

**FOURTH AMENDMENT TO PHOTOGRAPHY SERVICES AGREEMENT  
BETWEEN SHUTTERFLY LIFETOUCH, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Amendment”) effective as of November 7, 2024 (“Effective Date”), is attached to and forms part of the Photography Services Agreement between Poudre School District R-1 (the “District”) and Shutterfly Lifetouch, LLC (the “Contractor”), executed January 21, 2021, the First Amendment to the Agreement executed January 31, 2022, the Second Amendment to the Agreement executed November 10, 2022, and the Third Amendment to the Agreement executed February 7, 2024, each 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, the First Amendment, the Second Amendment or the Third Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fourth 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.** At the conclusion of the term dated August 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025 through August 31, 2026.
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2. Replace Exhibit B with Contractor’s Lifetouch Service Agreement, hereby attached to this Fourth Amendment and made part of this Agreement.
4. **Special Provisions.**
  - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
  - 5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
  - 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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

SHUTTERFLY LIFETOUCH, LLC

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

Andrea Bieker

Title: Account Representative

By: \_\_\_\_\_

R. David Montoya  
Chief Finance Officer

By: \_\_\_\_\_

Traci Gile, PhD  
Assistant Superintendent

# Exhibit B



## Service Agreement

### O'Dea Core Knowledge

Lifetouch ID: 10549

Account Representative Email: [abieker@lifetouch.com](mailto:abieker@lifetouch.com)

School Year(s): 2025-2026

Agreement Length: 1

#### Account Information

O'Dea Core Knowledge

312 Princeton Road

Fort Collins, CO 80525-1752

Main Phone: 970-488-4450

Enrollment: 420

Grades: K - 5

#### Summary of Programs Provided

✓ Fall Individuals	Yearbook	Groups	Commencements
Spring Individuals	Prestige Seniors	Dance	Other/Misc
Underclass Grads	Sports	Special Events	

\*All dates are tentative and subject to change or TBD if blank.

#### Account Services

✓ Yearbook - Media CD/DVD

Storefront

Storefront Contact:

✓ Lifetouch Portal

Lifetouch Portal Contact: Tammy Cline

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

#### Other Services

Photo Labels

Photo Directory

Digital Media Download - Medium Res - Yearbook

#### Additional Details

Product/Service	Commission
Fall Individual	Eligible for up to 15% commission paid on net sales to end customers based upon % of students with purchases.

## Contact information

Contact Name	Title	Phone	Email
Laura Corso	Principal	970-484-6314	lcorso@pedschools.org

## Agreement Terms

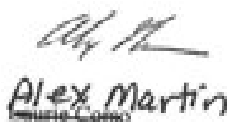
The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your exclusive professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. You are solely responsible for obtaining staff and parent or guardian consent to, or opt out of, (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services). Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited to the amount you paid for services. Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act. Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

## Signatures



Andrea Bieker

Sales Account Executive - School

  
Alex Martin  
Laura Corso

Principal

**THIRD AMENDMENT TO  
THE PHOTOGRAPHY SERVICES AGREEMENT  
BETWEEN SHUTTERFLY LIFETOUCH, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) dated the 7th day of February 2024 (“Effective Date”), is attached to and forms part of the Photography Services Agreement between Poudre School District R-1 ( the “District”) and Shutterfly Lifetouch, LLC ( the “Contractor”), executed January 21, 2021, the First Amendment to the contract executed January 31, 2022 and the Second Amendment to the contract executed November 10, 2022, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Shutterfly Lifetouch, LLC Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the 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 August 31, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2 Replace Exhibit B with Lifetouch Service Agreement hereby attached to the Third Amendment and made part of this Agreement.
  - 3.3. 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

4. **Special Provisions.**

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

5. **General Provisions.**

5.1. **Entire Agreement.** The original Agreement, the First Amendment, Second Amendment and this Third Amendment constitute 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 AGREEMENT WAS INTENTIONALLY LEFT BLANK

