

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN IXL LEARNING, INC AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective March 25, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and IXL Learning, Inc. (the “Contractor”) executed June 12, 2023 (“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 June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024 through June 30, 2025.
3. **Amended Responsibilities**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Data Collection, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Pricing Guide 2024, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.5. Exhibit C is deleted hereby in its entirety.
 - 3.6. Add Contractor’s VPAT, Version 2.3 hereby attached as Exhibit D to this Second Amendment and made a part of this Agreement.
 - 3.7. Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1
Attn: ~~Tracy Stibitz~~
2407 LaPorte Avenue
Fort Collins, CO 80521

E-mail: tstibitz@psdschools.org

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

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.

1. **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.

IXL LEARNING, INC

POUDRE SCHOOL DISTRICT R-1

By: *Paul Mishkin*

By: _____

Paul Mishkin
Chief Executive Officer

R. David Montoya
Chief Finance Officer

By: _____

Julie Chaplain
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.*

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.*

program/application performance

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

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.*

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

6. Please provide:

- Current quote (if available)

- Tiered pricing for future purchases

- Name and email for contract notices

- Name and title of person who will sign the contract

- Does the system allow integration for rostering?

Yes No

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

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?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

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

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit B

Here is our updated pricing for the 24/25 school year. The district's subscription expires on 6/30/24. The price is based on the total number of students who renew, not based on each school's request. Ex: A school may request 300 students, but if the district has a total of 4,000 students request, then they would pay the 2,500 student rate threshold. Let me know if you have any questions.

Students	1- subj	2- subj	3- subj	4- subj	Spanish
250	\$11.50	\$17.00	\$21.00	\$23.00	\$7.00
1,000	\$11.00	\$16.50	\$20.50	\$22.50	\$6.50
2,500	\$10.50	\$16.00	\$20.00	\$22.00	\$6.00
5,000	\$10.00	\$15.50	\$19.50	\$21.50	\$5.50
7,500	\$9.75	\$15.25	\$19.00	\$21.00	\$5.25
10,000	\$9.50	\$15.00	\$18.00	\$20.00	\$5.00
15,000	\$9.25	\$14.75	\$17.50	\$19.50	\$4.75
20,000	\$9.00	\$14.50	\$17.00	\$19.00	\$4.50

1. Any other additional licensing and pricing information that we might need (i.e. minimum order requirements, tiered pricing structures, etc.)
****All orders are in increments of 25. The tiered pricing structure is above.**
2. What type of licensing do you provide (i.e.: Student, Site, Teacher, ...)? You currently have a district level account and schools can decide if they would like to purchase or not taking advantage of our tiered pricing model.
3. Do you support Clever Rostering? Yes, you are currently rostering with Clever and use SSO.
 - a. If Clever rostering is supported, are there any details about the way Clever rostering works that you can provide?
4. Do you support SFTP rostering? If so, can you provide us a specification? Yes, however, you are using Clever to roster.
5. Do you support other types of rostering? Classlink
6. Do you have any links to rostering documentation or general support documentation you can provide? For roster and LMS integrations please reach out to Lindsey Francis at lindseyf@xv.com.

Exhibit D



IXL Learning, Inc. Accessibility Conformance Report

Revised Section 508 Edition

VPAT® Version 2.3 – December 2018

Name of Product/Version: IXL

Product Description: IXL Learning is a personalized learning platform that provides standards-aligned content for math, English language arts, science, social studies and Spanish.

Date: May 25, 2023

Contact information: help@ixl.com

Notes: N/A

Evaluation Methods Used:

The following screen readers were tested on desktop/laptop devices:

- JAWS (Windows)
- NVDA (Windows)
- VoiceOver (MacOS)
- ChromeVox (ChromeOS)

These were paired with Chrome on MacOS/Windows, FireFox on MacOS/Windows, Safari, and Microsoft Edge.

Since screen readers read out different things while tabbing through a site vs. reading through a site, IXL split testing results between these two navigation methods. IXL tested while signed out as well as signed in as different types of users.

