

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

This First Amendment (“Amendment”) effective August 15, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and SportsEngine Inc. (the “Contractor”) executed June 20, 2023 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Software Services Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 01, 2025, through July 31, 2026.
3. **Special Provisions.**
  - 3.1. **Terms and Conditions.** With the exception of items explicitly delineated in this First Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
4. **General Provisions.**
  - 4.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
  - 4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SPORTSENGINE INC.

By: *Jason Cuthbertson*

Name: Jason Cuthbertson

Title: CEO

POUDRE SCHOOL DISTRICT R-1

By: *R David Montoya*

R. David Montoya

Chief Finance Officer

*Brandon Carlucci*

By: [Brandon Carlucci \(Sep 18, 2025 11:22:00 MDT\)](#)

Brandon Carlucci

Director of Athletics and Activities

# Exhibit D

1. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
  - 1.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>
  - 1.2. If, at the time of execution, the Contractor does not yet meet these requirements, the Contractor attests that they are actively working toward compliance and will meet the stated requirements during the 2025-26 school year.

**SOFTWARE SERVICES AGREEMENT  
BETWEEN SPORTSENGINE, INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 20<sup>th</sup> day of June 2023, by and between Poudre School District R-1 (the “District”) and SportsEngine, Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

**2. Deliverables and Purchase Price.**

The Contractor shall make its content management and registration system, Sports Engine software as a subscription available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.1. The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed Eight Thousand, Four Hundred and Fifty Dollars and Zero Cents (\$8,450.00), due and payable thirty (30) days from receipt of Contractor’s invoice.

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

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

2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor’s invoice.

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

2.3.3. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.3.4. 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 10 of this agreement.

2.3. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax ID verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, TIN and bank account verification.

- 2.4.1. Contractor will provide invoices for the Services at the rate specified in B. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.
- 2.4.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.4.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.4.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.4.5. Invoices shall be sent to [ap@psdschools.org](mailto:ap@psdschools.org).
- 2.4.6. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.4.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.5. 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.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.7. 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.

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

### 3. **Definitions.**

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

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

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.4 below.

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

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

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

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and

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

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

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

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

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

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

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

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

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

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

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

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

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

SportsEngine, Inc.  
Attn: Jason Cuthbertson  
807 Broadway Street NE Suite 300  
Minneapolis, MN 55413  
Email: Jason.Cuthbertson@nbcuni.com

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

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

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

## **Commercial General Liability**

### Minimum Limits

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

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

### Minimum Limits

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

The insurance shall provide coverage for:

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

12. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any

and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

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

14. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

SPORTSENGINE, INC.

By: *Jason Cuthbertson*

Jason Cuthbertson  
Chief Financial Officer

POUDRE SCHOOL DISTRICT R-1

By: *R. David Montoya*

R. David Montoya  
Chief Finance Officer

By: *Brandon Carlucci*

Brandon Carlucci  
Director of Athletics and Activities

# Exhibit A

Poudre School District Compliance Documentation  
Drafted by Paul Loeffler, SportsEngine, 10/01/2018

- **Detailed specific description of the product:**
  - The Sports Engine platform is a content management and registration system designed to assist youth and amateur athletic organizations with the management of their administrative operations. The platform includes toolsets geared specifically towards:
    - The management of public facing multimedia website content
      - Includes sport specific functionality like stats, standings, schedules
    - Membership communication through text and email messaging
    - Data collection and reporting through use of online forms
- **What exactly are we receiving for the cost. Again, specific and descriptive:**
  - Software as a Subscription (SaaS): \$595 Annually
    - Multimedia website content creation and management tool (text blocks, links, Images, etc)
    - Mobile responsive websites
    - Content sync between networked sites (district to individual school sites-- calendars, schedules, standings, etc.)
    - Mobile app interface of "team page" data (rosters, calendars, schedules, standings, etc.)
    - Communication methods (email and text)
    - iCal feed from calendar to personal calendar
    - Unlimited data, pages
    - Page specific editing access for administrators/webmasters
    - Customer support by phone and email
    - Year to year database of information
    - Data security – PCI Level 1 Compliance
    - Sport specific tools, stats, standings, rosters, schedule management
  - Registration: \$7000 (\$1.00 per estimated "transaction" or student record data collection)
    - Original estimate ~7500 unique student registrations, negotiated to \$7000. To be reviewed annually.
    - Customizable online registration forms collection
    - Filtered registration reporting
  - League: \$855 Annually (\$5.00 per team with estimated 171 teams)
    - Includes all core functionality from the SaaS.

- Inherent scheduling efficiencies that allows administrators to save time building and managing league schedules.

- **What student personally identifiable data is collected using the system?**
- **What is the student personally identifiable data use for after it is collected?**

Data Collected	Purpose
First Name	District Records and Application
Last Name	District Records and Application
Middle Initial	District Records and Application
Birthdate	District Records and Application
Age	District Records and Application
Gender	District Records and Application
PSD Student ID#	District Records and Application
Sport(s)	District Records and Application
Address	District Records and Application
City	District Records and Application
State	District Records and Application
ZIP	District Records and Application
Country	District Records and Application
Previous Year's School of Attendance	District Records and Application
School District	District Records and Application
Grade	District Records and Application
Parent/Guardian First Name	District Records and Application
Parent/Guardian Last Name	District Records and Application
Parent/Guardian Cell Phone	District Records and Application
Parent/Guardian Home Phone	District Records and Application
Parent/Guardian Email	District Records and Application
Parent/Guardian 2 First Name	District Records and Application
Parent/Guardian 2 Last Name	District Records and Application

Parent/Guardian 2 Email	District Records and Application
Primary Emergency Contact First Name	District Records and Application
Primary Emergency Contact Last Name	District Records and Application
Primary Emergency Contact Relationship to Player	District Records and Application
Primary Emergency Contact Home Phone	District Records and Application
Primary Emergency Contact Work Phone	District Records and Application
Secondary Emergency Contact First Name	District Records and Application
Secondary Emergency Contact Last Name	District Records and Application
Secondary Emergency Contact Relationship to Player	District Records and Application
Secondary Emergency Contact Home Phone	District Records and Application
Secondary Emergency Contact Work Phone	District Records and Application
Allergies	District Records and Application
Medical Conditions	District Records and Application
Disabilities	District Records and Application
Date of Student Athlete's Last Tetanus Boost	District Records and Application
Upload Physician Certification	District Records and Application
Upload Medical Release	District Records and Application
Upload Student Eligibility	District Records and Application
Upload Student Athlete Medical Information	District Records and Application
Additional Questions*	*Districts have the ability to create additional questions for district use and application

Username	Required to Support Product Functionality and Account Creation
First Name	Required to Support Product Functionality and Account Creation
Last Name	Required to Support Product Functionality and Account Creation
Birthdate	Age Validation
Email Address	Required to Support Product Functionality and Account Creation
Password	Required to Support Product Functionality and Account Creation
Browser Type	Analytics Used to Improve Product Functionality
Machine Model	Analytics Used to Improve Product Functionality
Access Time	Analytics Used to Improve Product Functionality
Referring URLs	Analytics Used to Improve Product Functionality
Page Views	Analytics Used to Improve Product Functionality
IP Address	Analytics Used to Improve Product Functionality
Device ID	Analytics Used to Improve Product Functionality
Device Type and OS	Analytics Used to Improve Product Functionality

**\*Please note that the Registration Product can be used by the client to create custom questions that can be used to gather an unlimited set of data. This data is at the request of the client to be used by the client.**

**What third party vendors do they contract with, that may have access to student personally identifiable data? What is the purpose of these third-party vendors?**

**3rd Parties Used In Standard Platform**

**Applications:**

Amazon Web Services (AWS)

Web Server Data Storage

New Relic

Server instance and application monitoring/error reporting

PagerDuty

Operational Alerting

Fastly

Content Delivery Network

Mailgun	Email sending service
Send Grid	Email sending service
Plivo	SMS sending service
Twilio	SMS sending service
Threat Stack	Intrusion Detection System
Smartling	Language translation
Pusher	Push messages
Heroku	Cloud Server hosting
Google Analytics	Analytics
Quantcast	Analytics
Flurry	Analytics
Intercom	Analytics
Crashlytics	Mobile Analytics
fullstory	User Experience Testing
SalesForce	Customer Relationship Management
Marketo	Marketing Communication
<u>Statuspage.io</u>	System status page hosting (customers can opt in to status updates)
Google Apps	Internal Company Collaboration

#### Client Optional Third Party Integrations:

GameChanger	Stat Tracking
Diamond Scheduler	Scheduling
Team Genius	Player assessment software
BoxCast	Event Streaming
<u>YouthHockey.com</u>	Scheduling
Autoice	Scheduling
ScheduleWerks	Scheduling

