**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN IDENTIMETRICS, INC AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment ("Second Amendment") effective as of the 1ˢᵗ day of July, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Identimetrics, Inc. (the "Contractor") executed March 6, 2023, and the First Amendment to the Agreement executed July 27, 2023 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

    2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024, through June 30, 2025.

3. **Special Provisions.**

    3.1. **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.

4. **General Provisions.**

    4.1. **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.

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

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

IDENTIMETRICS, INC.   POUDRE SCHOOL DISTRICT R-1

By:_*Anne Marie Dunphy*_____   By:_*R David Montoya*_____
                                                 R David Montoya (Aug 5, 2024 10:05 MDT)

Name: _____Anne Marie Dunphy_____   R. David Montoya
Title: __Chief Financial Officer_____   Executive Director of Finance

                                                 By:_*Craig Schneider*_____
                                                 Craig Schneider (Aug 5, 2024 10:01 MDT)

                                                 Craig Schneider
                                                 Director of Child Nutrition

FIRST AMENDMENT TO SOFTWAE SERVICES AGREEMENT
BETWEEN INDENTIMETRICS, INC AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective July 27, 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Identimetrics, Inc. (the "Contractor") executed March 6, 2023 ("Agreement"), is 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. **Amended Responsibilities.**

   2.1. The total cost for all Services under this contract as set forth on the attached Exhibit D, shall not exceed ($164,265), due and payable thirty (30) days from receipt

3. **Special Provisions.**

   3.1. **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.

4. **General Provisions.**

   4.1. **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.

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

   THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

IDENTIMETRICS, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____*Anne Marie Dunphy*_____   By:_____*R David Montoya*_____

Anne Marie Dunphy   R. David Montoya
Chief Finance Officer   Chief Finance Officer

By:_____Craig Schneider_____

Craig Schneider
Director of Child Nutrition

Exhibit D

Quote

Date: Jul 26, 2023
Valid Until: Aug 25, 2023

Quote Number: 4035

Account Manager: Eden Fulton

BILL TO:
Rob Turf
Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521-2297

SHIP TO:
Rob Turf
Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521-2297

Account Name:	**Poudre School District**	Location:	**Poudre 44 Additional Schools**
Contact Name:	**Rob Turf**		

Comments:

Product Name	Qty	List Price	Total
identiMetrics Biometric ID Package - Basic Basic Package Includes: Biometric Software for up to 1000 users, 1 USB Finger Scanner, Installation, Training, Licensing/Technical Support. Annual subscription renews at 20% from date of purchase.	43	$ 2,500.00	$ 107,500.00
identiMetrics Biometric ID Package - Premium Premium Package Includes: Biometric Software for up to 1000 users, 1 USB Finger Scanner for the ID Station, 1 USB Finger Scanner for the Enrollment Station, 1 Admin Station, Installation, Training, Licensing/Technical Support. Annual subscription renews at 20% from date of purchase.	1	$ 3,400.00	$ 3,400.00
identiMetrics Scan Point™ (Futronic) Scan Point License includes: Biometric ID Software for up to 1000 users, Futronic USB Biometric Scanner. Annual subscription renews at 20% from date of purchase.	50	$ 800.00	$ 40,000.00
identiMetrics Scan Point - Secugen Scan Point License Includes: Biometric ID Software for up to 1000 users, Secugen USB Biometric Scanner. Annual subscription renews at 20% from date of purchase.	25	$ 800.00	$ 20,000.00
Scanner (USB) - Secugen Spare Scanner	5	$ 179.00	$ 895.00
Scanner (USB) - Futronic Spare Scanner	5	$ 179.00	$ 895.00
DISCOUNT - TIPS 5% TIPS discount. TIPS Contract #220105.	1	$ -8,634.50	$ -8,634.50
Shipping & Handling Includes shipping, handling, tracking & insurance.	1	$ 210.00	$ 210.00

Sub Total	$ 164,265.50
Tax	$ 0.00
Total	**$ 164,265.50**

Annual Subscription starting Year 2+: **$32,811.10**

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

This Software Services Agreement ("Agreement") is entered into this 6th day of March 2023, by and between Poudre School District R-1 (the "District") and identiMetrics, 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 of Agreement.**

    1.1.   This Agreement shall commence on March 6, 2023 and continue through and including June 30, 2024.

2. **Deliverables and Purchase Price.**

The Contractor shall make its finger scanning system for management of student identification for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.1.   The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed ($20,518.10), due and payable thirty (30) days from receipt of Contractor's invoice.