Based on our testing results, IXL recommends that students use JAWS on Windows or VoiceOver on MacOS for the best user experience. IXL will investigate how to optimize our updates for ChromeVox and NVDA, as well as continue to improve accessibility for the entire student experience.

This evaluation is limited to pages comprising the student experience on IXL, which includes signing into the product, answering questions, reading explanations, and more. Because it is not practical to measure the exact percentage of support for the various standards, IXL used the “Partially Supports” terminology when at least some of the assessed functionality met and/or was designed to meet a standard.

Applicable Standards/Guidelines

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

Standard / Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

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

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

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

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

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

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	<p>Web: Partially Supports</p>	<p>Web: IXL applies proper labeling and context for controls and inputs in most cases. Although IXL does not frequently rely on time-based media, it provides descriptive alternatives in most cases. IXL enables assistive technologies to ignore purely decorative non text content. For some skills that require the user to analyze an image in order to complete the skill, IXL has text alternatives that can be read by assistive technologies.</p>
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	<p>Web: Supports</p>	<p>Web: In most instances, IXL only uses audio as a media alternative for text, and it is clearly labeled as such. The only case in which this is not true is when a singular presentation medium (in this case audio) is strictly required as part of the educational objective.</p>
<p><u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	<p>Web: Supports</p>	<p>Web: Instructional videos in IXL skills provide English captions for students. We are currently in the process of expanding this support to Spanish captions in skills that offer Spanish translation.</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	<p>Web: Not applicable</p>	<p>Web: IXL does not implement synchronized media, so this does not apply.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	<p>Web: Partially Supports</p>	<p>Web: In most cases, IXL groups related links into lists and includes descriptive headers when possible to convey the same information, structure, and relationships that are conveyed through presentation.</p>
<p><u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	<p>Web: Partially Supports</p>	<p>Web: In most cases, IXL matches the tab order to the order of elements in the DOM, so users will interact with each element in the intended order.</p>
<p><u>1.3.3 Sensory Characteristics</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	<p>Web: Supports</p>	<p>Web: When navigating the product, students are not required to solely rely on sensory characteristics like shape, size, or visual location to understand instructions.</p> <p>Questions in IXL skills may reference these characteristics when they're essential to the educational objective of the skill (eg - Name the two-dimensional shape).</p>
<p><u>1.4.1 Use of Color</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	<p>Web: Supports</p>	<p>Web: Students can use IXL and navigate the product without solely relying on color to glean information or understand the meaning of user interface elements.</p> <p>There are a small number of skills where identifying color is the main educational objective (eg - Use color words).</p> <p>There are a small number of skills that rely on color in ways that aren't educationally essential (eg - Color patterns). For these skills, IXL offers alternative skills that allow students to learn the</p>

Criteria	Conformance Level	Remarks and Explanations
		concept without needing to identify color (eg - Shape patterns).
<p><u>1.4.2 Audio Control</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Not Applicable	Web: IXL does not automatically play any audio, so this does not apply.
<p><u>2.1.1 Keyboard</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	<p>Web: Students can navigate the product using a keyboard in addition to a pointing device like a mouse.</p> <p>The vast majority of IXL skills can be practiced using a keyboard, including question types like multiple choice text, multiple choice images, questions with text input, and drag and drop. A smaller number of skills with complex interactions like graphing do not support keyboard input at this time.</p>
<p><u>2.1.2 No Keyboard Trap</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: When navigating the product, students trained in the use of IXL's preferred screen reader will be able to move focus away with just a keyboard interface from any previously focused component.
<p><u>2.2.1 Timing Adjustable</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: For the completion of tasks on the product, IXL does not include any time limits that would cause unexpected changes in the content.

