

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

This First Amendment (“Amendment”) effective March 28, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Gimkit, Inc. (the “Contractor”) executed December 16, 2024 (“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 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 December 15, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on December 16, 2025 through June 30, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Poudre School District Student Data Information Request for Software Services and Higher Education Community Vendor Assessment Toolkit – Lite Change Log, hereby attached to this First Amendment
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Gimkit Groups Pricing, hereby attached to this First Amendment and made part of this Agreement.
 - 3.5. Section 12 is deleted hereby in its entirety.
 - 3.6. Add Exhibit C with Poudre School District’s updated insurance coverages, 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 First Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **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.

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.

GIMKIT, INC.

POUDRE SCHOOL DISTRICT R-1

By: _____

Jeffrey Osborn
Owner

6/4/2025

By: _____

R. David Montoya
Chief Finance Officer/
Chief Operations Officer

By: _____
Julie Chaplain (Jun 18, 2025 12:26 MDT)

Julie Chaplain, PhD
Assistant Superintendent

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes 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, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- *Descriptions should not include wording such as "most used" or "used by X number of schools."*
- *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

Gimkit is an online formative assessment tool that makes review fun and engaging for students using gamification. Gimkit provides Gimkit, which is an online-only, browser based gaming platform.

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Teacher accounts are required, student accounts are optional; students can play Gimkit without an account and without providing any information.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
First name	First and last name	N/A	N/A
Last initial	Email address		
Email address	Zip code		
	School and subject		

3. What is the purpose of collecting student data?

The information we collect is used exclusively for the purpose of building and maintaining Gimkit.

4. What third parties does the company partner with who may receive student data in any format?

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

<https://help.gimkit.com/en/article/third-parties-gimkit-uses-18k9i1w/>

5. What is the purpose of the third-party partners?

The third parties we select may have access to your information only for the purpose of supporting our services and have similar expectations with caring for privacy information.

6. Please provide:

- Current quote (if available)

Quotes for group licenses can be created using Gimkit Groups, Gimkit's fully-automated self-serve group licensing system

- Tiered pricing for future purchases

N/A

- Name and email for contract notices

support = hello@gimkit.com or admin@gimkit.com

- Name and title of person who will sign the contract

Jeffrey Osborn

- Does the system allow integration for rostering?

☐ Yes ☒ No

If the above answer is yes, how is it completed?

Google SSO only

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

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

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
Enrollment	Other demographic information-Please specify:	<input type="checkbox"/>
	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

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

Third Parties Gimkit Uses

| Third Parties Gimkit Uses

Gimkit may use certain third-party service providers to help us provide, analyze and improve our services (this includes but is not limited to data storage, maintenance services, payment processing, web analytics, email communications, and management).

The third parties we select may have access to your information only for the purpose of supporting our services and have similar expectations with caring for privacy information.

As of the date on this list, Gimkit utilizes the following third-party providers listed below:

- Digital Ocean for hosting and operating Gimkit's game servers
- Heroku for website hosting; non-game servers
- Atlas for securely storing and organizing data
- Retool for customized internal tools (e.g. Groups management)
- Sentry for error tracking
- Stripe for payment processing
- Unsplash for importing stock images
- Cloudinary for image and audio uploads
- Google Analytics for analytics on our website
- Baremetrics for customer analytics and insights
- Crisp Messaging for help desk, customer support, and event tracking
- Mailjet for email communications (reset password, account verification, marketing emails, etc.)
- Basecamp for internal communications
- Slack for internal communications
- Notion for internal documentation and legacy invoice management
- Pear Deck for Flashcard Factory import

You can review our full Privacy Policy anytime and let us know if you have any questions by contacting us at privacy@gimkit.com.

