier than July 1, ~~2023~~.

   The total cost for the Services as set forth on the Attached Exhibit B for August 1, 2024 through July 31, 2025 is Seven Thousand, Eight Hundred Dollars and No Cents ($7,800.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice, which will be accepted no earlier than July 1, 2024.

   3.2. Exhibit B is deleted hereby in its entirety.

   3.3. Replace Exhibit B with Contractor's 65 Teacher Licenses @ Poudre School District (24-25) hereby attached to this Second Amendment and made part of this Agreement.

   3.4. 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~~

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

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.
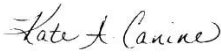
PARLAY IDEAS, INC.   POUDRE SCHOOL DISTRICT R-1

By: _____   By: _____
Anna Lisa Martin (May 15, 2024 14:20 EDT)

Anna Lisa Martin   R. David Montoya
Instructional Strategist   Chief Finance Officer

                                      By: _____

                                      Kate Canine
                                      Director of Professional Learning

Exhibit B

65 Teacher Licenses @ Poudre School District (24-25)

Poudre School District

2407 Laporte Avenue

Fort Collins, CO 80521

United States

Parlay Ideas

15 West 38th Street Suite 544

New York City, NY 10018

United States

Dawn Donahue

ddonahue@psdschools.org

Reference: 20240306-113449499

Quote created: March 6, 2024

Quote expires: June 4, 2024

Prepared by: Anna Lisa M

Instructional Strategist

annalisa@parlayideas.com

+14165920954

Total   **$7,800.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Individual Teacher License	65	$7,800.00
SUMMARY		
One-time subtotal		$7,800.00

	Total	$7,800.00

Comments

Along with unlimited software usage, included are the following services to help with the incorporation:

- Unlimited Virtual PD Sessions for Staff
- Real-Time Chat Support
- Custom Discussion Prompt Creation

Purchase terms

Terms & Conditions
This proposal is subject to the conditions noted below:
- Access to, use of and receipt of the product, software and/or services set out above is subject to the Parlay Terms of Service available at www.parlayideas.com/policies/

- To pay with credit card, please click "check out".
- To pay via check or wire transfer, please sign and return, and our team will generate an invoice.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Dawn Donahue
ddonahue@psdschools.org

FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN PARLAY IDEAS, INC. AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") is effective as of this 22nd day of May 2023 , is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Parlay Ideas, Inc. (the "Contractor") executed March 22, 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 31, 2023, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2023, through July 31, 2024.

3. **Amended Responsibilities.**

   3.1. Within section 2.2, delete the following language which has a strikethrough and add the following language which is underlined:

   The total cost for the Services as set forth on the attached Exhibit B for ~~August 1, 2022 through July 31, 2023~~ is ~~Nine Thousand, Three Hundred and Sixty Dollars and No Cents ($9,360.00)~~, due and payable by the District thirty (30) days after receipt of Contractor's invoice, which will be accepted no earlier than ~~July 1, 2021~~.

   The total cost for the Services as set forth on the attached Exhibit B for August 1, <u>2023</u> through July 31, <u>2024</u> is <u>Seven Thousand, Eight Hundred Dollars and No Cents ($7,800.00)</u>, due and payable by the District thirty (30) days after receipt of Contractor's invoice, which will be accepted no earlier than July 1, <u>2023.</u>

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

   3.3. Replace Exhibit B with Contractor's Poudre School District (Renewal 2023-24), hereby attached to this First Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. General Provisions.

    5.1. Entire Agreement. The original Agreement and 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.

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

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

PARLAY IDEAS, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_*R David Montoya*_____
                                R David Montoya (May 26, 2023 10:29 MDT)

Anna Lisa Martin   R. David Montoya
Instructional Strategist   Chief Finance Officer

                                By:_*Kate Canine*_____
                                Kate Canine (May 24, 2023 16:17 MDT)

                                Kate Canine
                                Director of Teaching and Learning

Exhibit B

Poudre School District (Renewal 2023-24)

Poudre School District

2407 Laporte Avenue

Fort Collins, CO 80521

United States

Parlay Ideas

15 West 38th Street Suite 544

New York City, NY 10018

United States

Dawn Donahue

ddonahue@psdschools.org

Reference: 20230309-090407207

Quote created: March 9, 2023

Quote expires: June 7, 2023

Prepared by: Anna Lisa M

Instructional Strategist

annalisa@parlayideas.com

+14165920954

Total   **$7,800.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Individual Teacher License	65	$7,800.00
SUBTOTALS		
One-time subtotal		$7,800.00

	Total	$7,800.00

Payment can't be made because the quote isn't fully signed.

Comments

August 1st 2023 – July 31st 2024

Purchase terms

Terms & Conditions
This proposal is subject to the conditions noted below:
- Access to, use of and receipt of the product, software and/or services set out above is subject to the Parlay Terms of Service available at www.parlayideas.com/policies/

- To pay with credit card, please click "check out".
- To pay via check or wire transfer, please sign and return, and our team will generate an invoice.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Dawn Donahue
ddonahue@psdschools.org

Verify to sign

SOFTWARE SERVICES AGREEMENT
BETWEEN PARLAY IDEAS, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is effective as of this 22nd day of March 2022, by and between Poudre School District R-1 ("District") and Parlay Ideas, Inc. ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." Now, therefore, in consideration of the mutual agreements set forth herein, the District and the Contractor agree as follows:

1.   **Term of Agreement.**

    1.1.   This Agreement shall commence on the date first set forth above and continue through and including July 31, 2023.

2.   **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its instructional technology tool available for use in the District's schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The total cost for the Services as set forth on the attached Exhibit B for August 1, 2022 through July 31, 2023 is Nine Thousand, Three Hundred and Sixty Dollars and No Cents ($9,360.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice, which will be accepted no earlier than July 1, 2021.

        2.2.1.   Payment for the 2021-2022 school year has been paid and no further payment is due.

    2.3.   The District understands and agrees that its students' access to and use of the Contractor's 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.   **Definition.**

    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 Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply

with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

     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 its subcontractor that hosts and maintains its web-based platform (hereinafter "Subcontractor") as set forth in Exhibit A. Subcontractor, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor 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 Subcontractor 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 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 re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor, on behalf of itself and its Subcontractor, 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, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Agreement 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 agreement 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 A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, 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 fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor 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

Parlay Ideas, Inc.
Attn: Anna Lisa Martin
15 West 38ᵗʰ Street Suite #544
New York City, NY 10018
Email: annalisa@parlayideas.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

<u>Minimum Limits</u>

    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.
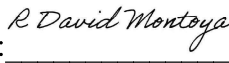
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.
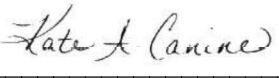
PARLAY IDEA, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____

Anna Lisa Martin   R. David Montoya
Instructional Strategist   Executive Director of Finance

By:_____

Kate Canine
Director of Professional Development

Exhibit A

I've been asked to reach out to you to work through creating an agreement for compliance with Colorado Law 22-16-101 et seq.

I'm not sure how aware you are with the Colorado Law 22-16-101 et seq., we are unable to enter into a contract or renew a contract which shares student data without specific contractual language requirements. Due to the specificity of this language, the district has opted to use our own contract to ensure compliance and alignment with the law and USDOE recommendations regarding of National Institute of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated or inferred through use of the service, this includes metadata. Due to this being different from what you may have reported under FERPA, we recommend pulling your data table to include all data elements.

For us to be able to provide you with an agreement, I will need the follow items first:

- Provide a detailed formal description of the product and scope of work to be completed. Descriptions should not include wording such as "most used" or "used by x amount of schools".
  - *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- "What are we buying?"*

  Parlay is an instructional technology tool and content provider that helps teachers in grades 5 - 12 facilitate inclusive and data-driven class discussions. Poudre is purchasing access for teachers to run unlimited RoundTables (discussion activities in Parlay) inside of their Parlay classes. Parlay also provides real-time priority chat support to teachers on the platform, and PD sessions for teachers at the school district upon request.

- What Student Data is collected through the use of the system?
  - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*
  - *This includes information created or collected by the company.*

Data Collected	General Purpose of Data Collection
Name	Required to support product functionality
User ID	Required to support product functionality
Email	Required to support product functionality
Google / Windows JSON	Token for SSO if used.
Role	Required to support product functionality
School	Name of school for upgraded users - product functionality and admin portal.