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.2.2 Pause, Stop, Hide</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	Web: Partially Supports	Web: When navigating the product, students should not encounter moving, blinking, scrolling, or auto-updating information. There are a few places where animations occur as part of a preload phase, and we do not currently indicate that progress is happening.
<p><u>2.3.1 Three Flashes or Below Threshold</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	Web: Supports	Web: When navigating the product, students should not encounter any content that flashes more than three times in any one second period.
<p><u>2.4.1 Bypass Blocks</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software </p>	Web: Partially Supports	Web: Students can bypass the navigation during skills practice, but they cannot currently bypass repeated content when navigating throughout the site.
<p><u>2.4.2 Page Titled</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	Web: Supports	IXL includes titles for all pages that describe the topic or purpose.
<p><u>2.4.3 Focus Order</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	Web: Supports	Web: Focusable components on IXL pages receive focus in an order that preserves meaning and operability.
<p><u>2.4.4 Link Purpose (In Context)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) </p>	Web: Supports	Web: The purpose of links on IXL can be determined from the link text alone.

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.1.1 Language of Page</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: The default human language of each page on IXL can be programmatically determined.
<p><u>3.2.1 On Focus</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: When any component on IXL receives focus, it does not initiate a change of context.
<p><u>3.2.2 On Input</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: Students will not initiate a change of context upon changing the setting of any user interface component.
<p><u>3.3.1 Error Identification</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Partially Supports	Web: In most cases, IXL identifies errors and describes them to students in text.
<p><u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Partially Supports	Web: In most cases, IXL provides students with sufficient labeling or instructions when content requires user input.
<p><u>4.1.1 Parsing</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)</p>	Web: Supports	Web: HTML elements on IXL have complete start and end tags, are nested according to their specifications, do not contain duplicate attributes, and any IDs are unique.

Criteria	Conformance Level	Remarks and Explanations
<p><u>4.1.2 Name, Role, Value</u> (Level A)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	Web: Supports	Web: The name, role, and value of user interface components that students engage with can be identified programmatically. This holds true for website navigation and the majority of common question types like multiple choice text, multiple choice images, text input, and simple drag and drop questions. More complex question types like graphing are not supported at this time, and we are working to review and expand this coverage over time.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.2.4 Captions (Live)</u> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	Web: Not Applicable	Web: IXL does not offer students any live audio content.
<p><u>1.2.5 Audio Description (Prerecorded)</u> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	Web: Does Not Support	Web: Audio description is currently not provided for instructional videos appearing in IXL skills.
<p><u>1.4.3 Contrast (Minimum)</u> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) 	Web: Partially Supports	Web: On some IXL pages where students are engaging with essential components, the color contrast ratio for at least some components does not meet 4.5 : 1. IXL is investigating options to improve color contrast.
<p><u>1.4.4 Resize text</u> (Level AA)</p> <p>Also applies to:</p>	Web: Partially Supports	Web: In most cases on IXL, text can be resized without assistive technology up to 200 percent

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 • 501 (Web)(Software)		without loss of content or functionality.
<u>1.4.5 Images of Text</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Students should not encounter images of text used to convey information rather than text outside of the logo or other text where a particular presentation is essential.
<u>2.4.5 Multiple Ways</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: Supports	Web: Users can navigate IXL using the search bar, the primary navigation at the top of the page, or the site map in the footer.
<u>2.4.6 Headings and Labels</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Partially Supports	Web: In most cases where IXL provides headers and labels for content, they describe the topic or purpose.
<u>2.4.7 Focus Visible</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Partially Supports	Web: In most cases when students navigate IXL with a keyboard interface, a keyboard focus indicator is visible.
<u>3.1.2 Language of Parts</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Partially Supports	Web: IXL is available in six different languages, and within each edition, all pages are marked with the appropriate language tag. There are three different locations where users can change their edition, and the names of those editions appear in their native languages. The human language of each passage or phrase in those sections can't currently be programmatically determined.
<u>3.2.3 Consistent Navigation</u> (Level AA) Also applies to:	Web: Supports	Web: IXL has a consistent location for its search bar, main navigation and sub

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software		navigation on every page.
<u>3.2.4 Consistent Identification</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: Partially Supports	Web: In most places, components on IXL that have the same functionality within a set of pages are identified consistently.
<u>3.3.3 Error Suggestion</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Partially Supports	Web: In most cases, IXL identifies input errors as they happen and provides in-line validation that instructs users what input is required.
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: When users submit, modify, or delete user controllable data on IXL, those submissions should either be reversible, checked, or confirmed.