Maximum Solutions	Scheduling
USA Hockey Registration	Data Sync (Pulls from USA Hockey)
US Lacrosse	Data Sync (Pulls from US Lacrosse)
Schawnns Cares	Fundraising
AAU	Member Verification
Facebook	Creates "Like" Button
Twitter	Embeds Twitter Feed
iScout	Scoring
iScore	Scoring
Snap Widget	Embed Instagram Feed
MailChimp	API Key
OnlineDraft	Team Creation
SquadLocker	Online Team Store
RallyMe	Fundraising
SOCCRStats	Stat Tracking
NextPlay	Tryout Assessment
PlayersHealth	Health and Wellness Management
TeamRunner	Team Trip Management
SportsBoard	Tryout Management / Assessment
AES	Volleyball Event Management

**A full price quote broken out for the full length of the requested time of use:**

- Registration, \$7000, Annual
- Content Management System Subscription, \$595, Annual
- League Subscription, \$855, Annual
- Pro Rata Invoice per requested change of renewal date to align with Poudre School District Fiscal Year (Invoice Included)
- Current Year Invoice Included

# Exhibit B

SportsEngine, Inc  
 Attn: Lockbox 10336  
 PO Box 7410336  
 Chicago, IL 60674-0336  
<http://www.sportsengine.com>

**Invoice Date:** 07/01/2023  
**Invoice #:** INV01598602  
**Payment Terms:** Due Upon Receipt  
**Due Date:** 07/01/2023

**Bill To:**

Poudre School District  
 # A00041895  
 2407 LaPorte Avenue  
 Fort Collins, Colorado 80521 United States  
 lwilladsen@psdschools.org

Organization	Product Name	Charge Detail	Service Period	Subtotal	Tax	Total
	Registration with Basic Setup	Registration	07/01/2023-06/30/2024	\$7,000.00	\$0.00	\$7,000.00
	Sitebuilder - Billed Annually	Sitebuilder - Billed & Recurring Annually	07/01/2023-06/30/2024	\$595.00	\$0.00	\$595.00
	League Annually	League Annually	07/01/2023-06/30/2024	\$855.00	\$0.00	\$855.00

**INVOICE TOTALS**

	<b>Invoice Subtotal:</b>	<b>\$8,450.00</b>
	<b>Tax:</b>	<b>\$0.00</b>
	<b>Total:</b>	<b>\$8,450.00</b>

	<b>Invoice Balance:</b>	<b>\$8,450.00</b>

**USAGE SUMMARY**

Subscription Identifier	Charge Details	Period	Allowance	Used	Billable	Rate	TOTAL

**USAGE DETAILS**

Date	Subscription Identifier	Quantity	Charge Info	Usage Description

# Exhibit C



# **Poudre School District**

## **DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS**

### **VENDOR QUALIFICATIONS**

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

### **CONFLICT OF INTEREST**

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

### **SALES CALLS**

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

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

### **VIOLATIONS**

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995

Revised by Board: April 8, 1996

Revised by Board: June 10, 1996

Revised by Superintendent: May 14, 2007

Revised by Superintendent: March 8, 2017

Revised by Board: February 12, 2019

Revised by Board: December 8, 2020

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff

# Sports Engine First Amendment 25-26 - Vendor Signed

Final Audit Report

2025-09-23

Created:	2025-09-18
By:	Ginny Gordon (vgordon@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhweBbKhd_TFVnlsoA7eBHRJ9uDA1a8br

## "Sports Engine First Amendment 25-26 - Vendor Signed" History

-  Document created by Ginny Gordon (vgordon@psdschools.org)  
2025-09-18 - 2:28:18 PM GMT
-  Document emailed to bcarlucci@psdschools.org for signature  
2025-09-18 - 2:30:37 PM GMT
-  Email viewed by bcarlucci@psdschools.org  
2025-09-18 - 5:21:31 PM GMT
-  Signer bcarlucci@psdschools.org entered name at signing as Brandon Carlucci  
2025-09-18 - 5:21:58 PM GMT
-  Document e-signed by Brandon Carlucci (bcarlucci@psdschools.org)  
Signature Date: 2025-09-18 - 5:22:00 PM GMT - Time Source: server
-  Document emailed to Dave Montoya (davem@psdschools.org) for signature  
2025-09-18 - 5:22:04 PM GMT
-  Email viewed by Dave Montoya (davem@psdschools.org)  
2025-09-18 - 6:24:27 PM GMT
-  Email viewed by Dave Montoya (davem@psdschools.org)  
2025-09-23 - 3:15:10 PM GMT
-  Document e-signed by Dave Montoya (davem@psdschools.org)  
Signature Date: 2025-09-23 - 3:42:17 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-23 - 3:42:17 PM GMT



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