Education Community Vendor Assessment Toolkit - Lite - Change Log

Red Assessments Working Group

Date	Description of Change
/4/2016	Merged initial comments and suggestions of sub-group members.
/14/2016	Completed base formulas for all Guidance fields. Changed Qualifier formatting to make questions readable (and optional)
/15/2016	Added SOC2T2 question to datacenter section.
/16/2016	Added Systems and Configuration Management section, added MDM, sep. management networks, system configuration images, Internal audit processes and procedures.
/24/2016	Added input from WG meeting on 8/22, removed RiskMgmt section, added question ID's, and removed dup network question.
/25/2016	Added Introduction, Sharing Read Me, and Acknowledgements tabs and content. Also updated report specifics in Documentation.
/26/2016	Integrated grammatical corrections set by Karl, fixed a minor formula error in a guidance cell.
/26/2016	Added Instructions tab, adjusted question ID background color, updated DRP/BCP copy error.
/21/2016	Changed document title to HECVAT. Integrated KDH input.
/23/2016	Added input from NL, 36 modifications across all sections.

/26/2016	Updated Sharing Read Me tab with final language and options table.
0/6/2016	Sharing Confirmation section added, updated instructions, updated Sharing Read Me tab, fixed a ton of conditional formatting issues.
0/17/2016	Finalized for distribution.
1/16/2016	Corrections for grammar, conditional formatting, and question clarification.
1/21/2016	Added tertiary services narrative question (DNS, ISP, etc.).
1/23/2016	Grammar and spelling cleanup.
0/24/2017	Added standards crosswalk and Cloud Broker Index (CBI) information, changed HLAP-03, HLAA-02, HLAA-03, and HLD to freeform text. Changed University mentions to Institution.
/2/2018	Preparing for major changes. Scoring system prep.
/3/2018	Removed Sharing Tab and HESA section
0/13/2018	Major revision. Visit https://www.educause.edu/hecvat for details.
1/1/2018	Minor calculation revision in Summary Report scoring.
/25/2019	Cleaned up old question references, added Excel backwards compatibility through named ranges, and fixed analyst report view.
/19/2019	Summary Report scoring issues fixed (calculation ranges in the Questions tab, synchronized calculation steps for report both the Full and Lite versions of the HECVAT); Analyst and Summary Report question references returning "#N/A" fixed changes to questions - no previous 2.0x version response values are affected.

[illegible]

Exhibit B

GIMKIT Groups

Simple and transparent pricing.
No quote forms asking a million things.
No calls with the sales team.

- ✓ Payment with purchase order
- ✓ Payment with credit/debit card
- ✓ Group admin panel
- ✓ Discounted pricing

Choose a plan to get a quote

School

\$1,000

per year, Pro for every teacher at your school

Department

\$650
per year, Pro for 20 teachers

Have some more questions?

FAQ

Ask a question

OUR MISSION IS TO CREATE MEMORABLE LEARNING EXPERIENCES

Gimkit	Help Center	About	Departments & Schools	Contact
Join Game	General	Mission & Vision	Schools	Mailing Address
Login	Account	Privacy	Groups	hello@gimkit.com
Sign Up For Free	Kits	Refund Policy	Gimkit W-9	
	Gameplay	Careers	Gimkit Sole	
	Hosting	Blog	Source Letter	
	Classes			
	Assignments			

Exhibit C

Insurance. Provider, 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 Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

Provider 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 Provider 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 Provider 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. Provider 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 Provider'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.



CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)

05/27/2025

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

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

PRODUCER Embroker Insurance Services LLC 5214F Diamond Heights Blvd.\nUnit #1261 San Francisco, CA, 94131	CONTACT NAME: Julie Noonan PHONE (A/C, No. Ext): (844) 436-2765 E-MAIL ADDRESS: certificates@embroker.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: SPINNAKER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24376
INSURED Gimkit 2716 3rd Ave N Seattle, WA, 98109		

COVERAGES**CERTIFICATE NUMBER:** 5c1dca0a-3b20-11f0-ae7e-e3cce86b08bd**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Security Breach Liability		FLY-CB-5T3NUVFK4	08/13/2024	08/13/2025	Aggregate 1,000,000

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

Reference Number: PSDSY24/25

Evidence of Coverage

CERTIFICATE HOLDERPoudre School District
2407 Laporte Ave
Fort Collins, CO, 80521**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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From: [Bennett, Kristin - SSC](#)
To: hello@gimkit.com
Cc: [Kimball, Marjorie - SSC](#); [Hall, Becky - SSC](#); [Badalamenti, Kera - SSC](#)
Subject: Certificate of Insurance
Date: Friday, May 23, 2025 1:30:00 PM
Attachments: [image001.png](#)

Hello,

I apologize for the delay in reviewing your Certificate of Insurance and the related correspondence.