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


SHUTTERFLY LIFETOUCH, LLC

POUDRE SCHOOL DISTRICT R-1

By:   
Andrea Bieker (Feb 7, 2024 16:15 MST)  
Andrea Bieker

By: 

R. David Montoya  
Chief Finance Officer

By: 

Traci Gile  
Assistant Superintendent

# Exhibit B



# Service Agreement

## O'Dea Core Knowledge

Lifetouch ID: 10549

Account Representative Email: abieker@lifetouch.com

School Year(s): 2024-2025

Agreement Length: 1

### Account Information

O'Dea Core Knowledge

312 Princeton Road

Fort Collins, CO 80525-1752

Main Phone: 970-488-4450

Enrollment: 440

Grades: K - 5

### Summary of Programs Provided

- |  |   |   |  |
|--|---|---|--|
| <input checked="" type="checkbox"/> Fall Individuals | <input type="checkbox"/> Yearbook         | <input type="checkbox"/> Groups         | <input type="checkbox"/> Commencements |
| <input type="checkbox"/> Spring Individuals          | <input type="checkbox"/> Prestige Seniors | <input type="checkbox"/> Dance          | <input type="checkbox"/> Other/Misc    |
| <input type="checkbox"/> Underclass Grads            | <input type="checkbox"/> Sports           | <input type="checkbox"/> Special Events |  |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	09/05/2024	09/05/2024					
<b>Additional Notes:</b> 2 cameras							
Fall Individual - Retake (Fall Individuals)	10/24/2024	10/24/2024					
<b>Additional Notes:</b> retakes - one camera							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> Yearbook - Media CD/DMD |                                       |
| <input type="checkbox"/> Storefront                         | Storefront Contact:                   |
| <input checked="" type="checkbox"/> Lifetouch Portal        | Lifetouch Portal Contact: Tammy Cline |

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo Labels

Photo Directory

Digital Media Download - Medium Res - Yearbook

### Additional Details

Description	Incentive Details
Fall Individual	Eligible for up to 15% commission paid on net sales to end customers based upon % of students with purchases.

## Contact information

Contact Name	Title	Phone	Email
Laurie Corso	Principal	970-484-6314	lcorso@psdschools.org
Tammy Cline	Administrative Assistant	970-484-6314	tcline@psdschools.org

## Agreement Terms

Per the terms of the Photography Service Agreement between Shutterfly Lifetouch, LLC and Poudre School District R-1

## Signatures

Name: Andrea Bieker

Title: Sales Account Executive - School

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Poudre School District

Name: Laurie Corso

Title: Principal

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECOND AMENDMENT TO THE PHOTOGRAPHY SERVICES AGREEMENT  
BETWEEN SHUTTERFLY LIFETOUCH, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 10<sup>th</sup> day of November 2022, is attached to and forms part of the Photography Services Agreement between and Poudre School District R-1 (the “District”) and Shutterfly Lifetouch. LLC (the “Contractor”) executed January 21, 2021 and the First Amendment to the Agreement executed January 31, 2022 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

2.1. At the conclusion of the term dated August 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023 through August 31, 2024.

3. **Special Provisions.**

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

4. **General Provisions.**

4.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

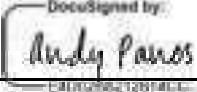
4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SHUTTERFLY LIFETOUCH, LLC

POUDRE SCHOOL DISTRICT R-1

By:  \_\_\_\_\_

Andy Panos  
Vice President Sales

By:  \_\_\_\_\_

R. David Montoya  
Executive Director of Finance

By:  \_\_\_\_\_

Scott Nielsen  
Assistant Superintendent of Secondary  
Schools

**FIRST AMENDMENT TO THE PHOTOGRAPHY SERVICES AGREEMENT  
BETWEEN SHUTTERFLY LIFETOUCH, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 31<sup>st</sup> day of January 2022, is attached to and forms part of the Photography Services Agreement (“Agreement”) between Poudre School District R-1 (the “District”) and Shutterfly Lifetouch, LLC (the “Contractor”) executed January 21, 2021, 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 Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this First Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2022 through August 31, 2023.
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2. Replace Exhibit B with Lifetouch Services, Data and Third-Party Information, hereby attached to this First Amendment and made part of this Agreement.
4. **Special Provisions.**
  - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
  - 5.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
  - 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