Table 3: Success Criteria, Level AAA

Notes: We have not yet evaluated IXL at the AAA level.

Legal Disclaimer (Company)

The foregoing VPAT is provided on a good-faith basis based on IXL’s current understanding of the compliance of the IXL Service with the standards and criteria set forth above. This VPAT was created by IXL employees based on their knowledge of the WCAG standards and the IXL Service. This VPAT does not reflect a comprehensive audit of the IXL Service or an expert opinion regarding the accessibility of the IXL Service. Accordingly, this documentation is provided “AS-IS” without any warranty or guarantee. If any suspected errors are found in this documentation, please promptly contact IXL so that we may investigate.

**SOFTWARE SERVICES AGREEMENT
BETWEEN IXL LEARNING, INC.
AND POUUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 12th day of June 2023, by and between Poudre School District R-1 (the “District”) and IXL Learning, Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. 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.**

2.1. The Contractor shall make its web-based math program for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for all Services shall not exceed the pricing as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.2.1. Additional Services purchased shall not exceed the pricing outlined in Exhibit B, and shall be provided to additional District locations at the rate of the last received Contractor quote for any additional purchases.

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

- 2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.3.2. Products, quotes or Services provided to schools, which do not comply with this section 2.3 will be considered non-conforming and unauthorized.
- 2.3.3. Dates for Services shall not exceed the dates specified in section 1.1.
- 2.3.4. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.3.5. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.3.6. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.4. 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 ID 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, TIN and bank account verification.

- 2.5.1. Contractor will provide invoices for the Services at the rate specified in B. 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 exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

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-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. 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 3.4 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

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

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District’s possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* (“CORA”). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”), the Contract is amended to add the language in this section 7. Under the Act, a “school service contract provider” is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a “school service.” Under the Act, a “school service” is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential

student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

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

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

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

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

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

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

10. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

IXL Learning, Inc.
Attn: Legal Department
777 Mariners Island Boulevard
Suite 600
San Mateo, CA 94404
Email: legalnotices@ixl.com

11. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Coverage must be written on an "occurrence" basis. | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. | |

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

Minimum Limits

- | | |
|-------------|-------------|
| a. Per Loss | \$1,000,000 |
|-------------|-------------|

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

The insurance shall provide coverage for:

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

12. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

13. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

14. **General Provisions.**

14.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

14.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

14.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

14.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

14.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

14.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

14.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

14.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

14.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

14.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

14.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

14.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

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

14.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

14.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

14.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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

IXL Learning, Inc.

POUDRE SCHOOL DISTRICT R-1

By: *Paul Mishkin*

By: *R. David Montoya*
R David Montoya (Jun 20, 2023 14:31 MDT)

Name: Paul Mishkin
Title: Chief Executive Officer

R. David Montoya
Chief Finance Officer

By: *Traci Gile*
Traci Gile (Jun 20, 2023 13:19 MDT)

Traci Gile, PhD
Assistant Superintendent of Schools

Exhibit A



777 Mariners Island Boulevard, Suite 600
San Mateo, California 94404

C.R.S. 22-16-108 Disclosure for Poudre School District

IXL Service (www.ixl.com) by IXL Learning, Inc.