The District can accept your current insurance as shown on the COI provided (Security Breach Liability with \$1,000,000 aggregate) if you can have the Certificate Holder updated as shown below and set PSD up to receive an updated COI when the coverage expires:

Poudre School District
2407 LaPorte Ave
Fort Collins, CO 80521

The COI should be sent to COI@psdschools.org.

Please feel free to reach out to me if you have any questions. Again, thank you for your patience.

Kristin



KRISTIN BENNETT, MBA, ACTCP
Director, Records & Risk Management | Poudre School District
2445 LaPorte Avenue | Fort Collins, CO 80521
office: (970) 490-3627 | **cell:** (970) 214-9309
email: kbennett@psdschools.org
web: www.psdschools.org

Receiving this message outside normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please respond at a time that works for you.

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

This Software Services Agreement (“Agreement”) is entered into this 16th day of December, 2024, by and between Poudre School District R-1 (the “District”) and Gimkit, 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 December 16, 2024, and continue through and including December 15, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment 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. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. Deliverables and Purchase Price.

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, 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. 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. 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.

2.3. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order for purchases greater than \$5,000.00. Schools may pay with a pcard for purchases less than \$5,000.00.

2.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

2.5.1 Contractor will provide invoices for the Services at the rate specified in 2.1. 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.

2.5.2 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.

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

2.5.4 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.

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

2.5.6 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.

2.5.7 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.

2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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 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 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. Accessibility Standards for Individuals with a Disability. The Contractor shall comply with the Services provided under this agreement, Exhibit C, and 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 Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

9. 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.

10. 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.

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

10.2 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.

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

10.4 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.

10.5 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..

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

Gimkit, Inc.
Attn: admin@gimkit.com
P.O. Box 19833
Seattle, WA 98109
Email: admin@gimkit.com

12. 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: risk@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.

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.

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

GIMKIT, INC

POUDRE SCHOOL DISTRICT R-1

By:_____

By:_____

Jeffrey Osborn
Owner

Kate Canine
Director of Professional Learning

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes 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, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- *Descriptions should not include wording such as "most used" or "used by X number of schools."*
- *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

Gimkit is an online formative assessment tool that makes review fun and engaging for students using gamification. Gimkit provides Gimkit, which is an online-only, browser based gaming platform.

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Teacher accounts are required, student accounts are optional; students can play Gimkit without an account and without providing any information.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
First name	First and last name	N/A	N/A
Last initial	Email address		
Email address	Zip code		
	School and subject		

3. What is the purpose of collecting student data?

The information we collect is used exclusively for the purpose of building and maintaining Gimkit.

4. What third parties does the company partner with who may receive student data in any format?

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

<https://help.gimkit.com/en/article/third-parties-gimkit-uses-18k9i1w/>

5. What is the purpose of the third-party partners?

The third parties we select may have access to your information only for the purpose of supporting our services and have similar expectations with caring for privacy information.

6. Please provide:

- Current quote (if available)

Quotes for group licenses can be created using Gimkit Groups, Gimkit's fully-automated self-serve group licensing system

- Tiered pricing for future purchases

N/A

- Name and email for contract notices

support - hello@gimkit.com or admin@gimkit.com

- Name and title of person who will sign the contract

Jeffrey Osborn

- Does the system allow integration for rostering?

☐ Yes ☐ No

If the above answer is yes, how is it completed?

Google SSO only

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

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

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
Enrollment	Other demographic information-Please specify:	<input type="checkbox"/>
	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

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

Third Parties Gimkit Uses

| Third Parties Gimkit Uses

Gimkit may use certain third-party service providers to help us provide, analyze and improve our services (this includes but is not limited to data storage, maintenance services, payment processing, web analytics, email communications, and management).