SHUTTERFLY LIFETOUCH, LLC


POUDRE SCHOOL DISTRICT R-1

By:  \_\_\_\_\_

Andy Panos  
Vice President Sales

By:  \_\_\_\_\_

R. David Montoya  
Executive Director

By:  \_\_\_\_\_  
snielsen@psdschools.org | snielsen@psdschools.org (Feb 28, 2022 14:17 MST)

Scott Nielson  
Assistant Superintendent of Secondary Schools

# Exhibit B

## Lifetouch Services, Data and Third-Party Information

Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as “most used” or “used by x amount of schools”.

Lifetouch will provide one or more of the following Services to District schools who engage Lifetouch as their official school photographer and or yearbook provider:

- Lifetouch Portal – online service for the secure transfer of student data which is needed for Picture Day execution and to provide schools with the images after Picture Day.
- Lifetouch internet-based Yearbook building software application. Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.
- To produce and deliver to schools the products and services they request as described in the Service Agreement
  - This may include Color Portrait Strips, Yearbook CD, Id Cards for Students and Staff and Images for the school's Student Information System, i.e., PowerSchool
- To provide parents of students photographed opportunities to purchase student and class pictures and yearbooks;

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

Lifetouch requests to receive the following information from Poudre School District:

- Student First Name: used to correctly match student image and data
- Student Last Name: used to correctly match student image and data
- Student Grade: used to correctly match student image and data
- Student Teacher: used to correctly match student image and data
- Student ID number: used to provide barcoded Id Cards where appropriate and provide an accurate match with the schools PowerSchool system

The only other data we capture is the date and time the student or staff member's image was captured. This information is only used if we need to find a student or staff member's image and we cannot find it using the name, grade, teacher or Id Number.

What is the purpose of collecting the data?

## Lifetouch Services, Data and Third-Party Information

- This data is collected and used so we can successfully provide the schools in the Poudre School District the products they request. We link this data with the student image we capture on Picture Day and provide the schools Yearbook CD's, Color Portrait Strips, and electronic files which they can import into their PowerSchool system.

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

- Lifetouch does not use third party vendors. We print and store all image files in-house.

**PHOTOGRAPHY SERVICES AGREEMENT  
BETWEEN SHUTTERFLY LIFETOUCH, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Photography Services Agreement (“Agreement”) is effective as of this 21<sup>st</sup> day of January 2021, by and between Poudre School District R-1 (“District”) and Shutterfly Lifetouch, LLC (“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. Entity Name Change.**

1.1. Effective December 31, 2019, Lifetouch National School Studios, LLC. became a subsidiary under Sherwood Holdings, I, Inc. and legally changed their name to Shutterfly Lifetouch, LLC, as identified in the attached Exhibit A, a copy of which is attached and hereby made part of this Agreement.

1.2. Shutterfly Lifetouch, LLC is a limited liability company registered in Minnesota.

1.3. Shutterfly Lifetouch, LLC is a subsidiary owned by Sherwood Holdings I, Inc.

1.4. Shutterfly Lifetouch, LLC represents they have authority as a subsidiary acting under Sherwood Holdings I, Inc. to enter into Agreements and be bound by the terms of the Agreement without naming Sherwood Holdings I, Inc. as a party liable to the terms of the Agreement.

1.5. Effective immediately, Shutterfly Lifetouch, LLC. shall be further responsible for all terms and conditions as the Contractor of this Agreement and subsequent Amendments.

**2. Term of Agreement.**

2.1. This Agreement shall commence on the date first set forth above and continue through and including August 31, 2022, unless earlier terminated as provided herein. 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 addendum to the Contractor for each one-year term.

2.2. 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.

