

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN HAPPY NUMBERS, INC.  
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the 6<sup>TH</sup> day of February, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Happy Numbers, Inc. (the “Contractor”) executed June 7, 2023 and the First Amendment to the Agreement executed March 25, 2024 (“Agreement”), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **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.**

At the conclusion of the term dated June 30, 2025 as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025 through June 30, 2026.

3. **Amended Responsibilities.**
  - 3.1. Exhibit A is deleted hereby in its entirety.
  
  - 3.2. Replace Exhibit A with Contractor’s Poudre School District’s Student Data Information Request for Software Services, 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 Happy Numbers Site-wide Renewal Subscription, hereby attached to this Second Amendment and made part of this Agreement.

3.5. Exhibit C is deleted hereby in its entirety.

3.6. Replace Exhibit C with Contractor's, Happy Numbers Accessibility Report, hereby attached to this Second Amendment and made part of this Agreement.

3.7. Add Exhibit D with Poudre School District's required insurance coverages, hereby attached to this Second Amendment and made a part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

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

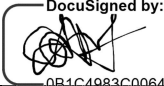
5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

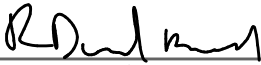
IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

HAPPY NUMBERS, INC.


POUDRE SCHOOL DISTRICT R-1

By:  \_\_\_\_\_  
0B1C4983C00645C...

Evgeny Milyutin  
CEO

By:  \_\_\_\_\_  
Dave Montoya (Mar 26, 2025 19:53 MDT)

R. David Montoya  
Chief Finance Officer/  
Chief Operations Officer

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

Julie Chaplain, PhD  
Assistant Superintendent

# Exhibit A



# Poudre School District

Clear Form

## 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.*

HappyNumbers.com is a PreK-5 online math supplement. It helps PreK-5 teachers differentiate instruction and deepen students’ conceptual understanding of math. Driven by pedagogy and supported by technology (not vice versa), it’s not a set of electronic worksheets or another “all dancing, all singing” resource. Instead, we teach students to “think math” : students explore the meaning behind the math, building upon simple concepts to create connections and develop deep understanding.

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.*

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
Grade level	Email		JWT
Standardized test scores	First/Last name (optional)		Cookies
Username	Address (optional)		IP Addresses of users
Password to application			User website interaction
School enrollment			Application performance

3. What is the purpose of collecting student data?

To ensure the functionality of the application and student rostering.

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.*

Amazon AWS, Clever SSO rostering, ClassLink SSO rostering, Intercom, Google Classroom

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

Web hosting, student rostering, customer support, sharing class information

6. Please provide:

- Current quote (if available)

N/A

- Tiered pricing for future purchases

\$4,950 for campus-wide access (all PreK - Grade 5 students and teachers)  
\$18.50 per student rate.

- Name and email for contract notices

billing@happynumbers.com  
Evgeny Milyutin

- Name and title of person who will sign the contract

Evgeny Milyutin  
CEO

- Does the system allow integration for rostering?

Yes  No

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

Via Clever SSO rostering and ClassLink SSO rostering

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



# Happy Numbers

Dear Poudre School District,

Thank you for choosing Happy Numbers!

For the 25-26 school year, we're offering a **Site-wide Renewal Subscription**. This package is most beneficial if you're looking to implement a school-wide solution, as you only pay for 267 Premium student licenses *per campus*, and the rest of the PreK-5 students on the campus get access for free.

**The site-wide offer is priced at \$4,950 per campus and includes:**

- Unlimited number of Premium student licenses per campus in PreK through grade 5
- Unlimited number of Premium teacher accounts per campus for teachers in PreK through grade 5
- Unlimited number of admin accounts on a school and district level
- Rostering via Clever, Classlink, or manually via happynumbers.com
- Site-wide Mid-Year and End-of-Year assessments with custom test windows
- Monthly school and district reports to track students' activation, usage, and curriculum progress
- Online PD webinars for teachers (up to 3 sessions)
- Personal Customer Success Manager

**Your students get:**

- State standards-aligned school-year curriculum
- Adaptive Placement Test to create individual learning pathways for each student
- Content available in both English and Spanish
- Human voiceover for all text (English and Spanish)
- Scaffolding, immediate feedback, and multiple representations throughout every skill
- Four types of student account based on grade to maximize engagement

**Your staff gets:**

- Weekly dashboard to monitor student usage
- Yearly dashboard to monitor student curriculum progress
- Assessment reports (Placement, Mid-Year, End-of-Year)
- Assignment feature and Printables library
- Activity streams to monitor the total time spent and tasks solved per student/class
- Option to set individual time targets for students
- Option to add co-teachers
- Skills report
- Parent report



# Happy Numbers

**And admins get:**

- School-wide Activation report
- School-wide Usage report
- School-wide Assessment report (Placement, Mid-Year, End-of-Year)
- Access to any teacher account data on the campus

Per student pricing is available upon request, at \$18.50 per student rate. Any renewal Quotes can be requested by contacting your personal Customer Success Manager Zina by email [zv@happynumbers.com](mailto:zv@happynumbers.com).