The third parties we select may have access to your information only for the purpose of supporting our services and have similar expectations with caring for privacy information.

As of the date on this list, Gimkit utilizes the following third-party providers listed below:

- Digital Ocean for hosting and operating Gimkit's game servers
- Heroku for website hosting; non-game servers
- Atlas for securely storing and organizing data
- Retool for customized internal tools (e.g. Groups management)
- Sentry for error tracking
- Stripe for payment processing
- Unsplash for importing stock images
- Cloudinary for image and audio uploads
- Google Analytics for analytics on our website
- Baremetrics for customer analytics and insights
- Crisp Messaging for help desk, customer support, and event tracking
- Mailjet for email communications (reset password, account verification, marketing emails, etc.)
- Basecamp for internal communications
- Slack for internal communications
- Notion for internal documentation and legacy invoice management
- Pear Deck for Flashcard Factory import

You can review our full Privacy Policy anytime and let us know if you have any questions by contacting us at privacy@gimkit.com

Exhibit B

Gimkit group 1 - 100 licenses for 24-25



Receipt from Gimkit

Receipt #1965-1969

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$1,000.00	Aug 13, 2024, 6:58:56 AM	VISA - 7416

SUMMARY

Gimkit School License × 1	\$1,000.00
---------------------------	------------

Amount charged	\$1,000.00
-----------------------	-------------------

If you have any questions, visit our support site at <http://www.gimkit.com> or contact us at hello@gimkit.com.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at Gimkit, which partners with Stripe to provide invoicing and payment processing.

8/13/24, 8:02 AM

Your Gimkit receipt {#1733-2380}

Gimkit group 2 - 200 licenses for 24-25



Receipt from Gimkit

Receipt #1733-2380

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$1,000.00	Aug 13, 2024, 7:01:12 AM	VISA - 7416

SUMMARY

Gimkit School License × 1	\$1,000.00
Amount charged	\$1,000.00

If you have any questions, visit our support site at <http://www.gimkit.com> or contact us at hello@gimkit.com.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at Gimkit, which partners with Stripe to provide invoicing and payment processing.

Kirven, Anne - SSC

From: Lamoreaux, Bryan - ITC
Sent: Tuesday, August 6, 2024 11:53 AM
To: Kirven, Anne - SSC
Subject: Re: Gimkit

Thanks, Anne! This was a big win for our educators.

I will be in the office tomorrow after 11 if that works, or Thursday.

-Bryan

From: Kirven, Anne - SSC <akirven@psdschools.org>
Sent: Tuesday, August 6, 2024 11:30:23 AM
To: Lamoreaux, Bryan - ITC <blamoreaux@psdschools.org>
Subject: FW: Gimkit

Kate approved the Gimkit purchase of the two groups (\$2K for 300 licenses). If you can call it up on your screen, I can walk down and pay it with my pcard. Let me know when is a good time for you.
Anne



Anne Kirven
Department Tech II | Curriculum
2413 LaPorte Avenue | Fort Collins, CO 80521
office: 970-490-3131
email: akirven@psdschools.org

From: Canine, Kate - SSC <ccanine@psdschools.org>
Sent: Monday, August 5, 2024 7:03 PM
To: Kirven, Anne - SSC <akirven@psdschools.org>
Subject: RE: Gimkit

Thank you.

This is approved to do what is needed for the ultimate 300 licenses.

~Kate



QUOTE

PO BOX 19833
Seattle, WA 98109

Bill To:
PSD Educators (100 Member Cap)

Date: 08/01/2024

Balance Due: \$1,000.00

Item	Quantity	Rate	Amount
Gimkit School License Gimkit Pro for all educators at your school	1	\$1,000.00	\$1,000.00

Total: \$1,000.00

Notes:

You can access your quote and pay for this group at this link: <https://www.gimkit.com/quote/MdemRARA9>.

Our groups system is fully automated. We don't accept purchase orders via email or mail.

Visit the link above to upload your purchase order or pay with credit card. If paying with a purchase order, you'll receive an invoice immediately.

This license covers one physical school building.

If you have any questions, email us at groups@gimkit.com.

Terms:

Gimkit Pro License for your group

License starts when Group is activated with credit card or purchase order

License runs for 365 days from activation

Does not auto-renew

8/6/24 approved by Kate to purchase
2 group (300 licenses)
will wait up Bryan Lamoreaux to
pay up funds.



QUOTE

PO BOX 19833
Seattle, WA 98109

Bill To:
PSD Educators (200 Member Cap)

Date: 07/31/2024

Balance Due: \$1,000.00

Item	Quantity	Rate	Amount
Gimkit School License Gimkit Pro for all educators at your school	1	\$1,000.00	\$1,000.00

Total: \$1,000.00

Notes:

You can access your quote and pay for this group at this link: <https://www.gimkit.com/quote/hklYqdYTE>.

Our groups system is fully automated. We don't accept purchase orders via email or mail.

Visit the link above to upload your purchase order or pay with credit card. If paying with a purchase order, you'll receive an invoice immediately.

This license covers one physical school building.

If you have any questions, email us at groups@gimkit.com.

Terms:

Gimkit Pro License for your group

License starts when Group is activated with credit card or purchase order

License runs for 365 days from activation

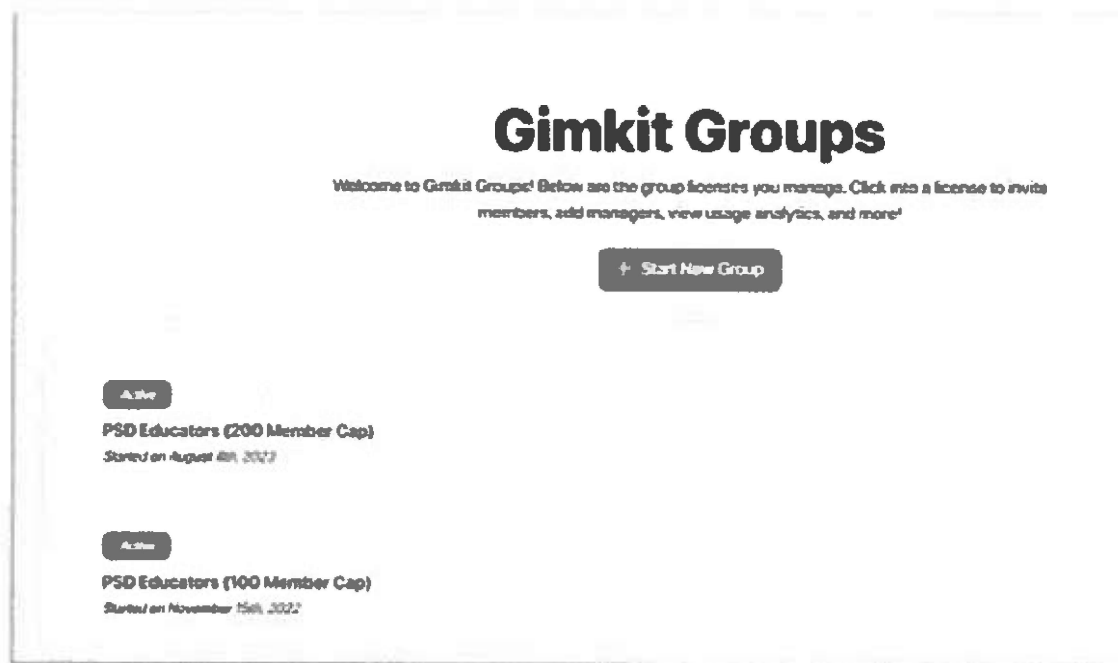
Does not auto-renew

Kirven, Anne - SSC

From: Lamoreaux, Bryan - ITC
Sent: Thursday, August 1, 2024 12:28 PM
To: Kirven, Anne - SSC
Subject: RE: Upcoming GimKit license Renewals...and Questions!