2.3. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

### 3. **Deliverables.**

3.1. The Contractor shall make its portrait services, Lifetouch portal and yearbook building software application available for use in the District's schools for the 2021-2022 school year, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the "Services").

3.2. District schools are responsible for content provided for yearbook Services. Contractor does not monitor, edit or screen content and is not liable for District provided content.

3.3. 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.

3.4. Contractor may use directory information provided by the District and its schools to communicate with parents or guardians regarding Services exclusive to those in Exhibit B. Communication to families regarding any services or products not specifically identified in this contract requires express written consent of the student's parent or guardian, prior to distribution. Use of data for communication is not to exceed the term of this agreement.

3.5. **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.

3.6. **Background Checks.** Prior to and as a condition of the provision of any Services on District property under this Agreement, Contractor shall require each employee providing such Services to submit to a background check and shall promptly furnish a copy of the employee's background check results to the District's Risk Manager. Contractor shall require that no person to whom the District objects based on the results of said background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.

3.7. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may have access to information protected from disclosure to third parties under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.). Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form.

3.8. **Limited License.** The District grants the Contractor a limited, revocable, non-exclusive license to use the District and/or school logos specifically provided to Contractor to display on Contractor's products developed for District and/or its schools. Such use shall be subject to the terms of this Agreement and to any limitations communicated by the District at any time and may be suspended, revoked or terminated by the District at any time for any reason. Any District and/or school logos used by the Contractor shall be and remain at all times the sole and exclusive property of District. District and/or its school logos may not be revised or altered in any way and must be displayed in the same form as produced and provided by the District (including the use of applicable trademark and/or copyright notices). District and/or school logos must be used in a professional and lawful manner and may not be used in any manner that (1) discredits the District and/or its schools, the District's Board members, employees, representatives and/or agents or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between the District and Contractor, (3) violates the rights of others, District policies and/or federal and state laws, or (4) is inconsistent with the District's educational values.

### 3.9. **Independent Contractor.**

3.9.1. Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

3.9.2. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

3.9.3. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and

the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

3.9.4. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

### 3.10. **Certification Regarding Illegal Aliens.**

3.10.1. Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

3.10.2. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

3.11. The District understands and agrees that its students' access to and use of the Services under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at

any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

4. **Definitions.**

4.1. 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.

4.2. 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.

4.3. 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 4.5 below.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

5. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District

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

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

6.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

6.2. 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.

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

7.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) 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 Contract; and (d) at the conclusion of the term of the Contract 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. Notwithstanding the foregoing, this Agreement does not prohibit the use of student personally identifiable information to produce and distribute, free or for consideration, student class photos and yearbooks to District schools, students, parents and individuals authorized by parents.

7.2. Contractor may use de-identified confidential student records and information for purposes of research, the improvement of their products and services, and/or the

development of new products and services. In no event, shall the Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.

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

8. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). 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.

8.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit B: (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.

8.2. 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.

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. **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

Shutterfly Lifetouch, LLC  
Attn: Thomas Weisse  
11000 Viking Drive  
Eden Prairie, MN 55344  
Email: tweise@lifetouch.com

11. **General Provisions.**

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

11.2. **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.

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

11.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

11.5. **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. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. 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. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attn: Risk Management  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
Email: 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 11.5, shall not reduce the indemnification liability that Contractor has assumed in section 11.6.

#### Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. General Aggregate \$2,000,000
- c. Coverage must be written on an “occurrence” basis
- d. Volunteers shall be included as insureds.
- e. Coverage shall not exclude claims for sexual abuse/molestation
- f. Coverage shall not exclude claims for corporal punishment
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured 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.

#### Workers’ Compensation

- a. State of Colorado Statutory
- b. Employer’s Liability \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.
- d. This requirement shall not apply if the Contractor is exempt under the Colorado Workers’ Compensation Act and if the Contractor has a current Workers’ Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation.

#### Technology Errors and Omissions 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. Provider 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 Provider’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.

Operation of Vehicles by Contractor is not Permitted under this Agreement.

11.6. **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, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, reasonable representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 11.6 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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

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

11.9. **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.