School ID	Name of school for upgraded users - product functionality and admin portal.
School Site ID	If different from School Name (districts who use LMS / SIS integration only)
Email Domain	Used for user permissions in district admin portal.
Paid	Whether or not teacher account is upgraded
Preferred Name	Teacher only, what students see as name in app.
Date profile was created / updated	Required to support product functionality
Avatar	Optional
Password	Required to support product functionality
Teacher Email Address	Required to support product functionality
Stripe ID	Optional - for teachers that purchase individual licenses with credit card.
Clever ID	To support Clever SSO
Description Text	Teacher only, optional
Profile URL	Teacher only, for Universe Portfolio
Onboarded?	Teachers only
Is Active?	For admin portal data collection
Subjects / Grades Taught	Teachers only, for Universe topic suggestions
Google / Edlink Integration	Required for supporting LMS integrations
User Memberships	Teachers only, to determine upgraded account status.
Last Activity Date	For data collection, product functionality
Time Spent in the App	Used for user data collection
School Name	Required to support product functionality
Student Answers on Assessment	Used for teacher data collection
Assessment Scores	Used for teacher data collection
Teacher Grades & Subjects	Required to support product functionality

- What is the purpose for collecting Student Data?

  To perform the services associated with the application. Data is never sold. It is only shared with third parties who are technology partners we use to increase scalability and performance of the application. See below.

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

○ *This includes storage and vendors receiving encrypted data.*

○ *Heroku - App Hosting*
○ *SendGrid - In-App Emails*
○ *Findmore - Software development partner*
○ *Pusher - Real-time application notifications*

Vendor	URL	General Purpose
Heroku	heroku.com	Hosting
AWS	aws.com	Cloud Storage
Sendgrid	sengrid.com	User email communications
Pusher	pusher.com	Real-time cloud messaging and notifications
Intercom	intercom.com	Customer Support
Ed Link	ed.link	LMS and SIS integrations
Google Classroom	developers.google.com/classroom	Rostering
Hubspot	hubspot.com	CRM
Findmore	findmore.pt	Software Development
Agora	agora.io	Real-time Audio
New Relic	newrelic.com	Network Monitoring
Paper Trail	papertrail.com	Events Tracking
Librato	librato.com	Performance Monitoring

● What is the purpose of these third-party partners?

See above.

● Please provide:
   ○ Current quote (if available)
      ■ 65 Teacher Licenses @ $144 per teacher ($9360)
   ○ Tiered Pricing for Future Purchases
      ■ <5k students @ $3 per student
      ■ 5K-10K students @ $2.50 per student

- - ■ >10k students @ $2 per student
  - ○ W9
    - ■ Please see attached
  - ○ Name and email for contract notices
    - ■ Anna Lisa Martin – annalisa@parlayideas.com
  - ○ Name and title of the person who will signing the contract.
    - ■ Anna Lisa Martin, Head of Instructional Strategy
  - ○ If your system allow integration for rostering? If so, how is that completed?
    - ■ Google

Exhibit B

65 Teachers - Poudre School District (22-23)

Poudre School District

2407 Laporte Avenue

Fort Collins, CO 80521

United States

Judy Kinner

jkinner@psdschools.org

Kevin Murray

kemurray@psdschools.org

Reference: 20220307-154912085

Quote created: March 7, 2022

Quote expires: June 5, 2022

Parlay

Parlay Ideas

15 West 38th Street Suite 544

New York City, NY 10018

United States

Quote created by: Anna Lisa M

Instructional Strategist

annalisa@parlayideas.com

Total	$9,360.00

PRODUCTS & SERVICES	QUANTITY	PRICE
Individual Teacher License	65	$9,360.00
SUBTOTALS		PRICE
One-time subtotal		$9,360.00

	Total	$9,360.00

Comments

Along with unlimited software usage, included are the following services to help with the incorporation:

- LMS Integrations (Google Classroom, Teams, Schoology, Canvas)
- Unlimited Virtual PD Sessions for Staff
- Access to Administrator Portal for Admin, Principals and Coaches
- Real-Time Chat Support
- Custom Discussion Prompt Creation

Subscription Active: 8/1/22 – 7/31/2023

Purchase Terms

Terms & Conditions
This proposal is subject to the conditions noted below:
- Access to, use of and receipt of the product, software and/or services set out above is subject to the Parlay Terms of Service available at **www.parlayideas.com/policies/**

- To pay with credit card, please click "check out".
- To pay via check or wire transfer, please sign and return, and our team will generate an invoice.

Parlay - 2024-2025 - Second Amendment - Final - Vendor Signed

Final Audit Report   2024-05-15

Created:	2024-05-15
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfiugT5APRiwZtPpFpNrOGtzkdFpktVHB

"Parlay - 2024-2025 - Second Amendment - Final - Vendor Signed" History

📄 Document created by Becky Hall (rehall@psdschools.org)
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