SECOND AMENDMENT SOFTWARE SERVICES AGREEMENT
BETWEEN NEARPOD INC. - FLOCABULARY
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") effective as of the 7th day of March, 2024 is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Nearpod LLC. - Flocabulary (the "Contractor") executed September 15, 2022 and the First Amendment to the Agreement executed September 4, 2023 ("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 1, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 31, 2024 through August 1, 2025.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Student Data and Accessibility Conformance, Report WCAG Edition Version 2.4 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 2024 Site License Pricing – Poudre School District R-1 , hereby attached to this Second Amendment and made part of this Agreement.

   3.5. The pricing of all services under the Agreement shall not exceed as set forth on the attached Exhibit B.

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.

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

NEARPOD

POUDRE SCHOOL DISTRICT R-1

Robert Blackwood

By:_____

By:_____

Name:_____Robert Blackwood_____

Title:_____Senior Manager_____

R. David Montoya
Executive Director of Finance

By:_____

Julie Chaplain
Assistant Superintendent

-2-

Exhibit A

Nearpod Product Description:

Nearpod's lesson delivery platform allows teachers to transform their slideshows into an engaging and interactive lesson. Lessons launched by teachers are synchronized across individual student devices seamlessly integrating student activities and multimedia tools such as VR, 3D models, games, and more which bring curriculum to life for students. Teachers can also launch formative assessments that are viewable in real time on the teacher's dashboard that allow for in the moment data tracking. Assessments and activities that can be added to slides include interactive videos, short answer questions, true/false questions, multiple choice quizzes, matching pairs, a draw it activity, a collaborative board, and more! In addition to teachers creating their own interactive lessons in Nearpod, our Nearpod lesson library offers 8,500+ **premade standards-aligned and interactive lessons** that help save teachers time. These lessons are built on research-based instructional models and designed in partnership with respected publishers, like BBC, National Geographic and Calm. Additionally, Nearpod provides administrative reporting tools and shared school/district libraries to support school/district-wide initiatives, foster collaboration, and ensure oversight.

Flocabulary Product Description:

Flocabulary engages students with hip-hop vocabulary videos and educational content that is standards aligned and culturally relevant. Flocabulary has educational music videos in Math, Science, Social Studies and English Language Arts that cover content for all grade levels, K-12. Each lesson includes a standards-aligned music video and 5 interactive activities that provide teachers with new ways to spark engagement in their classroom. These activities include virtual flashcards, a vocabulary game, read and respond activity, quiz, and the Lyric Lab, where students can create their own rap or poem. Flocabulary's culturally responsive videos and interactive features will empower teachers and amplify the learning environment of students.

What Student Data is collected through the use of Flocabulary?

Data Collected	Collected (Yes/No/Optional)	General Purpose of Data Collection
Access Time	Yes	Used to process any student data requests from the District
Assessment Scores	Yes	Used for teacher data collection
Badges Earned	No	N/A
Browser Type	Yes	Used to process any student data requests from the District
Browser Version	Yes	Used to process any student data requests from the District
Contest Points	No	N/A
Device ID	No	N/A
Device Type & OS	Yes	Used to process any student data requests from the District
Game Time Earned	No	N/A
IEP Progress Percentage	No	N/A
IEP Standards Passed	No	N/A
IP Address	Yes	Used to process any student data requests from the District
Lesson Questions Correct/Incorrect	Yes	Used for teacher data collection
Lesson Scores	Yes	Used for teacher data collection
Machine Model	No	N/A
Operating System	Yes	N/A
Placement test scores	No	N/A
School Address	Optional	This can be connected to a student on the account via the information for the organization linked to the subscription.
School Fax Number	Optional	
School Leader Email Address	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader First and Last Name	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader Password	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader Role	Optional	Dependent on if the School Leader has a Flocabulary Account
School Name	Yes	Used for teacher data collection
School Phone Number	Optional	
Standard Mastery Percentage	No	N/A
Standards Mastered	No	N/A
Student Answers on Lesson	Yes	Used for teacher data collection

Student First and Last Name	Yes	Required to support product functionality. **FYI:** If school/district chooses to have students sign up with just usernames and passwords, just initials can be input and first/last are not technically needed. Automatically pulled in if rostering with an SSOoption
Student Grade Level	Optional	Stored at the class level so can be traced to the student. For classes created directly on Flocab, this is required to support product functionality. For classes rostered through Google Classroom/Clever, it is optional
Student ID Number	Yes	Required to support product functionality. **Note:** This refers to a unique Student ID Number provided by the Flocabulary product, not the School.
Student Password	Yes	Required to support product functionality
Student Email	Yes	Required to support product functionality
Student username	Yes	Required to support product functionality
Teacher email address	Yes	Required to support product functionality
Teacher First and Last Name	Yes	Required to support product functionality
Teacher Password	Yes	Required to support product functionality
Time on Lesson	No	N/A
Time Spent in Subjects	No	N/A
Time Spent on Individual Problems	No	N/A

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
Google Classroom	edu.google.com	Student Rostering
Clever	https://clever.com/	Student Rostering
Canvas	https://www.instructure.com/canvas/	SSO
Schoology	https://www.schoology.com/	SSO
ClassLink	https://www.classlink.com/	SSO

Student ID Number	No	N/A
Student Password	No	N/A
Student Email	No	N/A
Student username	No	N/A
Teacher email address	Yes	Required to support product functionality
Teacher First and Last Name	Yes	Required to support product functionality
Teacher Password	Yes	Required to support product functionality
Time on Lesson	No	N/A
Time Spent in Subjects	No	N/A
Time Spent on Individual Problems	No	N/A

What third-parties does the vendor partner with? Who may receive Student Data in any format?		
Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
Google Classroom	edu.google.com	Student Rostering
Clever	https://clever.com/	Student Rostering
Canvas	https://www.instructure.com/canvas/	SSO
Schoology	https://www.schoology.com/	SSO
ClassLink	https://www.classlink.com/	SSO