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

11.11. **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.

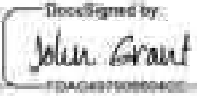
11.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

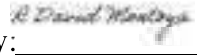
11.13. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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

SHUTTERFLY LIFETOUCH, LLC

POUDRE SCHOOL DISTRICT R-1

By:   
John Grant  
Vice President

By:   
R. David Montoya  
Executive Director of Finance

By:   
snielsen@psdschools.org (Feb 9, 2021 17:01 MST)  
Scott Nielson  
Assistant Superintendent of  
Secondary Schools

# Exhibit A



**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF ORGANIZATION  
OF  
LIFETOUCH NATIONAL SCHOOL STUDIOS, LLC**

**Dated December 27, 2019**

LIFETOUCH National School Studios, LLC (the "Company"), a limited liability company duly organized and validly existing under the Minnesota Limited Liability Company Act, does hereby certify that:

1. The name of the Company is LIFETOUCH National School Studios, LLC.
2. Article I of the Articles of Organization of the Company is hereby amended by deleting Article I thereof in its entirety and inserting the following in lieu thereof:

**"ARTICLE I  
NAME**

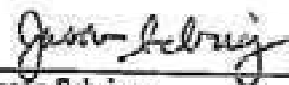
The name of the limited liability company is Shutterfly Lifetouch, LLC, referred to herein as the "Company."

3. These Articles of Amendment have been duly adopted pursuant to Chapter 322C of the Minnesota Statutes.
4. All other provisions of the Articles of Organization shall remain in full force and effect.
5. These Articles of Amendment shall be effective at 11:59 p.m. Central Time on December 31, 2019.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to be executed by its duly authorized officer as of the date first set forth above.

LIFETOUGH NATIONAL SCHOOL  
STUDIOS, LLC

By:   
Name: Jason Sebring  
Title: Senior Vice President Legal  
and Secretary



**Work Item 1128768000078**  
**Original File Number 1114778200125**

**STATE OF MINNESOTA**  
**OFFICE OF THE SECRETARY OF STATE**  
**FILED**  
**12/27/2019 11:59 PM**

*Steve Simon*

**Steve Simon**  
**Secretary of State**

## Office of the Minnesota Secretary of State Certificate of Conversion

I, Steve Simon, Secretary of State of Minnesota, certify that: the documentation required to effectuate a conversion by the entity listed below from the law under which the entity was previously governed to the law under which it is governed after the issuance of this certificate, on the date listed and has been approved pursuant to the procedures required in the chapter indicated.

Conversion Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Name of Converting Entity:

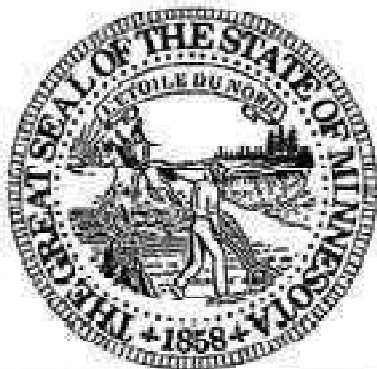
Minnesota: LIFETOUCH National School Studios Inc.

After Conversion, Entity is governed by Minnesota Statutes, Chapter:  
322C

Home Jurisdiction and Name of Entity after the Effective Date of Conversion:

Minnesota: LIFETOUCH National School Studios, LLC

This Certificate has been issued on: 10/30/2019



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon  
Secretary of State  
State of Minnesota

## Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

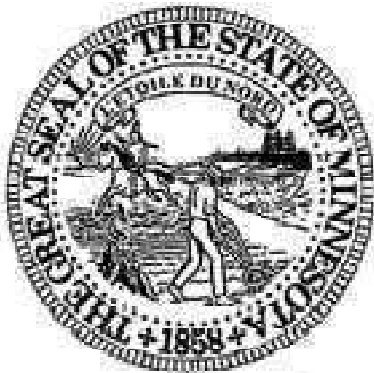
The business entity is now legally registered under the laws of Minnesota.

