SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN LIMINEX, INC, DBA GOGUARDIAN AND PEAR DECK LEARNING, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Amendment") effective as of April 14, 2025, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates (the "Contractor") executed June 14, 2023 and the First Amendment to the Agreement executed July 1, 2024 ("Agreement"), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. <u>Purpose of Amendment.</u> 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, 2025, 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, 2025 through June 30, 2026.

3. Amended Responsibilities.

- 3.1. Add to Exhibit A the Description of Services for Professional Product Training, hereby attached to this Second Amendment and made part of this Agreement.
- 3.2. Exhibit B is deleted hereby in its entirety.
- 3.3. Replace Exhibit B with Contractor's Quote Q-451993, hereby attached to this Second Amendment and made part of this Agreement.
- 3.4. Add Exhibit D with Contractor's Poudre School District's Tech Services PII Insurance Coverages and Certificate of Liability Insurance, hereby attached to this Second Amendment and made part of this Agreement.

4. Special Provisions.

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

5. General Provisions.

- 5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

LIMINEX, INC. DBA GOGUARDIAN AND PEAR DECK LEARNING, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES POUDRE SCHOOL DISTRICT R-1

Ry. Fabian Gauna

Name: Fabian Gauna

Title: Commercial Counsel

R David Montoya By:_____

R. David Montoya Chief Finance Officer/ Chief Operations Officer

By: Julie Chaplain (Jun 18, 2025 10:49 MDT)

Julie Chaplain, PhD Assistant Superintendent

Exhibit A

Professional	
Product Training	

One-hour, live virtual overview of product functionality for Admin users or teacher users. Commonly used for train-the-trainer programs.

Exhibit B

QUOTE # Q-451993 **DATE** 5/2/2025 **EXPIRATION DATE** 7/30/2025



Bill To

Poudre School District (CO) 2407 Laporte Ave Fort Collins, Colorado 80521 United States

Ship To

Dawn Donahue
Poudre School District (CO)
2407 Laporte Ave
Fort Collins, Colorado 80521-2297
United States
ddonahue@psdschools.org

Liminex, Inc.

dba GoGuardian and Pear Deck Learning 2030 E Maple Avenue Suite 100 El Segundo, California 90245 United States

Thank you for your interest in our products! This order form ("Order Form") identifies the Liminex products you have selected for subscription ("Licensed Product(s)"), the term of your initial subscription(s) to the Licensed Product(s) ("Initial Term"), the number of licenses included in your base subscription(s) ("Licenses"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("GoGuardian") and Pear Deck Learning ("Pear Deck Learning") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("Pear Deck"), Snapwiz, Inc. referred to herein as "Pear Assessment", Zorro Holdco LLC referred to herein as "Pear Deck Tutor", and Pear Practice ("Pear Practice") (together, "Liminex", "we", "us", "our"), and the organization listed below ("School," "you" or "your"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART#	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
14,000	GG- PRD1Y- 010000	Pear Deck Subscription with LMS Access	7/1/2025	6/30/2026	\$2.00	\$28,000.00
3	ProServ- PT1Y- 000001	Professional Product Training: One- hour, live virtual overview of product functionality for Admin users or teacher users. Commonly used for train-the-trainer programs.	7/1/2025	6/30/2026	\$500.00	\$1,500.00

TOTAL (USD): \$29,500.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("Add-Ons"). If we do not hear from you and you deployed additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "Subscription."

AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "Renewal Term," and together with the Initial Term, the "Term") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

QUOTE # Q-451993 DATE 5/2/2025 EXPIRATION DATE 7/30/2025



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("Innovation Increase"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

QUOTE # Q-451993 DATE 5/2/2025 EXPIRATION DATE 7/30/2025



SUPPORT RESPONSE TIME

Liminex will use commercially reasonable efforts to respond to customer support requests via emails, telephone, or online help desk, within the following time frame during our support hours between 8 a.m to 8 p.m Easterm Time, Monday through Friday, excluding public holidays.

Services PackageAverage Response TimeBoost2 business hoursAccelerate2 business hoursLaunch4 business hoursSustain4 business hours

Professional Development Addendum:

A "Professional Development Service" means an end-user training to be conducted by a member(s) of the GoGuardian Product Training Team, which may be broken down into multiple sessions ("Sessions"). The specific details, including the number of Sessions, the dates/times and what will be covered in the Sessions will be as discussed between you and a representative from the GoGuardian Product Training Team, and will be confirmed via a Zoom link to be sent out. The Professional Development Service is subject to the terms below and the terms set forth in the Order Form:

- Virtual Sessions must be booked at least seventy-two (72) hours in advance and in-person Sessions must be booked at least four (4) weeks in advance
 - Please contact your account representative to schedule a Session and you will receive a Zoom link indicating that your Session has been booked.
 - Sessions and any rescheduled Sessions are always subject to the availability of the GoGuardian Product Training Team
- If you need to cancel or reschedule a previously scheduled virtual Session, you must do so at least twenty-four (24) hours in advance.
 - If you cancel within the twenty-four (24) hour window, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- If you need to cancel or reschedule a previously scheduled in-person Session you must do so at least 5 days in advance.
 - If you cancel within the 5 day window, the Session will be deducted from your Professional Development Services and no refund will be provided for that training day.
- If you do not attend a scheduled Session and do not cancel at least twenty-four (24) hours in advance ("No-Show"), you will not be able to reschedule such Session, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- Any Professional Development services will be valid for 1 (one) year post purchase date.
 - Any remaining Sessions will be canceled after such date, and you will not be eligible to receive any refunds.