        2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

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

        2.2.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

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

        2.2.3. Services provided by Contractor without conforming to section 2.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

        2.2.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.3. **Invoicing.** Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

2.3.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.3.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.3.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.3.4. Invoices shall be sent to ap@psdschools.org.

2.3.5. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.3.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

2.5. 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.

2.6.   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.

2.7.   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 3.4 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 as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of 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

5

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 Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8.   **Remedies.** If Contractor 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.   **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.   **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

identiMetrics, Inc.
Attn: Eden Fulton
115 York Road
Suite 200
Jenkintown, PA 19046
Email: efulton@identimetrics.net

11.   **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 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits
    a. Each Occurrence Bodily Injury & Property Damage $2,000,000
    b. General Aggregate $3,000,000
    c. Products/Completed Operations Aggregate $2,000,000
    d. Personal/Advertising Injury $2,000,000
    e. Coverage must be written on an "occurrence" basis.
    f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a

blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

Minimum Limits

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

The insurance shall provide coverage for:

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

      12.   **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.

      13.   **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.

      14.   **General Provisions.**

      14.1.   **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.

   14.2. **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.

   14.3. **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.

   14.4. **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.

   14.5. **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.

   14.6. **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.

   14.7. **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.

   14.8. **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.

   14.9. **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.

   14.10. **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.

14.11. **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.

14.12. **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.

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

14.14. **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.

14.15. **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.

14.16. **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.
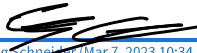
IDENTIMETRICS, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Anne Marie Dunphy_   By: _R. David Montoya_

Anne Marie Dunphy   R. David Montoya
Chief Financial Officer   Chief Finance Officer

                                                 By: _Craig Schneider (Mar 7, 2023 10:34 MST)_

                                                 Craig Schneider
                                                 Director of Child Nutrition

11

Exhibit A

identiMetrics Response to Poudre's Request Regarding Privacy

- 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?"*
  - Product description:
    The identiMetrics finger scanning system manages student identification. With a touch of an index finger on the finger scanner, students can be identified in the cafeteria, classroom, library and anywhere in your schools.
    - Fast - Students are identified in less than a second.
    - Accurate - 100% accurate every time.
    - Efficient - Students are registered only once in the central database during their K12 education in your district.
    - Customizable - Operates in a single location or in numerous workstations throughout a district with one biometric database.
    - Privacy Ensured - No fingerprints are stored, and they cannot be recreated from the encrypted numerical template. All student biometric data resides behind the district's firewall with the same level of security you have for all your student data.
  - Scope of Work: Orientation, Deployment Planning, Installation, Enrollment Training, and Final System Check.

- 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.*
  - *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.*
  -

Data Collected	General Purpose of Data Collection
Last Name	Data organization for End User
First Name	Data organization for End User
Middle Name (Optional)	Data organization for End User
ID number	Required to support product functionality
School Name	Data organization for End User
Grade Level	Data organization for End User
School Number	Data organization for End User
Encrypted Biometric Template	Required to support product functionality & student privacy

- What third parties does the vendor partner with who may receive Student Data in any format?
  - *This includes storage and vendors receiving encrypted data.*

  - There are no third parties involved. The biometric database is private and stored locally on your network. There is no metadata.

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

  - Non-applicable.