Name: LIFETOUCH National School Studios, LLC

File Number: 1114778200125

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 10/30/2019



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon  
Secretary of State  
State of Minnesota



**ARTICLES OF CONVERSION  
OF  
LIFETOUCH NATIONAL SCHOOL STUDIOS INC.  
INTO  
LIFETOUCH NATIONAL SCHOOL STUDIOS, LLC**

Dated October 30, 2019


These Articles of Conversion relate to the conversion of LIFETOUCH National School Studios Inc., a Minnesota corporation, into LIFETOUCH National School Studios, LLC, a Minnesota limited liability company.

1. The plan of conversion is attached hereto as Exhibit A (the "Plan of Conversion").
2. The name of the converting organization is LIFETOUCH National School Studios Inc., a Minnesota corporation (the "Converting Organization").
3. The name of the converted organization is LIFETOUCH National School Studios, LLC, which shall be a limited liability company governed by Chapter 322C of the Minnesota Statutes (the "Converted Organization").
4. The conversion will be effective under Chapter 322C of the Minnesota Statutes at 9:00 p.m. Eastern Time on October 31, 2019.
5. The conversion has been approved by the Converting Organization pursuant to Chapter 302A of the Minnesota Statutes.
6. The conversion has been approved as required by Chapter 322C of the Minnesota Statutes.
7. The Articles of Organization attached as Annex I to the Plan of Conversion shall be the Articles of Organization for the Converted Organization.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion as of the date first written above.

LIFETOUCH NATIONAL SCHOOL STUDIOS INC.

By:   
Name: Jason Sebring  
Its: Vice President of Legal & Secretary

**EXHIBIT A  
PLAN OF CONVERSION**

(See attached)

**PLAN OF CONVERSION  
OF  
LIFETOUCH NATIONAL SCHOOL STUDIOS INC.  
INTO  
LIFETOUCH NATIONAL SCHOOL STUDIOS, LLC**

This Plan of Conversion is adopted by LIFETOUCH National School Studios Inc., a Minnesota corporation (the "Converting Organization"), as of October 30, 2019, for the purpose of converting the Converting Organization to a Minnesota limited liability company, and pursuant to Sections 302A.682 to 302A.692 of the Minnesota Business Corporation Act (the "Corporation Act") and the provisions of Section 322C.1007 to 322C.1010 of the Minnesota Revised Uniform Limited Liability Company Act (the "LLC Act").

1. Name of Converting Organization. The name of the Converting Organization is LIFETOUCH National School Studios Inc., a Minnesota corporation formed under the Corporation Act.
2. Name of Converted Organization. The name of the converted organization is LIFETOUCH National School Studios, LLC, a Minnesota limited liability company to be organized under the LLC Act (the "Converted Organization").
3. Terms and Conditions of Proposed Conversion. The terms and conditions of the proposed conversion are as follows:
  - (a) Effective Time of Conversion. The conversion shall be effective at 9:00 p.m. Eastern Time on October 31, 2019 (the "Effective Time"). The Converting Organization will be converted into the Converted Organization on and as of the Effective Time.
  - (b) Governing Laws; Articles of Organization. The Articles of Organization of LIFETOUCH National School Studios, LLC, attached to this Plan of Conversion as Annex 1 and incorporated by reference herein, will be the current Articles of Organization of the Converted Organization as of the Effective Time of the conversion and will supersede the Articles of Incorporation of the Converting Organization.
4. Conversion of Capital Stock. At the Effective Time, 100% of the issued and outstanding capital stock of the Converting Organization will be converted into 100% of the membership interests in the Converted Organization. No shares of the Converting Organization's capital stock issued and outstanding at the Effective Time will remain as a result of the conversion, and all such shares will become null and void. It is intended that the conversion qualifies as a liquidation governed by Section 332 of the Internal Revenue Code of 1986 and this Plan of Conversion is intended to constitute the adoption of a "plan of liquidation."
5. Filing of Plan of Conversion. Upon adoption and approval of the Plan of Conversion by all the members of the Board of Directors and the sole shareholder of the Converting Organization in accordance with Section 302A.684 of the Minnesota Business Corporation Act, Articles of Conversion will be executed and delivered to the Secretary of State of the State of Minnesota for filing as provided by the Minnesota Business Corporation Act. The Converted Organization will also cause to be performed all necessary acts within the State of Minnesota and elsewhere to effectuate the conversion.