Data Collected	Collected (Yes/No/Optional)	General Purpose of Data Collection
Access Time	Yes	Used to process any student data requests from the District
Assessment Scores	Yes	Used for teacher post session reporting
Badges Earned	No	N/A
Browser Type	Yes	Used to process any student data requests from the District
Browser Version	Yes	Used to process any student data requests from the District
Contest Points	No	N/A
Device ID	No	N/A
Device Type & OS	Yes	Used to process any student data requests from the District
Game Time Earned	No	N/A
IEP Progress Percentage	No	N/A
IEP Standards Passed	No	N/A
IP Address	Yes	Used to process any student data requests from the District
Lesson Questions Correct/Incorrect	Yes	Used for teacher post session reporting
Lesson Scores	Yes	Used for teacher post session reporting
Machine Model	No	N/A
Operating System	Yes	N/A
Placement test scores	No	N/A
School Address	Optional	the information for the organization linked to the
School Fax Number	Optional	
School Leader Email Address	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader First and Last Name	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader Password	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader Role	Optional	Dependent on if the School Leader has a Nearpod Acco
School Name	Yes	Used for teacher post session reporting
School Phone Number	Optional	
Standard Mastery Percentage	No	N/A
Standards Mastered	No	N/A
Student Answers on Lesson	Yes	Used for teacher post session reporting
Student First and Last Name	Yes	when joining a session via pin code. Automatically
Student Grade Level	No	N/A

What Student Data is collected through the use of Nearpod?

Name of Subprocessor	What they do
Amazon Web Services	Cloud application/service hosting
Apple	Mobile app store
Cloudflare	DNS, CDN and application security
G-Suite	Email, Storage,
Hexacta	Engineering partner
Launch Darkly	Feature Flags for product releases
Mandrill	Transactional and triggered emails
PSI	Engineering partner

Name of Subprocessor	What they do
Amazon	Cloud application/service hosting
Gmail	Email, Storage (Internal emails)
Launch Darkly	Feature Flags for product releases
Nearpod	

Nearpod Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Nearpod (Student Lesson View)

Report Date: May 2023

Product Description: Nearpod is an interactive educational platform that engages students through live presentations, collaborative activities, and real-time assessments.

Contact Information: legal@nearpod.com

Notes: This evaluation only takes into account accessibility features for the student experience within the Nearpod web-based platform. This response does not take into account the content available through the lesson library or students creating their own content.

Evaluation Methods Used: Testing is based on knowledge of general product functionality

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Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes)

Terms

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

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

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support	Many images conveying important information do not have text alternatives.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	Nearpod allows for pre-recorded Audio-only. Teachers have the ability to add audio to content, and link a transcript file as well.
1.2.2 Captions (Prerecorded) (Level A)	Partially Supports	There are many instances of video within Nearpod. Nearpod created videos support closed captions and any user created content will show captions on videos that already have captions. However, users cannot add captions to user uploaded video within Nearpod.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially Supports	There are instances where users can include an audio description transcript or link to a video with audio description.
1.3.1 Info and Relationships (Level A)	Does Not Support	Most instances within Nearpod do not support a programmatic hierarchy.
1.3.2 Meaningful Sequence (Level A)	Partially Supports	In most instances Nearpod contains a meaningful sequence, but there are exceptions.
1.3.3 Sensory Characteristics (Level A)	Supports	There are no known instances within Nearpod that rely solely on sensory characteristics of components, however, there are some cases where a teacher could add this into their Nearpod presentation.
1.4.1 Use of Color (Level A)	Supports	There are no known instances within Nearpod that rely solely on color, however, there are some cases where a teacher could add this into their Nearpod presentation.
1.4.2 Audio Control (Level A)	Supports	All features containing audio include controls to mute or adjust volume independent of system audio.
2.1.1 Keyboard (Level A)	Does Not Support	There are many instances where Nearpod is not keyboard accessible and some instances and activities where mouse usage is necessary.
2.1.2 No Keyboard Trap (Level A)	Does Not Support	Keyboard traps present in Student Notes sidebar and bottom carousel navigation
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	No instances were found.

2.2.1 Timing Adjustable (Level A)	Supports	There are options to turn off timers. In games like Time to Climb points are based on timing which makes this a Essential Exception.
2.2.2 Pause, Stop, Hide (Level A)	Does Not Support	There are known instances where animations are on the screen with other content that the student cannot stop.
2.3.1 Three Flashes or Below Threshold (Level A)	Partially Supports	There may be instances of videos or gifs that flash more than 3x's per second.
2.4.1 Bypass Blocks (Level A)	Supports	No instances were found.
2.4.2 Page Titled (Level A)	Supports	All pages have meaningful titles
2.4.3 Focus Order (Level A)	Partially Supports	There are some known instances where the focus order is not properly managed
2.4.4 Link Purpose (In Context) (Level A)	Supports	There are no known instances within Nearpod however, there are some cases where a teacher could add this into their Nearpod presentation.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	No instances were found.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	No instances were found.
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	Most instances of labels, names match visible labels.
2.5.4 Motion Actuation (Level A 2.1 only)	Does Not Support	Nearpods VR Field trips require motion. Currently cannot turn motion off, requires mouse interaction.
3.1.1 Language of Page (Level A)	Supports	No instances were found.
3.2.1 On Focus (Level A)	Supports	No instances were found.
3.2.2 On Input (Level A)	Does Not Support	There are instances where selecting an answer choice will take the user to the next page within our Time to Climb activity.
3.3.1 Error Identification (Level A)	Supports	No instances were found.