I've included the 2 quotes to renew the existing Groups. According to what I read in the response from GimKit, if we continue by renewing the existing 2 groups, we will not have to pay for a 3rd, saving us roughly \$1000 for the year.

Let me know how else I can help.



Bryan Lamoreaux
Information Technology Trainer
Information Technology
Poudre School District

 [970-490-3321](tel:970-490-3321)
 blamoreaux@psdschools.org
 it.pdschools.org
 2413 Laporte Ave, Fort Collins 80521

From: Kirven, Anne - SSC <akirven@psdschools.org>
Sent: Thursday, August 1, 2024 11:13 AM

To: Lamoreaux, Bryan - ITC <blamoreaux@psdschools.org>
Subject: FW: Upcoming GimKit license Renewals...and Questions!

If you can pull the quotes, I will seek approval from Kate.
Anne



Anne Kirven
Department Tech II | Curriculum
2413 LaPorte Avenue | Fort Collins, CO 80521
office: 970-490-3131
email: akirven@psdschools.org

From: Lamoreaux, Bryan - ITC <blamoreaux@psdschools.org>
Sent: Thursday, August 1, 2024 11:10 AM
To: hello@gimkit.com
Cc: Kirven, Anne - SSC <akirven@psdschools.org>
Subject: RE: Upcoming GimKit license Renewals...and Questions!

Rebecca,

This helps tremendously, thank you! We'll be sure to get in touch if we have any further questions.

Bryan Lamoreaux
Information Technology Trainer
Information Technology
Poudre School District

 [970-490-3321](tel:970-490-3321)
 blamoreaux@psdschools.org
 it.pdschools.org
 2413 Laporte Ave, Fort Collins 80521

From: Rebecca from Gimkit <hello@gimkit.com>
Sent: Thursday, August 1, 2024 11:07 AM
To: Lamoreaux, Bryan - ITC <blamoreaux@psdschools.org>
Cc: Kirven, Anne - SSC <akirven@psdschools.org>
Subject: Re: Upcoming GimKit license Renewals...and Questions!

Caution: This message was sent from outside of Poudre School District. Be sure you trust the sender before clicking links or opening attachments.

Hi Bryan,

Thanks for following up. I am happy to clarify the process.

Currently, Gimkit's group pricing is just two plans: **Department** and **School**.

Department covers 20 teachers and costs **\$650** a year.

School covers every teacher in your school and costs **\$1,000** a year. (This group can be shared among campuses/buildings up to 100 users.)

You have 2 School groups, currently. Your groups have been customized and given more than 100 users as a courtesy. One group has 150 seat limit, the other has 224 seat limit.

You can renew the groups that you already have for the \$1000 cost per group.

If you need your groups structured differently or if you need any additional seats, you'll need to start from scratch and purchase 3 groups that will each have a 100 seat limit.

If you want to renew the current groups, the first step is renewal quotes. Renewal quotes can be found in the group admin panel. Here are the steps to find that.

1. Start by logging into your account.
2. Go to <https://www.gimkit.com/groups>.
3. Click on the name of the group you'd like to renew.
4. Click "Renew."



a.

5. You'll be taken directly to your renewal quote!

You can use this quote any time to activate your new license with a purchase order or credit card. Your group members will be automatically imported to the new license.

The new group's expiration date will be set to whichever is later: a year from the current date or a year from the current license expiration.

You'll receive an invoice (PO payment) or receipt (Credit card payment) instantly. Our invoices have NET45 terms.

In case you need it, you can find step-by-step instructions on renewing Gimkit for your group [here](#).

Please let me know if you have any trouble with this process or if we can help with anything else!

Rebecca from Gimkit

On August 1, 2024 at 12:18 PM EDT blamoreaux@psdschools.org wrote:

Hey Rebecca, thanks for connecting with us!

As we dig deeper into the quote for our district's use, I just needed to clarify a few key points before we can move forward.