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

LIFETOUCH NATIONAL SCHOOL STUDIOS INC.

By:

Name:

Its:

  
Jason Sebring  
Vice President of Legal & Secretary

Annex I

**ARTICLES OF ORGANIZATION  
OF  
LIFETOUCH NATIONAL SCHOOL STUDIOS, LLC**

The undersigned organizer, being a natural person of full age, in connection with the conversion of this company into a limited liability company under Chapter 322C of the Minnesota Statutes, hereby adopts the following Articles of Organization:

**ARTICLE I  
NAME**

The name of the limited liability company is LIFETOUCH National School Studios, LLC (the "Company").

**ARTICLE II  
REGISTERED OFFICE**

The initial registered office of the Company shall be located at 2345 Rice Street, Suite 230, Roseville, MN 55113, and the registered agent at that address is the Corporation Service Company.

**ARTICLE III  
ORGANIZER**

The name and address of the organizer of the Company is Lance Doucet, Faegre Baker Daniels LLP, 2200 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402-3901.

**ARTICLE IV  
CONVERSION**

The Company is converting from a Minnesota corporation, incorporated under Chapter 302A of the Minnesota Statutes, to a Minnesota limited liability company, organized under Chapter 322C of the Minnesota Statutes. The name of the converting organization is LIFETOUCH National School Studios Inc., a Minnesota Corporation formed under Chapter 302A of the Minnesota Statutes. The conversion has been approved by the converting organization pursuant to Chapter 302A of the Minnesota Statutes.

*[Remainder of page intentionally left blank; signature page follows.]*

**IN WITNESS WHEREOF**, the organizer has executed these Articles of Organization as of this  
30th day of October, 2019.

  
\_\_\_\_\_  
Lance Bonner, Organizer

***[Signature Page to Articles of Organization of LIFETOUCH National School Studios, LLC]***



**File Numbers**

111477820008

1114778200125

4Q-937

**STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED**

10/30/2019 11:59:00 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

**Steve Simon  
Secretary of State**

# Exhibit B

Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as "most used" or "used by x amount of schools".

Lifetouch will provide one or more of the following Services to District schools who engage Lifetouch as their official school photographer:

- Lifetouch Portal – online service for the secure transfer of student data which is needed for Picture Day execution and to provide schools with the images after Picture Day.
- Webease, Volumes – Yearbook building software applications for k-8 and High Schools respectively.
- To produce and deliver to schools the products and services they request as described in the Service Agreement
  - This may include Color Portrait Strips, Yearbook CD, Id Cards for Students and Staff and images for the school's Student Information System, i.e., PowerSchool
- To provide parents of students photographed opportunities to purchase student and class pictures and yearbooks;

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

Lifetouch requests to receive the following information from Poudre School District:

- Student First Name: used to correctly match student image and data
- Student Last Name: used to correctly match student image and data
- Student Grade: used to correctly match student image and data
- Student Teacher: used to correctly match student image and data
- Student ID number: used to provide barcoded Id Cards where appropriate and provide an accurate match with the schools PowerSchool system

The only other data we capture is the date and time the student or staff member's image was captured. This information is only used if we need to find a student or staff member's image and we cannot find it using the name, grade, teacher or Id Number.

What is the purpose of collecting the data?

- This data is collected and used so we can successfully provide the schools in the Poudre School District the products they request. We link this data with the student image we capture on Picture Day and provide the schools Yearbook CD's, Color

Portrait Strips, and electronic files which they can import into their PowerSchool system.

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

- o Lifetouch does not use third party vendors. We print and store all image files in-house.