3.3.2 Labels or Instructions (Level A)	Does Not Support	There are some instances where labels or instructions are vague and not providing enough instruction on the required user input.
4.1.1 Parsing (Level A)	Does Not Support	There are several instances where the page is not marked up in a meaningful way.
4.1.2 Name, Role, Value (Level A)	Does Not Support	There are several instances where name, role, value are not programmatically set.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	No instances were found.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	In most cases user cannot add multiple videos in a single activity, there are some instances you could create two separate slides to allow for a description slide before the video slide.
1.3.4 Orientation (Level AA 2.1 only)	Supports	No instances were found.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Does Not Support	Not all inputs can be programmatically determined.
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	There are instances where Nearpod does not meet the minimum color contrast requirement.
1.4.4 Resize text (Level AA)	Does Not Support	Nearpod does not allow for this, but the teacher can enable Immersive Reader on some components which allows students to adjust text.
1.4.5 Images of Text (Level AA)	Does Not Support	There are known instances in which content from the Nearpod library contains images of text without alternative text.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	There are known activities that do not allow reflow, including Draw It, Drag & Drop, and Math Manipulatives.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	There are instances where Nearpod does not meet the minimum color contrast requirement.
1.4.12 Text Spacing (Level AA 2.1 only)	Does Not Support	Nearpod does not allow for this, but the teacher can enable Immersive Reader on some components which allows students to adjust text.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	No instances were found.
2.4.5 Multiple Ways (Level AA)	Supports	No instances were found.
2.4.6 Headings and Labels (Level AA)	Does Not Support	Most instances within Nearpod do not support a programmatic hierarchy.
2.4.7 Focus Visible (Level AA)	Does Not Support	There are instances where Nearpod does not show visual focus.

[3.1.2 Language of Parts](#) (Level AA)	Supports	No instances were found.
[3.2.3 Consistent Navigation](#) (Level AA)	Supports	No instances were found.
[3.2.4 Consistent Identification](#) (Level AA)	Supports	No instances were found.
[3.3.3 Error Suggestion](#) (Level AA)	Supports	No instances were found.
[3.3.4 Error Prevention (Legal, Financial, Data)](#) (Level AA)	Supports	No instances were found.
[4.1.3 Status Messages](#) (Level AA 2.1 only)	Does Not Support	There are some known instances where status messages cannot be programmatically determined.

Legal Disclaimer (Nearpod)

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Nearpod, Inc. Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Flocabulary by Nearpod (Student)

Report Date: May 2023

Product Description: Flocabulary is an interactive educational platform that supports vocabulary acquisition and comprehension across core K-12 subjects with video-based lessons and activities that assess students and allow them to creatively apply knowledge.

Contact Information: legal@nearpod.com

Notes: This evaluation reflects the experience of student accounts on school and district plans.

Evaluation Methods Used: Testing is based on knowledge of general product functionality.

Applicable Standards/Guidelines

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

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes)

Terms

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

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

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support	Not all images have text alternatives.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	No instances were found.
1.2.2 Captions (Prerecorded) (Level A)	Partially Supports	All Flocabulary videos contain onscreen lyrics but do not include all audio information.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	Descriptions of videos are not provided.
1.3.1 Info and Relationships (Level A)	Does Not Support	Most info and relationships are not programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Partially Supports	In most instances Flocabulary contains a meaningful sequence, but there are exceptions.
1.3.3 Sensory Characteristics (Level A)	Supports	No instances were found.
1.4.1 Use of Color (Level A)	Partially Supports	Many instances do not use color to indicate meaning, but there are exceptions.
1.4.2 Audio Control (Level A)	Supports	No instances were found.
2.1.1 Keyboard (Level A)	Does Not Support	Most of the functionality needs a mouse for navigation.
2.1.2 No Keyboard Trap (Level A)	Supports	No instances were found.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	No instances were found.
2.2.1 Timing Adjustable (Level A)	Supports	No instances were found.
2.2.2 Pause, Stop, Hide (Level A)	Supports	No instances were found.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	No instances were found.
2.4.1 Bypass Blocks (Level A)	Does Not Support	There are pages where there is no mechanism to bypass repeated blocks of content.
2.4.2 Page Titled (Level A)	Partially Supports	Many pages have meaningful page titles, but there are known instances where the title is not meaningful.
2.4.3 Focus Order (Level A)	Partially Supports	Most focus order is logical, but there are known instances where focus order is not.
2.4.4 Link Purpose (In Context) (Level A)	Supports	Purpose of links can be determined in context in all known instances.

Criteria	Conformance Level	Remarks and Explanations
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	No instances were found.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	No instances were found.
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	Many components are labeled correctly, but there are known instances where they are not.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	No instances were found.
3.1.1 Language of Page (Level A)	Supports	The language of the site is defined correctly.
3.2.1 On Focus (Level A)	Supports	No known instances where focus causes a change of context.
3.2.2 On Input (Level A)	Supports	No known instances where context changes on input.
3.3.1 Error Identification (Level A)	Partially Supports	Most errors will be identified, but there are known instances where they are not.
3.3.2 Labels or Instructions (Level A)	Does Not Support	Not all input fields have labels or instructions.
4.1.1 Parsing (Level A)	Partially Supports	There may be instances where the page is not marked up in a meaningful way.
4.1.2 Name, Role, Value (Level A)	Partially Supports	In most cases the name, role, value is correct, but there are known instances where they are not.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	No instances were found.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	Flocabulary does not have audio description of prerecorded content.
1.3.4 Orientation (Level AA 2.1 only)	Partially Supports	Orientation is not restricted, but in some instances the site might not be fully functional.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Partially Supports	The purpose of most input fields are programmatically available, but there are known instances where they are not.
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	There are instances where Flocabulary does not meet the minimum color contrast requirements.
1.4.4 Resize text (Level AA)	Partially Supports	Most activities allow the user to resize text, but there are known instances where the text cannot be resized. Additionally, the teacher can