We look forward to continuing our partnership.

Educationally yours,  
Evgeny Milyutin  
CEO + Founder, [HappyNumbers.com](http://HappyNumbers.com)

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Happy Numbers Inc., 2345 Yale Street, 1st floor, Palo Alto, CA 94306

# Exhibit C

# Accessibility Report

## Introduction

Our team at Happy Numbers is committed to ensuring that all students, regardless of their abilities, have access to high-quality math education. We're also dedicated to meeting global accessibility standards, including WCAG 2.1, to provide an inclusive learning environment for students and teachers alike. We value transparency in our efforts to enhance accessibility and invite feedback from our community to help us continually improve. If you feel any feature is missing or have specific requests, please don't hesitate to reach out to us at [support@happynumbers.com](mailto:support@happynumbers.com).

## Our Educational Approach and ESSA Compliance

Happy Numbers is built on a foundation of rigorous research and adheres to the evidence standards of the Every Student Succeeds Act (ESSA), specifically within Tier III 'Promising Evidence.' Our 2023 studies highlighted a significant positive association between program usage and increased math scores for young learners. Our teaching methodology is deeply rooted in established educational practices, utilizing a Concrete-Pictorial-Abstract model tailored to individual learning pathways. This approach ensures that students remain in their Zone of Proximal Development, where they receive just the right level of challenge and support.

### Key practices include:

- **Scaffolding Learning:** Our guidance begins with comprehensive support, gradually fostering independent problem-solving. Continuous feedback through interactive models, hints, and animations aids student learning. If additional assistance is needed, the problems are broken down into manageable steps for collaborative solutions.
- **Maintaining Engagement:** Our unique scoring system prevents students from advancing without demonstrated understanding. Immediate, color-coded feedback and friendly tips help maintain motivation and interest without overwhelming the student. Interactive math exercises engage students, while visual rewards acknowledge their achievements, enhancing engagement.

For a detailed overview of our research findings and educational practices, please refer to our ESSA Tier III reports: for Kindergarten - Grade 1 and Grades 2-5.

## Alignment with Educational Standards

Happy Numbers is committed to providing a curriculum that aligns with both the Common Core and various state standards, ensuring that our resources are relevant and can be seamlessly integrated into classrooms across the United States. For detailed alignment maps and specific state standards that Happy Numbers adheres to, please visit our [standards alignment page](#).

## Versatile Usage

Happy Numbers is designed to support a variety of instructional settings, making it a versatile tool in any educational environment:

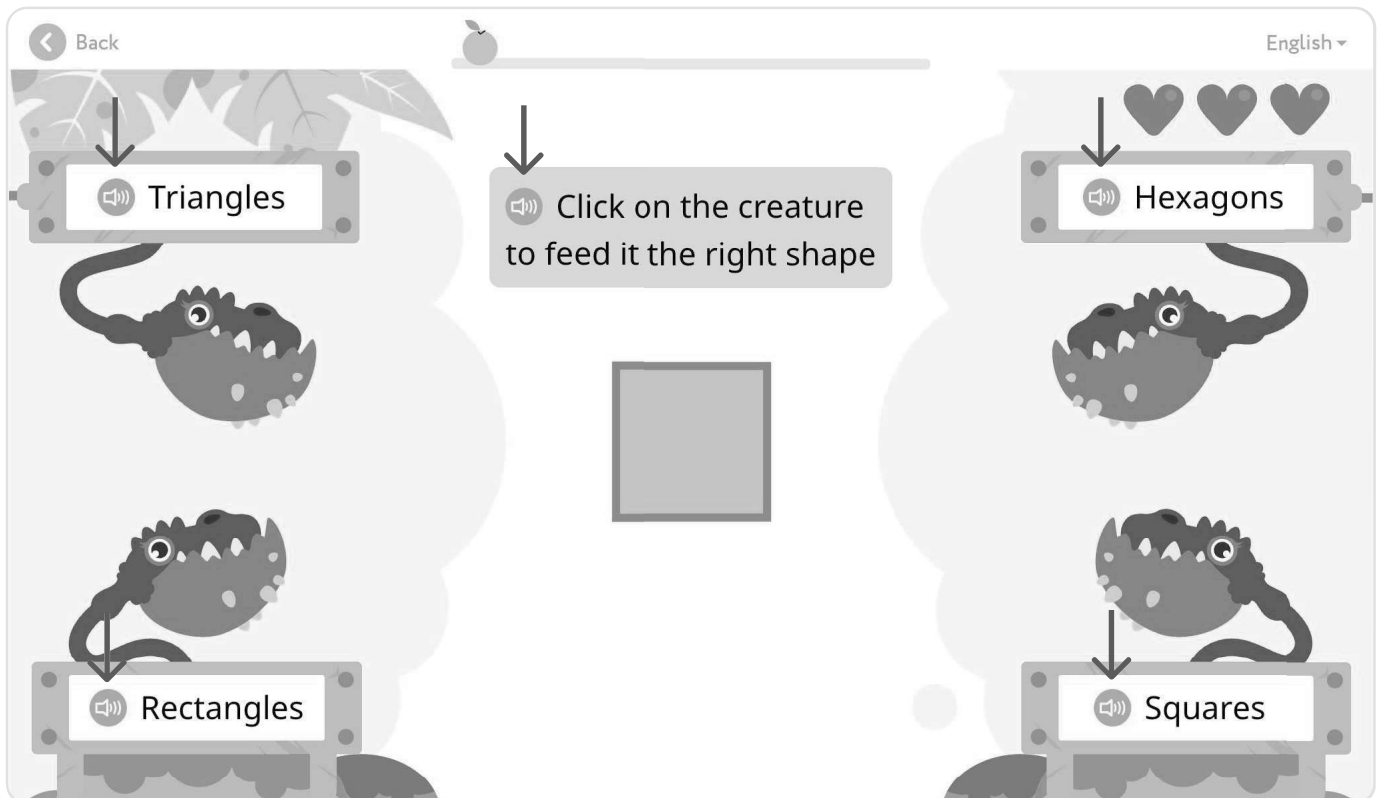
- **Small Group Instruction:** The platform facilitates targeted interventions and supports specific skill development in small groups, allowing for personalized attention and adaptive learning.
- **Whole Class Lessons:** It can be utilized for whole class instruction, engaging all students interactively and catering to a wide range of learning paces and needs.
- **Homework Assignments:** Happy Numbers serves as an excellent resource for homework, providing practice and reinforcement of concepts learned in class in a fun and engaging manner.
- **Self-Paced Learning:** Students can also use the platform independently, allowing them to progress at their own speed along their individual learning paths.

This flexibility ensures that Happy Numbers enhances learning experiences and outcomes across various classroom and home settings.

## Accessibility Features

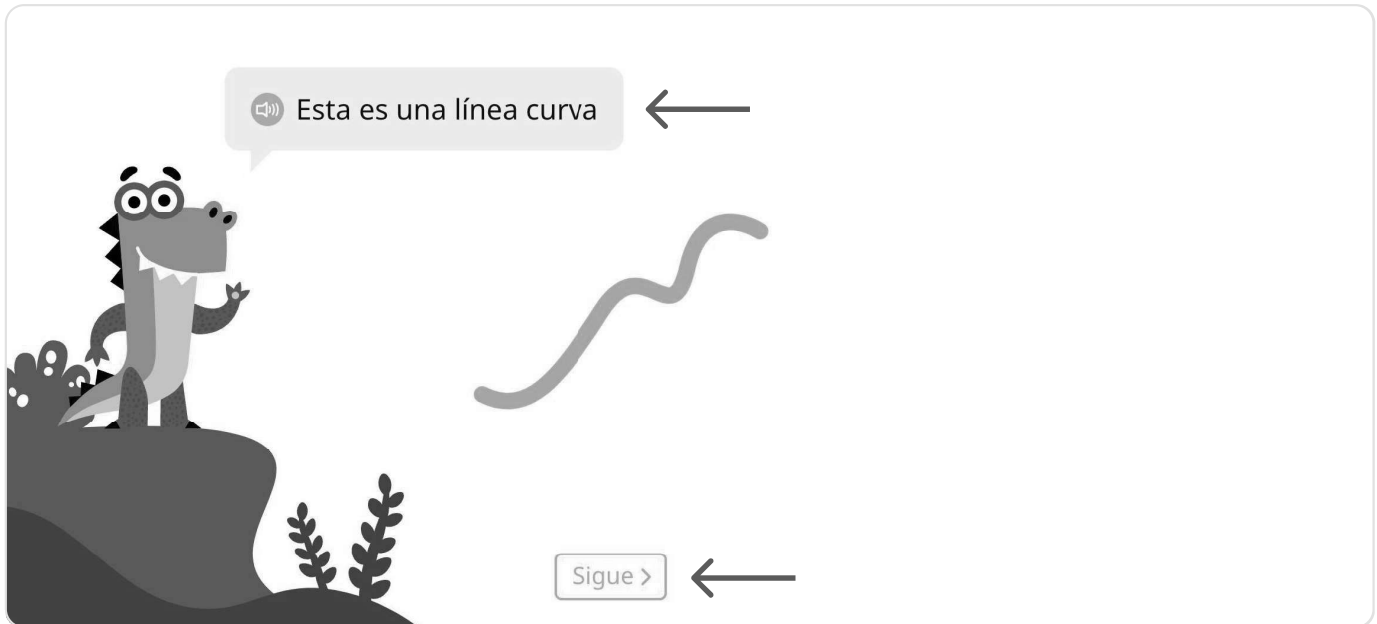
Happy Numbers is dedicated to providing an inclusive and accessible educational experience for all students. Here are some of the key features that support this commitment:

- **Fully Voiced Content:** Our platform offers fully voiced content for PreK-5 students, with consistent volume levels and a natural human voice, ensuring that auditory learners and those with reading challenges can fully engage with the material.



## Accessibility Features


- **Multilingual Support:** Happy Numbers is available in both English and Spanish, accommodating a diverse student population. Language choices, neutral cultural contexts, essential vocabulary, and age appropriateness are carefully considered to ensure inclusivity.




- **Printable Materials:** For those who benefit from physical learning aids, we provide printable materials in both English and Spanish.

### Column Addition

**Medium**

 **Happy Numbers** Name \_\_\_\_\_

Hidden Addition 

Find and color four more addition facts with three-digit numbers.

6	3	5	7	9	1	6	2	7	4	
+	2	8	3	1	4	8	3	1	6	1
=	9	1	8	6	8	1	6	4	2	5
	3	2	5	4	1	6	9	5	8	7
	7	3	5	2	8	7	6	1	3	9
	5	8	2	6	3	4	8	7	4	8
	9	6	3	9	2	1	2	1	2	5
	4	4	2	9	1	3	5	8	7	3
	2	5	3	7	4	6	9	2	4	7
	7	9	6	6	8	0	8	1	2	8

©HappyNumbers.com

Something wrong with this printable? [Report an issue](#)

### Create PDF

**Student pages**

Medium      Copies:

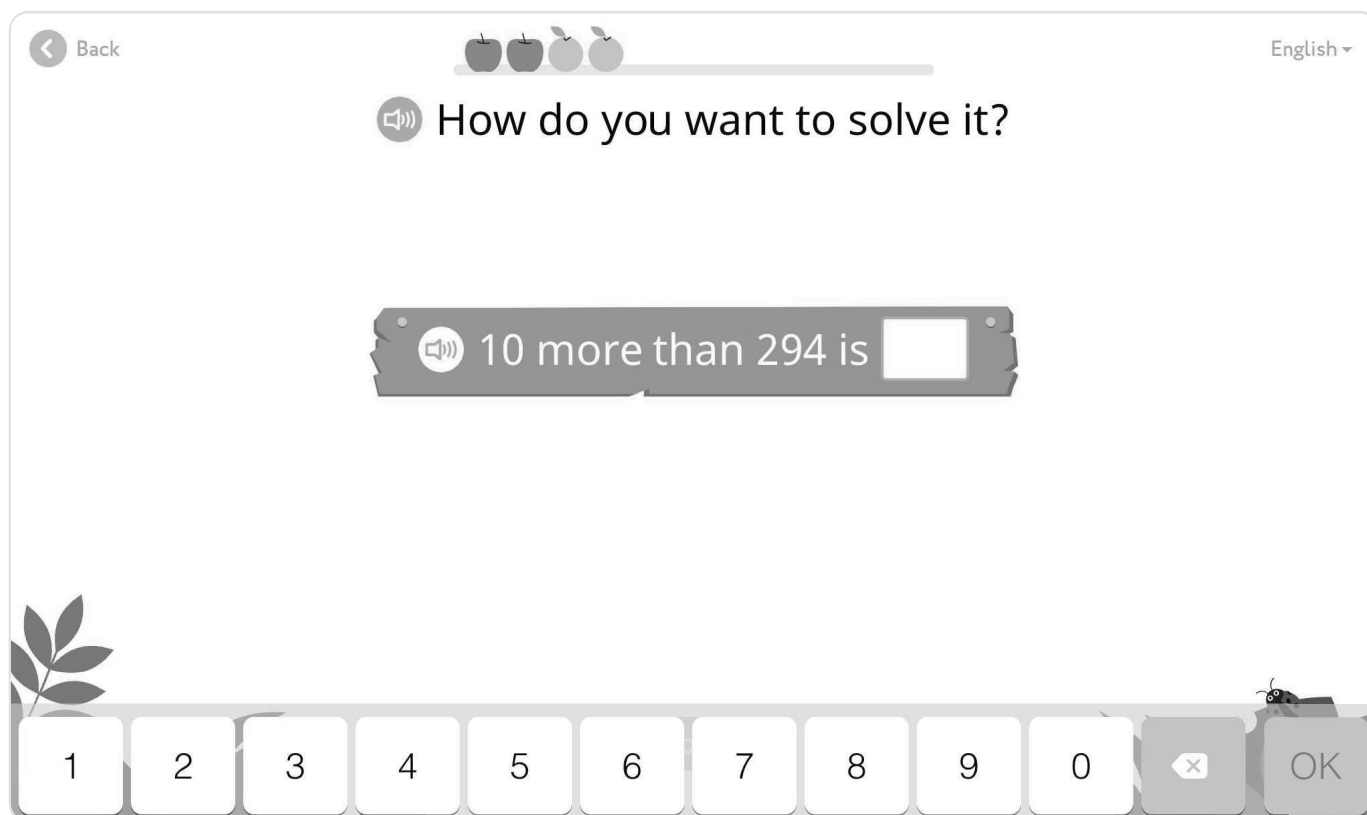
**Language**

English       Spanish

[Create PDF](#)

## Accessibility Features

- **Safe Visual Content:** We ensure that our visual content contains no flashing images and uses fonts with a size of 20 to enhance readability, making it safer for students with photosensitivity and visual impairments.
- **Social Belonging:** Our content includes students of all genders, races, and abilities, promoting a sense of belonging for all students.
- **Integrated On-Screen Keypad:** An on-screen keypad is built directly into the platform, facilitating ease of use.



## Conclusion

At Happy Numbers, we are deeply committed to ensuring accessibility to education for all students. We make ongoing efforts to align with global standards and adapt to the diverse needs of learners. Should you have any questions or feedback, please contact us via [support@happynumbers.com](mailto:support@happynumbers.com).



# Exhibit D

**Insurance.** Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this Exhibit D shall not reduce the indemnification liability that Provider has assumed in section 12.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: [COI@psdschools.org](mailto:COI@psdschools.org).

### **Commercial General Liability**

#### Minimum Limits

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

### **Technology Errors & Omissions and Network Security & Privacy**

#### Minimum Limits

- Per Loss \$1,000,000

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

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

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









# Happy Numbers - Second Amendment Only- 2025-2026 - Final - Vendor Signed

Final Audit Report

2025-03-27

Created:	2025-03-25
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTFcDO-wq9bZCdmR6h_APUupZ3e-mkl

## "Happy Numbers - Second Amendment Only- 2025-2026 - Final - Vendor Signed" History

-  Document created by Becky Hall (rehall@psdschools.org)  
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-  Document emailed to Julie Chaplain (jchaplain@psdschools.org) for signature  
2025-03-25 - 4:38:41 PM GMT
-  Email viewed by Julie Chaplain (jchaplain@psdschools.org)  
2025-03-26 - 11:01:03 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Julie Chaplain (jchaplain@psdschools.org)  
Signature Date: 2025-03-26 - 11:01:17 PM GMT - Time Source: server- IP address: 164.104.6.105
-  Document emailed to Dave Montoya (davem@psdschools.org) for signature  
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-  Document e-signed by Dave Montoya (davem@psdschools.org)  
Signature Date: 2025-03-27 - 1:53:25 AM GMT - Time Source: server- IP address: 75.70.207.79
-  Agreement completed.  
2025-03-27 - 1:53:25 AM GMT