- **We will likely need 300 licenses.**
- **In the past, I was told we can only have about 200 people per group, due to the limits of your system and what it can display on those Administrator views.**
 - **If accurate, we would need at least 2 Groups.**
- **GimKit's easy quoting system appears to capture a whole school use, but is this pricing the same for a whole district? Again, only 300 users but likely would need 2 Groups.**

Thanks for any additional guidance you might be able to provide as we look at getting this quote and hopefully moving forward with another great year of GimKit use in our district.

Bryan Lamoreaux
Information Technology Trainer
Information Technology
Poudre School District

 [970-490-3321](tel:970-490-3321)
 blamoreaux@psdschools.org
 it.pdschools.org
 2413 Laporte Ave, Fort Collins 80521

From: Rebecca from Gimkit <hello@gimkit.com>

Sent: Wednesday, July 31, 2024 9:38 AM

To: Lamoreaux, Bryan - ITC <blamoreaux@psdschools.org>

Cc: Donahue, Dawn - SSC <ddonahue@psdschools.org>; Kirven, Anne - SSC <akirven@psdschools.org>

Subject: Re: Upcoming GimKit license Renewals...and Questions!

Caution: This message was sent from outside of Poudre School District. Be sure you trust the sender before clicking links or opening attachments.

Hi Bryan,

Rebecca here, hopping in for Phalarin who is out of the office for a few weeks.

Kirven, Anne - SSC

From: Canine, Kate - SSC
Sent: Monday, August 5, 2024 7:03 PM
To: Kirven, Anne - SSC
Subject: RE: Gimkit

Thank you.

This is approved to do what is needed for the ultimate 300 licenses.

~Kate

From: Kirven, Anne - SSC <akirven@psdschools.org>
Sent: Monday, August 5, 2024 7:14 AM
To: Canine, Kate - SSC <ccanine@psdschools.org>
Subject: RE: Gimkit

Kate,

Last year, we purchased 200 licenses but I think we had some unused licenses from the time before. Bryan's request for 24-25 is for 300 licenses based on the usage that he can see in IT. I believe he said we had 285 users for 23-24 but thinks that we could have a few more that request a license for this year.

There are two quotes, each for \$1000. Both groups would be renewed at the same time, removing the staggered approach used previously. One group is for 100 licenses, the other for 200. Essentially, by doing it this way and editing the groups already in existence, it will save the district about \$1000. Gimkit sells either a department license for up to 20 teachers for \$650/yr, or a school license for 100 teachers for \$1000/yr. I am not sure how, but Dawn got one of the groups up to 200 licenses. This is why Bryan is proposing that we continue to use the existing groups. If we set up new groups, they will be limited to 100 users each and cost an additional \$1000.

Anne



Anne Kirven
Department Tech II | Curriculum
2413 LaPorte Avenue | Fort Collins, CO 80521
office: 970-490-3131
email: akirven@psdschools.org

From: Canine, Kate - SSC <ccanine@psdschools.org>
Sent: Saturday, August 3, 2024 12:55 PM
To: Kirven, Anne - SSC <akirven@psdschools.org>
Subject: RE: Gimkit

Thank you. Can you help me understand a little more? Is this an option to purchase 100 or 200? Or is it the staggered approach like we have had before? How many licenses did we purchase last year?

Thanks,
~Kate

From: Kirven, Anne - SSC <akirven@psdschools.org>
Sent: Thursday, August 1, 2024 12:54 PM
To: Canine, Kate - SSC <ccanine@psdschools.org>
Subject: Gimkit

Hi Kate,

Attached are two quotes for Gimkit for 24-25. We have two groups that Bryan Lamoreaux would like to renew; one caps at 100, the other at 200. Page 5 of the attachment has the rep explaining the billing part of things. This remains an on-demand software and is under \$5K, so if approved, it can be purchased on a pcard. Historically, this has been paid from 64M.

Please let me know what you decide, and we will go from there.

Anne



Anne Kirven
Department Tech II | Curriculum
2413 LaPorte Avenue | Fort Collins, CO 80521
office: 970-490-3131
email: akirven@psdschools.org