		enable Immersive Reader on some components, which allows students to adjust text.
1.4.5 Images of Text (Level AA)	Partially Supports	Most activities have text only, but there are known instances with images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	There are known instances that do not allow reflow.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	There are instances where Flocabulary does not meet the minimum color contrast requirements.
1.4.12 Text Spacing (Level AA 2.1 only)	Partially Supports	In most cases, no loss of content or functionality will occur when text spacing is adjusted. Additionally, the teacher can enable Immersive Reader on some components, which allows students to adjust text.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	All known instances that appear on hover or focus can be dismissed or closed or do not cover other content.
2.4.5 Multiple Ways (Level AA)	Supports	There are multiple ways to navigate to all pages.
2.4.6 Headings and Labels (Level AA)	Partially Supports	Most pages have headings and labels, but there are instances where headings are not consistent and where labels are missing.
2.4.7 Focus Visible (Level AA)	Does Not Support	There are instances where Flocabulary does not show visual focus.
3.1.2 Language of Parts (Level AA)	Supports	There are no known instances of language changing away from the primary language (English).
3.2.3 Consistent Navigation (Level AA)	Supports	Navigation across pages in the website is consistent.
3.2.4 Consistent Identification (Level AA)	Supports	Items are identified consistently across the site.
3.3.3 Error Suggestion (Level AA)	Supports	Suggestions are made when an error can be detected and it does not jeopardize the security or fidelity of the experience.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	All known instances support error prevention.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	There are known instances where status messages appear but are not messaged programmatically for screen readers.

Legal Disclaimer (Nearpod, Inc.)

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Exhibit B

Poudre School District R-1

Dear Becky Hall,

Thank you for your continued partnership with Nearpod & Flocabulary. Please allow this to serve as your official documentation of our pricing tiers for site licenses in Poudre SD R-1. Below you will also find product descriptions for both Nearpod & Flocabulary.

Thank you,
Your Nearpod Team

Chelsea Burns
Customer Success Manager
Phone: (786) 977-2253
chelsea.burns@nearpod.com

Lindsay Jefferson
Account Executive
Phone: (804) 239-7020
lindsay.jefferson@nearpod.com
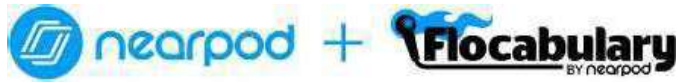
2024 Site License Pricing - Poudre School District R-1

Enrollment	Nearpod Premium Plus (List Price)	Nearpod Premium Plus (Poudre Discount)	Flocabulary Plus (List Price)	Flocabulary Plus (Poudre Discount)
0-149	$4,025	$3,525	$3,100	$2,790
150-249	$4,750	$4,025	$3,100	$2,790
250-499	$5,375	$4,650	$4,200	$3,784
500-999	$6,400	$5,475	$4,200	$3,784
>1000	$8,450	$7,225	$4,200	$3,784

- Nearpod Premium Plus and Flocabulary Plus are only offered as School Site Licenses
- Pricing tiers are determined by total student enrollment
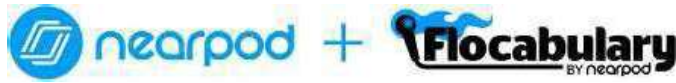
Product Descriptions:

Nearpod Overview

Active Learning & Student Engagement for ALL Learners

Nearpod promotes Active Learning by empowering students to demonstrate their creativity, engage in collaboration, and explore multifaceted learning experiences. Students have multiple opportunities to create, explore and demonstrate their understanding of key concepts through a scaffolded and engaging learning environment. A simple presentation delivery method allows for seamless teacher and student interaction. Teachers can easily utilize a premade lesson, edit a premade lesson, or create their own with the features below.

Collaborate! | Time to Climb | Poll | Matching Pairs | Open-Ended Question | Draw It | Quiz | Memory Test | Fill in the Blank | Flipgrid | Open-Ended Question Audio

Simulations | VR Field Trips | Flocabulary Videos | Graph Manipulatives | 3D objects | BBC Videos | Microsoft SWAY | PDF Viewer | Slides | Audio | Web Content | Video
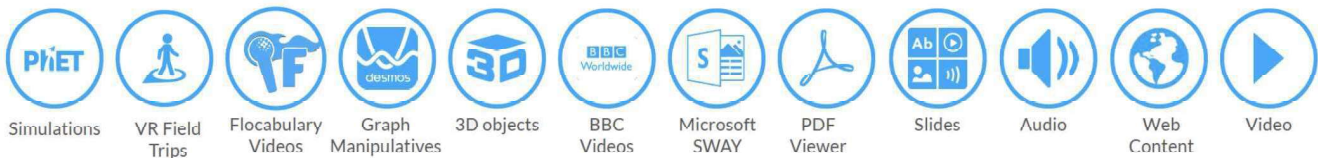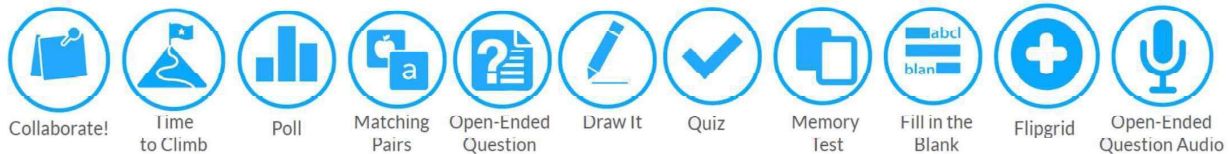
Empower Teacher Effectiveness with Technology

Nearpod Lesson Library:

Nearpod offers **22,000+ customizable, standards-aligned lessons, videos and activities** for all subject areas and grade levels.

- Designed in partnership with respected publishers and built on research-based instructional models
- Saving teachers time with ready-to-teach content and exemplary lessons empower teachers with best practice models to transform their own content.
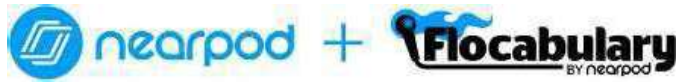
Integrations & Partners

Nearpod works with any device, seamlessly integrates with existing LMS and technology, and partners with best-in-class Curriculum & Media partners.