These terms enable the GoGuardian Product Training team to provide the highest quality training possible. By adhering to these guidelines, both parties are ensuring the best level of customer satisfaction.

Signature:	
Name:	
-···	
Title:	

Email:

QUOTE # Q-451993 **DATE** 5/2/2025 **EXPIRATION DATE** 7/30/2025



-	
Accounts Payable Name:	
Accounts Payable Email:	
PO Number (Optional):	
Additional Notes (requests for delayed invoicing, etc.):	

Exhibit D

Poudre School District Tech Services with PII

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 10 shall not reduce the indemnification liability that Provider has assumed in section 11.

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

11/1/2025

DATE (MM/DD/YYYY) 5/1/2025

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).

	anicate accenter comer rights to the continuate helder in hea or ex	ion ondorsonioni(o).			
INSURED 1550037	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767	CONTACT NAME: PHONE (A/C, No, Ext): (E-MAIL ADDRESS:	FAX (A/C, No):		
	8110 E Union Ave., Ste. 100 Denver CO 80237	INSURER(S) AFFORDING COVERAGE	NAIC#		
	denver-certs@lockton.com	INSURER A: National Fire Insurance Co of Hartford	20478		
	GoGuardian Holdings, Inc.	INSURER B: The Continental Insurance Company	35289		
	2030 E Maple Ave	INSURER C: Endurance American Specialty Insurance Co.	41718		
	El Segundo CA 90245	INSURER D: American Casualty Company of Reading, PA	20427		
		INSURER E :			
		INSURER F:			
•	·	·			

COVERAGES CERTIFICATE NUMBER: 21697522 REVISION NUMBER: XXXXXXX

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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	7094763233	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	N	N	7094763247	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXX
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
							\$ XXXXXX
В	X UMBRELLA LIAB X OCCUR	N	N	7094763197	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED X RETENTION\$ 10,000						\$ XXXXXX
В	B AND PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N	7094763216 (CA)	11/1/2024	11/1/2025	X PER OTH- STATUTE ER
D				7094763202 (AOS)	11/1/2024	11/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Tech E&O	N	N	ACP30072443000	11/1/2024	11/1/2025	\$5,000,000 Limit/Agg \$250,000 Retention
C	Claims Made-Retroactive Date			08/23/2022			, 4230,000 Recention

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

Named Insured Continued: Liminex, Inc. dba GoGuardian and Pear Deck Learning; Pear Deck, Inc.; Snapwiz Inc.; Zorro Holdco, LLC. Poudre School District R-1 and its elected officials, employees, agents, and volunteers are named as Additional Insureds to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Notice of Cancellation applies per attached letter or endorsement(s).

CERTIFICATE HOLDER	CANCELLATION See Attachment
21697522 Poudre School District 2407 LaPorte Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Collins CO 80521	AUTHORIZED REPRESENTATIVE

© 1988-2045 ACORD CORPORATION. All rights reserved.



Poudre School District

2407 LaPorte Avenue

Fort Collins, CO 80521

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **21697522**.

• Email: PacificeDelivery@lockton.com

• Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

Liminix_GoGuardian_PearDeck - 2025-2026 - Second Amendment - Final V2 - Vendor Signed

Final Audit Report 2025-06-18

Created: 2025-06-17

By: Becky Hall (rehall@psdschools.org)

Status: Signed

Transaction ID: CBJCHBCAABAAyTJXtK4NP80g6hja_k1XGNhKsGDWO1Jk

"Liminix_GoGuardian_PearDeck - 2025-2026 - Second Amendment - Final V2 - Vendor Signed" History

- Document created by Becky Hall (rehall@psdschools.org) 2025-06-17 5:16:09 PM GMT- IP address: 164.104.6.135
- Document emailed to Julie Chaplain (jchaplain@psdschools.org) for signature 2025-06-17 5:17:01 PM GMT
- Email viewed by Julie Chaplain (jchaplain@psdschools.org)
 2025-06-18 4:48:37 PM GMT- IP address: 104.47,55,254
- Document e-signed by Julie Chaplain (jchaplain@psdschools.org)

 Signature Date: 2025-06-18 4:49:07 PM GMT Time Source: server- IP address: 24.8.68.162
- Document emailed to Dave Montoya (davem@psdschools.org) for signature 2025-06-18 4:49:11 PM GMT
- Email viewed by Dave Montoya (davem@psdschools.org) 2025-06-18 4:49:35 PM GMT- IP address: 164.104.10.1
- Document e-signed by Dave Montoya (davem@psdschools.org)

 Signature Date: 2025-06-18 4:50:02 PM GMT Time Source: server- IP address: 164.104.10.1
- Agreement completed. 2025-06-18 - 4:50:02 PM GMT