Exhibit B

Quote

identiMetrics
115 York Rd. Suite 200
Jenkintown, PA 19046

Date: Feb 28, 2023
Valid Until: Apr 11, 2023

Quote Number: 3908

Account Manager: Eden Fulton

BILL TO:	SHIP TO:
Rob Turf	**Rob Turf**
Poudre School District	Poudre School District
2407 LaPorte Avenue	2407 LaPorte Avenue
Fort Collins, CO 80521-2297	Fort Collins, CO 80521-2297

Account Name:	**Poudre School District**	Location:	**Poudre School District-Most Popular Package for Rocky Mountain HS, Kinard Core Knowledge Middle, Linton & Dunn Elem.**
Contact Name:	**Rob Turf**		

Comments: **Rocky Mountain High School – 1 Most Popular + 3 scan points 2,056 students**
Kinard Core Knowledge Middle School – 1 Most Popular + 3 scan points 814 students
Linton Elementary School – 1 Most Popular + 3 scan points 371 students
Dunn Elementary School – 1 Most Popular + 3 scan points 378 students
+
2 Spare Secugen Scanners.

Product Name	Qty	List Price	Total
identiMetrics Biometric ID Package - Most Popular Most Popular Package Includes: Biometric Software for up to 1000 users, 1 USB Finger Scanner for the ID Station & 1 USB Finger Scanner for Enrollment Station, Installation, Training, Licensing/Technical Support. Annual subscription renews at 20% from date of purchase.	4	$ 2,900.00	$ 11,600.00
identiMetrics Scan Point - Secugen Scan Point License Includes: Biometric ID Software for up to 1000 users, Secugen USB Biometric Scanner. Annual subscription renews at 20% from date of purchase.	12	$ 800.00	$ 9,600.00
Scanner (USB) - Secugen	2	$ 179.00	$ 358.00
DISCOUNT - TIPS 5% TIPS discount. TIPS Contract #220105.	1	$ -1,079.90	$ -1,079.90
Shipping & Handling Includes shipping, handling, tracking & insurance.	1	$ 40.00	$ 40.00
		Sub Total	$ 20,518.10
		Tax	$ 0.00
		Total	**$ 20,518.10**

Annual Subscription starting Year 2+: **$4,240**

Ready to place your order and get things started!

Here is a list of what you need to know to complete your order.

1. Purchase Order or Purchase order number (if applicable)
2. Method of Payment
3. Contact information for: Accounts Payable, Project Coordinator, and any other contact needing to receive onboarding information from identiMetrics.
4. Completed digital form - Click Here to fill out and submit the form so that we can get your account set up and ready for you.

Helpful Information

W-9 click here

Sole Source Letter is available on request.

TIPS - Contract #220105

Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or their designees.

The superintendent or executive director of finance may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972
Revised by Board: May 1982
Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019
Revised by Board: December 8, 2020

LEGAL REF:
C.R.S. 24-18-101, et seq.

CROSS REFS:
DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff

Signature: *Craig Schneider*
Craig Schneider (Jul 27, 2023 11:55 MDT)

Email: cschneid@psdschools.org

First Amendment to Identimetrics Agreement 2023-24 Final- for Signature

Final Audit Report   2023-07-27

Created:	2023-07-27
By:	Ginny Gordon (vgordon@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_1fQm8yunvueNXnwO68zYQdt37U9FxYy

"First Amendment to Identimetrics Agreement 2023-24 Final- for Signature" History

📄 Document created by Ginny Gordon (vgordon@psdschools.org)
2023-07-27 - 4:13:35 PM GMT

✉️ Document emailed to Anne Marie Dunphy (amdunphy@identimetrics.net) for signature
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📄 Email viewed by Anne Marie Dunphy (amdunphy@identimetrics.net)
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✍️ Signer cschneid@psdschools.org entered name at signing as Craig Schneider
2023-07-27 - 5:55:46 PM GMT

✍️ Document e-signed by Craig Schneider (cschneid@psdschools.org)
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Adobe Acrobat Sign

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Agreement completed.
2023-07-27 - 5:57:24 PM GMT