Data-Driven Instruction with Renaissance Star Assessments:

With the new **Star** and **Nearpod** integration, teachers get the answers to "What do my students need next?" Nearpod makes Star data actionable, giving teachers resources they need to address *every student's* needs with whole group, small group, or individual instruction.

Quickly find high-quality lessons to help you teach the right skills

Star Assessments + nearpod

Nearpod Supplemental Curricula:

To further activate school & district initiatives, Nearpod offers a customizable solution to include supplemental content packages that enhance learning from a whole child perspective.

Nearpod's supplemental content packages includes thousands of K-12 lessons for:

- K-8 Nearpod Math
- K-12 Nearpod for English Learners
- K-12 21st Century Readiness Program: Digital Citizenship & Literacy, SEL, College and Career Exploration, and Financial Literacy
- K-12 Nearpod Social Studies

Flocabulary Overview

Rigorous and standards-aligned, Flocablary provides teachers with over 1,300+ video-based lessons with activities to support vocabulary acquisition and comprehension skills across all subject areas K-12. These high-quality videos captivate students and create an impactful and memorable learning experience by leveraging the power of hip-hop music, storytelling, and emotional connection. Each video-based lesson includes a suite of instructional activities that provide additional practice and exposures at varying levels of rigor to scaffold instruction.

What is Flocabulary?

Bring literacy and vocabulary into every subject, and engage students wherever they are with culturally relevant, rigorous instruction.
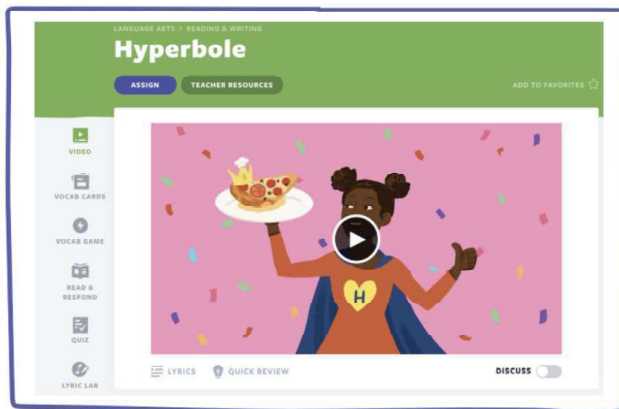
- Access 1300+ hip-hop videos for all subject areas and grade levels
- Leverage supporting activities that move through all levels of Bloom's
- Assign to students, or encourage independent student exploration
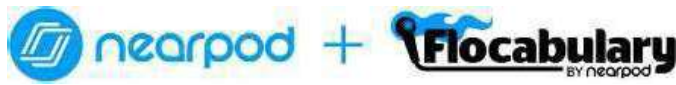
VPAT Accessibility

Documents are attached

Collection of Data

a. Nearpod's Privacy Policy, at https://nearpod.com/privacy-policy (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our Privacy Policy. We will not advertise or market to students who use Nearpod, nor will any student information collected by Nearpod be shared with third parties for advertising and marketing purposes. For teachers, Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

Rostering

Nearpod and Flocabulary both offer three types of rostering: Manual, Clever, or Classlink

Process for Clever Auto-Rostering

1. Ticket is submitted by CSM

2. One of our integration analysts will take ownership of the ticket.

3. The Integration Analyst will send an invite to the district Clever administrator in the Clever Portal to connect if a request has not already been submitted to us by the district.

4. Upon accepting the request, the analyst will email the district Clever administrator to notify them and provide information about what data they will need to share based on the product they are rostering for.
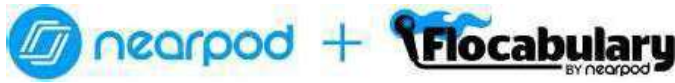
5. Districts Clever Admin will need to share their data with us within 3 business days. If data is not shared within 7 business days, the ticket will auto close and the district will need to resubmit the request again.

6. Once data is being shared the integration analyst will complete a data comparison to find the following:
   - One to one school match of Clever Schools and NP/Flocabulary Schools
   - User comparison of Teachers, Staff and District admin to ensure emails in Clever match email on our backend

   If any discrepancies are found, analysts will communicate with the District.

7. Once no issues are found with data, the analyst will proceed to connect schools one by one on our backend and run the initial sync.

8. The initial sync will populate a sync report, which the analyst will review for errors.

9. Analyst will send a completion email to the district admin, CC'ing the CSM to inform them their sync is complete and include any errors that the district Clever admin will need to address.

10. Finally the integration analyst will update the Rostering Info in Salesforce under the district (see Verifying Status for District for example).

Process for Classlink Auto-Rostering

1. Ticket is submitted by CSM

2. One of our integration analysts will take ownership of the ticket.

3. The Integration Analyst will email the district Classlink administrator with instructions on how to enable One Roster data sharing, if the district is not already visible to Nearpod.

4. Districts Classlink Admin will need to share their data with us within 3 business days. If data is not shared within 7 business days, the ticket will auto close and the district will need to resubmit the request again.

5. Once data is being shared the integration analyst will complete a data comparison to find the following:
   - One to one school match of Classlink Schools and NP Schools
   - Comparison of Users file to ensure emails in Classlink match emails on our backend

   If any discrepancies are found, analysts will communicate with the District.

6. Once no issues are found with data, the analyst will proceed to connect schools one by one on our backend and run the initial sync.

7. The initial sync will populate a sync report, which the analyst will review for errors.

8. Analyst will send a completion email to the district admin, CC'ing the CSM to inform them
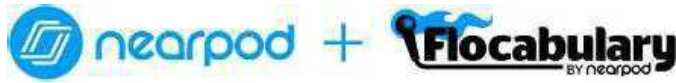
their sync is complete and include any errors that the district Classlink admin will need to address.

9. Finally the integration analyst will update the Rostering Info in Salesforce under the district (see Verifying Status for District for example).

Manual Rostering of Nearpod

District Administrators or CSM's can choose to upload users in Bulk via a CSV Upload. This can be done by any administrator or CSM by using the Bulk Upload tool. The district administrator will need to log into their Nearpod account and navigate to *Manage Nearpod>Manage Users>Bulk*. They will need to select and upload the CSV file here. Please note, there is a '*Download sample CSV file*' here for district administrators to know what data points they will need to provide for each user, in order to create accounts successfully.

Manual Rostering of Flocabulary

Districts who will not be using an auto rostering solution for Flocabulary will need to invite teachers and Administrators in order to create their accounts. The primary way of doing this is by providing the administrator with the Flocabulary activation link to share with their staff. They can also invite users directly from their Flocabulary account. The Administrator will need to log into their account and navigate to *My School> Select the school they want to invite the teacher to> Manage> Invite Teachers*. Here they can invite teachers by selecting them from their Google or Office365 contacts or by inputting email addresses manually. Once a teacher's account has been created they will need to create manual classes or import Google classes to then roster their students.

**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN NEARPOD INC.
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") dated the 4th day of September 2023, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the "District") and Nearpod, Inc. (the "Contractor") executed September 15, 2023 ("Agreement"), herby 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 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 1, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 31, 2023, through August 1, 2024.

3. **Amended Responsibilities.**

    3.1. Within section 1.1, amend with the following additional language which is underlined:

    Agreement shall commence on August 1, 2022 and continue through and including July 31, 2023, unless earlier terminated as provided herein this Agreement. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.

    3.2. Exhibit B is deleted hereby in its entirety.

    3.3. Replace Exhibit B with Contractor's Quote ID: 202893 and Poudre School District Pricing, hereby attached to this First Amendment and made part of this Agreement.

    3.4. The total cost for the Services on the attached Exhibit B is Three Thousand, Four Hundred, Forty Dollars and Zero Cents ($3,440.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

    3.5. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.

    3.6. Within section 9, 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~~

Attn: <u>Contracts Administrator</u>
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: <u>contracts@psdschools.org</u>

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. **<u>Entire Agreement.</u>** 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. **<u>Signatures.</u>** 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.

NEARPOD, INC.   POUDRE SCHOOL DISTRICT R-1

By:_*Todd Brekhus*_____   By:_*R David Montoya*_____
                                                 R David Montoya (Sep 12, 2023 11:12 MDT)

Todd Brekhus   R. David Montoya
General Manager   Executive Director of Finance

                                                 By:_*Julie Chaplain*_____
                                                 Julie Chaplain (Sep 12, 2023 10:47 MDT)

                                                 Julie Chaplain
                                                 Assistant Superintendent

Exhibit B

Sales Order For:

Account	POUDRE SCHOOL DISTRICT R-1
Address	2407 LAPORTE AVE FORT COLLINS, Colorado 80521 UNITED STATES
Contact	Ivy Sipes

Service Start: 08/01/2023

Service End: 07/31/2024

Contact Information:

Company Name	Nearpod Inc.
Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Nearpod Contact	Chelsea Burns
	chelsea.burns@nearpod.com
Company Phone	305-677-5030

Please Note: If you are a *Tax-Exempt Customer*, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.

PRODUCTS

Product	Quantity	Total
Flocabulary Plus	Site License	$3,440.00
	Total	(USD) $3,440.00

Product Description Detail

Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities

- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections

- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

- Upcoming comprehension content and features exclusive to Flocabulary Plus with 200+ new lessons and a new interactive activity

Training Policy

Training Cancellation Policy
Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy
Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Terms

This Sales Order is valid until:

Service will run from 08/01/2023 until 07/31/2024, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $3,440.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order Information:

Yes [   ] – Please provide PO number below

No [   ]

PO Number: _____

If a PO is not required, payment is due upon request via Credit Card, Check, ACH, or Wire. Please check one below.

_____ **Check, ACH or Wire**

_____ **Credit Card**

Please provide email address to receive secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #:

Sales Order For:

Account	POUDRE SCHOOL DISTRICT R-1
Address	2407 LAPORTE AVE FORT COLLINS, Colorado 80521 UNITED STATES
Contact	Tracy Stibitz

Service Start: 08/01/2023

Service End: 07/31/2024

Contact Information:

Company Name	Nearpod Inc.
Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Nearpod Contact	Chelsea Burns chelsea.burns@nearpod.com
Company Phone	305-677-5030

Please Note: If you are a *Tax-Exempt Customer*, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.

PRODUCTS

Product	Quantity	Total
Flocabulary Plus	800 - Students	$3,440.00
	Total	(USD) $3,440.00

Product Description Detail

Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities

- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections

- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

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Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Terms

This Sales Order is valid until:
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Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order Information:

Yes [   ] – Please provide PO number below

No [   ]

PO Number: _____

If a PO is not required, payment is due upon request via Credit Card, Check, ACH, or Wire. Please check one below.

_____   **Check, ACH or Wire**

_____   **Credit Card**

Please provide email address to receive secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #:

Request for Taxpayer
Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC   ☑ C Corporation   ☐ S Corporation   ☐ Partnership   ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1855 Griffin Road, A290

6 City, state, and ZIP code

Dania Beach, Florida 33004

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I   Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

4 6 – 0 9 9 3 6 7 9

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here   Signature of U.S. person ▶ *Severine Vieux*   Date ▶ 01 / 10 / 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Doc ID: 573a6c527f6c201f660de07de858fa4c90c61b2d

SOFTWARE SERVICES AGREEMENT
BETWEEN NEARPOD INC.
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 15th day of September 2022, by and between Poudre School District R-1 (the "District") and Nearpod, Inc. (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

    1.1. This Agreement shall commence on August 1, 2022 and continue through and including July 31,2023.

2. **Deliverables and Purchase Price.**

    2.1. The Contractor shall make its Nearpod online synchronized, interactive educational standards aligned platform, lessons and assessments, and Flocabulary a hip-hop learning program available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2. The total cost for Services under this contract, for Lesher Middle School, an IB World School, as set forth on the attached Exhibit B, shall not exceed Two Thousand, Nine Hundred Ninety Dollars and Zero Cents ($2,990.00), due and payable thirty (30) days from receipt of Contractor's invoice.

    2.2.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

    2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

    2.4.1. The Contractor shall provide the contact in section 11 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

    2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.5. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in B Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent

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or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.9. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3.   **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

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

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

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

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

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

Security of SfeConfidential Student Records   and Information.

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

5.2.   The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student

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records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Poudre School District R-1	Flocabulary, Inc.
Attn: Tracy Stibitz	Attn: Natali Barski
2407 LaPorte Avenue	1855 Griffin Road, A-290
Fort Collins, CO 80521	Dania Beach, FL 33004
E-mail: tstibitz@psdschools.org	Email: legal@nearpod.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Commercial General Liability

Minimum Limits
a. Each Occurrence Bodily Injury & Property Damage $2,000,000
b. General Aggregate $3,000,000
c. Products/Completed Operations Aggregate $2,000,000

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d. Personal/Advertising Injury $2,000,000
e. Coverage must be written on an "occurrence" basis.
f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

<u>Minimum Limits</u>

a. Per Loss $1,000,000
b. Aggregate $3,000,000
c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

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

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

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

15.   General Provisions.

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

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

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

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

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

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

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

15.8. **Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

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

15.10. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially

prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

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

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

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

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

15.15. **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.

NEARPOD, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Jose Carrera_____   By:_R David Montoya_____

Jose Carrera   R. David Montoya
Chief Executive Officer   Executive Director of Finance

By:_____

Scott Neilsen
Assistant Superintendent of Secondary
Schools

Exhibit A

Nearpod Product Description:

Nearpod's lesson delivery platform allows teachers to transform their slideshows into an engaging and interactive lesson. Lessons launched by teachers are synchronized across individual student devices seamlessly integrating student activities and multimedia tools such as VR, 3D models, games, and more which bring curriculum to life for students. Teachers can also launch formative assessments that are viewable in real time on the teacher's dashboard that allow for in the moment data tracking. Assessments and activities that can be added to slides include interactive videos, short answer questions, true/false questions, multiple choice quizzes, matching pairs, a draw it activity, a collaborative board, and more! In addition to teachers creating their own interactive lessons in Nearpod, our Nearpod lesson library offers 8,500+ **premade standards-aligned and interactive lessons** that help save teachers time. These lessons are built on research-based instructional models and designed in partnership with respected publishers, like BBC, National Geographic and Calm. Additionally, Nearpod provides administrative reporting tools and shared school/district libraries to support school/district-wide initiatives, foster collaboration, and ensure oversight.

Flocabulary Product Description:

Flocabulary engages students with hip-hop vocabulary videos and educational content that is standards aligned and culturally relevant. Flocabulary has educational music videos in Math, Science, Social Studies and English Language Arts that cover content for all grade levels, K-12. Each lesson includes a standards-aligned music video and 5 interactive activities that provide teachers with new ways to spark engagement in their classroom. These activities include virtual flashcards, a vocabulary game, read and respond activity, quiz, and the Lyric Lab, where students can create their own rap or poem. Flocabulary's culturally responsive videos and interactive features will empower teachers and amplify the learning environment of students.

What Student Data is collected through the use of Flocabulary?

Data Collected	Collected (Yes/No/Optional)	General Purpose of Data Collection
Access Time	Yes	Used to process any student data requests from the District
Assessment Scores	Yes	Used for teacher data collection
Badges Earned	No	N/A
Browser Type	Yes	Used to process any student data requests from the District
Browser Version	Yes	Used to process any student data requests from the District
Contest Points	No	N/A
Device ID	No	N/A
Device Type & OS	Yes	Used to process any student data requests from the District
Game Time Earned	No	N/A
IEP Progress Percentage	No	N/A
IEP Standards Passed	No	N/A
IP Address	Yes	Used to process any student data requests from the District
Lesson Questions Correct/Incorrect	Yes	Used for teacher data collection
Lesson Scores	Yes	Used for teacher data collection
Machine Model	No	N/A
Operating System	Yes	N/A
Placement test scores	No	N/A
School Address	Optional	This can be connected to a student on the account via the information for the organization linked to the subscription.
School Fax Number	Optional	
School Leader Email Address	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader First and Last Name	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader Password	Optional	Dependent on if the School Leader has a Flocabulary Account
School Leader Role	Optional	Dependent on if the School Leader has a Flocabulary Account
School Name	Yes	Used for teacher data collection
School Phone Number	Optional	
Standard Mastery Percentage	No	N/A
Standards Mastered	No	N/A
Student Answers on Lesson	Yes	Used for teacher data collection

Data	Value	Description/Note
Student First and Last Name	Yes	Required to support product functionality. FYI: If school/district chooses to have students sign up with just usernames and passwords, just initials can be input and first/last are not technically needed. Automatically pulled in if rostering with an SSO option
Student Grade Level	Optional	Stored at the class level so can be traced to the student. For classes created directly on Flocab, this is required to support product functionality. For classes rostered through Google Classroom/Clever, it is optional
Student ID Number	Yes	Required to support product functionality. Note: This refers to a unique Student ID Number provided by the Flocabulary product, not the School.
Student Password	Yes	Required to support product functionality
Student Email	Yes	Required to support product functionality
Student username	Yes	Required to support product functionality
Teacher email address	Yes	Required to support product functionality
Teacher First and Last Name	Yes	Required to support product functionality
Teacher Password	Yes	Required to support product functionality
Time on Lesson	No	N/A
Time Spent in Subjects	No	N/A
Time Spent on Individual Problems	No	N/A

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
Google Classroom	edu.google.com	Student Rostering
Clever	https://clever.com/	Student Rostering
Canvas	https://www.instructure.com/canvas/	SSO
Schoology	https://www.schoology.com/	SSO
ClassLink	https://www.classlink.com/	SSO

Student ID Number	No	N/A
Student Password	No	N/A
Student Email	No	N/A
Student username	No	N/A
Teacher email address	Yes	Required tosupport product functionality
Teacher First and Last Name	Yes	Required to support product functionality
Teacher Password	Yes	Required tosupport product functionality
Time on Lesson	No	N/A
Time Spent in Subjects	No	N/A
Time Spent on Individual Problems	No	N/A

What third-parties does the vendor partner with? Who may receive Student Data in any format?		
Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
Google Classroom	edu.google.com	Student Rostering
Clever	https://clever.com/	Student Rostering
Canvas	https://www.instructure.com/canvas/	SSO
Schoology	https://www.schoology.com/	SSO
ClassLink	https://www.classlink.com/	SSO

What Student Data is collected through the use of Nearpod?

| Data Collected	Collected (Yes/No/Optional)	General Purpose of Data Collection
Access Time	Yes	Used to process any student data requests from the District
Assessment Scores	Yes	Used for teacher post session reporting
Badges Earned	No	N/A
Browser Type	Yes	Used to process any student data requests from the District
Browser Version	Yes	Used to process any student data requests from the District
Contest Points	No	N/A
Device ID	No	N/A
Device Type & OS	Yes	Used to process any student data requests from the District
Game Time Earned	No	N/A
IEP Progress Percentage	No	N/A
IEP Standards Passed	No	N/A
IP Address	Yes	Used to process any student data requests from the District
Lesson Questions Correct/Incorrect	Yes	Used for teacher post session reporting
Lesson Scores	Yes	Used for teacher post session reporting
Machine Model	No	N/A
Operating System	Yes	N/A
Placement test scores	No	N/A
School Address	Optional	the information for the organization linked to the
School Fax Number	Optional	
School Leader Email Address	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader First and Last Name	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader Password	Optional	Dependent on if the School Leader has a Nearpod Acco
School Leader Role	Optional	Dependent on if the School Leader has a Nearpod Acco
School Name	Yes	Used for teacher post session reporting
School Phone Number	Optional	
Standard Mastery Percentage	No	N/A
Standards Mastered	No	N/A
Student Answers on Lesson	Yes	Used for teacher post session reporting
Student First and Last Name	Yes	when joining a session via pin code. Automatically
Student Grade Level	No	N/A

Sub-Processor List

Name of Subprocessor	What they do
Amazon Web Services	Cloud application/service hosting
Apple	Mobile app store
Cloudflare	DNS, CDN and application security
G-Suite	Email, Storage,
Hexacta	Engineering partner
Launch Darkly	Feature Flags for product releases
Mandrill	Transactional and triggered emails
PSI	Engineering partner

Name of Subprocessor	What they do
Amazon	Cloud application/service hosting
Gmail	Email, Storage (Internal emails)
Launch Darkly	Feature Flags for product releases
Nearpod	

Exhibit B
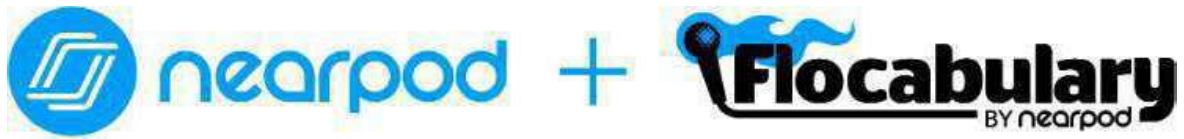
September 14, 2022

Poudre SD R1

Dear Ivy Sipes,

Thank you for your continued business with Nearpod. Per your request, please allow this to serve as your official documentation of our pricing tiers. Please review below and let me know if you need anything further.

Enrollment	Flocab Plus
1-249	$2,600.00
250-999	$3,125.00

Thank you,

Kendra Seksay
Customer SuccessManager

Phone: (919) 629-0094
Schedule a Call with Me!

Sales Order For:

Account	POUDRE SCHOOL DISTRICT R-1
Address	2407 LAPORTE AVE FORT COLLINS, Colorado 80521 UNITED STATES
Contact	Tracy Stibitz

Service Start: 08/01/2022

Service End: 07/31/2023

Contact Information:

Company Name	Nearpod Inc.
Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Nearpod Contact	Kendra Seksay
Company Phone	305-677-5030

Please Note: If you are a *Tax-Exempt Customer*, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.

PRODUCTS

Product	Quantity	Total
Flocabulary Plus	800 - Students	$2,990.00
	Total	(USD) $2,990.00

Product Description Detail

Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities

- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections

- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

- Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) with 200+ new lessons and a new interactive activity

Training Policy

Training Cancellation Policy
Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy
Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Terms

This Sales Order is valid until:

Service will run from 08/01/2022 until 07/31/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $2,990.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Payment? Yes / No
If Yes, please provide PO number below and submit PO with this Sales Order.
If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

_____ **Check, ACH or Wire**

_____ **Credit Card**

Please provide email address to receive secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Exhibit C

Poudre School District

DJG/DJGA – VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Purchasing and Materials Management Department, in cooperation withotherinterested Districtdepartments, sites and employees, may establish required vendor qualificationsforcertain District purchases, and may prequalify vendors, as theydeterminenecessary or appropriate.

CONFLICT OF INTEREST

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

SALES CALLS

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

The superintendent, executivedirector offinance orpurchasing and materials manager may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or Districtemployees.

VIOLATIONS

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

Adopted by Board: May 1972
Revised by Board: May 1982

Revised by Board: April 1988
Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019

LEGAL REF:
C.R.S. 24-18-101, et seq.

CROSS REFS:
DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff

Title	Amendment and Sales Quote
File name	2023 Poudre...a Burns.pdf and 1 other
Document ID	cac23f05520b35c9e5fdbcfa7c3640dffea0cc0f
Audit trail date format	MM / DD / YYYY
Status	● Signed

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