Student Personally Identifiable Information	Learning Purpose	How IXL Uses and Shares Information
Student first and last name (optional)	Identify student to student and teachers	Display to student and teachers
Student ID number (optional)	Identify student to student and teachers	Display to student and teachers
Student or parent email address (optional)	Communication regarding account	Password reset e-mails Progress e-mails
Student username	Secure and identify student account	User authentication

IXL may also store and process additional information relating to a student, including: grade, student username/password, teacher name, teacher e-mail, teacher username/password, user-defined fields to the extent provided by the school, question answers (e.g., which IXL skill was being practiced, timestamp when question was submitted, question that was answered, the student's response to the question, was the answer correct/incorrect, student's scores (0-100) on the skill after answering the question, and badges/awards), and audit information (e.g., username, timestamp, IP address, coarse geolocation data from IP address (city/county), operating system, device type and OS, browser type/version). The above information is used to provide and maintain the IXL Service.

IXL stores and processes the above student personally identifiable information on servers that it controls to provide the IXL Service. IXL does not disclose personally identifiable information of District students to any subcontractor for the purpose of performing its obligations under its Agreement with the District.

Last updated: November 10, 2017

IXL Information Security Policies and Procedures

Introduction

IXL's information security is a top priority to the company. IXL employs reasonable organizational and technical means to prevent unauthorized access, use, alteration, or disclosure of customer data stored on systems under IXL's control.

1. **Access to customer data.** IXL limits its personnel's access to customer data as follows:
 - Requires unique user credentials and two-factor authentication to access network environments containing user data;
 - External connections to all production systems are limited to encrypted and secure protocols, and governed by firewall rules that grant the minimal amount of access required to perform required functions; and
 - Limits access to customer data to employees with a business need for access.

2. **Data encryption.** IXL provides encryption for customer data as follows:
 - Network connections to IXL's production environment utilize Transport Layer Security (TLS) or Secure Shell (SSH);
 - All data stored in IXL's production environment is encrypted at rest using AES-256 bit encryption; and
 - All data stored on IXL-owned laptops is encrypted at rest.

3. **Data Security Measures**
 - IXL employs automated log collection and audit trails for production systems.
 - Connections originating from untrusted networks segments will be governed by firewall rules and other security safeguards that grant the minimal access required to access the intended service provided by the company.
 - System passwords and access keys are stored in a privileged location accessible only to IXL security administrators, and all credentials are changed from factory default settings.
 - Production systems receive regular maintenance to apply security patches; and
 - Physical access to systems requires security RFID badges and biometric authentication, and is limited to IT staff performing physical maintenance.

4. **Independent security assessments.** IXL utilizes the following third-party services to evaluate and certify IXL's security methodology:
 - Undergoes monthly third-party network vulnerability scanning and assessment tests;
 - Maintains PCI-DSS Compliance Level 2; and
 - Randomly selects employees for security assessment practical examination on an ongoing basis.

5. Incident response. In the event of a data breach, a thorough post mortem will be conducted to identify the cause and scope of the breach, systems will be patched in a timely manner if necessary, and changes to security methodology will be implemented if warranted. IXL will also comply with any contractual and legal obligations regarding notification of data breaches.

6. Personnel Management. IXL requires its employees to conform to information security standards as follows:

- Performs employment verification, including proof of identity validation and criminal background checks for all new hire;
- Conducts on-going training with IXL employees on network security practices and company data handling procedures; and
- Revokes employee access to IXL networks and services upon departure from the company.

7. Modifications to policy. From time to time, IXL may modify this policy and its security procedures, but will not materially reduce the overall level of information security. IXL will provide any updates to policy upon request.

Last Modified: November 10, 2017

Exhibit B



POUDRE SCHOOL DISTRICT

NORTHERN COLORADO



one subject: \$9.00/student

two subjects: \$14.50/student

three subjects: \$17.00/student

four subjects: \$19.00/student

This special pricing will be utilized throughout the year for any upgrades (and due to the already discounted pricing, we will not be offering prorated pricing).



20+ years
of edtech
excellence



Over 60 billion
questions answered
and counting



Used by
8 million
students



Trusted by over
400,000
teachers



Implemented in
95 of the top 100
U.S. school districts

Exhibit C



Poudre School District

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

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

CONFLICT OF INTEREST

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

SALES CALLS

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

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

VIOLATIONS

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

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

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff