

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN WEVIDEO, INC. AND POUFRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) dated April 9, 2025 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and WeVideo, Inc. (the “Contractor”), executed August 1, 2022, the First Amendment to the contract executed June 15, 2023 and the Second Amendment to the contract executed May 10, 2025, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated July 31, 2025, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2025, through July 31, 2026.

3. **Special Provisions.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Poudre School District Student Data Information Request for Software Services, hereby attached to this Third 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 Quote WVSI-151770, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.5. Exhibit C is deleted hereby in its entirety.
 - 3.6. Replace Exhibit C with Contractor’s WeVideo Accessibility Conformance Report Version 2.4Rev, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.7. Section 10 is deleted hereby in its entirety.
 - 3.8. Add Exhibit D with Poudre School District’s Tech Services with PII Insurance Coverage Requirements hereby attached to this Third Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

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

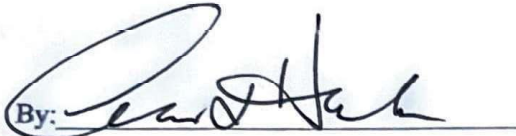
5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

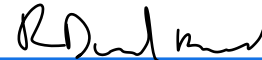
IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

WEVIDEO, INC.

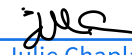
POUDRE SCHOOL DISTRICT R-1

By: 

Patrick Hodges
Chief Revenue Officer

By: 
By: Dave Montoya (May 12, 2025 17:38 MDT)

R. David Montoya
Chief Finance Officer/
Chief Operations Officer

By: 
By: Julie Chaplain (May 12, 2025 13:18 MDT)

Julie Chaplain, PhD
Assistant Superintendent

Attachment A

PSD STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

1. Detailed, formal description of product and scope of work to be completed.

Descriptions should not include wording such as “most used” or “used by X number of schools.” Service descriptions should be detailed and free of sales language so it’s clear what’s being purchased.

WeVideo:

- **Cloud-Based Video Editing:**
 - WeVideo is a platform that allows users to create and edit videos directly within a web browser. This eliminates the need for downloading and installing complex software.
 - It supports various media formats, enabling the import of video clips, images, and audio files from local devices or cloud storage.
 - Users can perform standard video editing tasks, including trimming, cutting, merging, and rearranging clips on a timeline.
 - It provides tools for adding text overlays, transitions, and visual effects to enhance videos.
- **Multimedia Creation Tools:**
 - The platform includes features for adding audio tracks, voiceovers, and background music to videos.
 - It offers a library of stock media, such as images and video clips, that users can incorporate into their projects.
 - Users can create screen recordings and webcam recordings directly within the platform.
- **Collaboration Features:**
 - WeVideo allows multiple users to collaborate on video projects simultaneously.
 - Users can share projects and provide feedback, facilitating team-based video creation.
- **Export and Publishing:**
 - Completed videos can be exported in various resolutions and formats for different purposes.
 - Users can directly publish videos to platforms like YouTube, Vimeo, and Google Drive.

PlayPosit:

- **Interactive Video Platform:**
 - PlayPosit enables users to add interactive elements to existing video content.
 - Users can upload or link to videos from platforms like YouTube, Vimeo, or their own storage.
 - The platform allows the insertion of various interactive question types directly into the video timeline.
- **Interactive Question Types:**
 - PlayPosit supports multiple-choice, free-response, fill-in-the-blank, and reflection questions.
 - Users can set feedback for each question, providing immediate responses to learners.
 - It also allows for the insertion of pauses, and discussions into the video.
- **Data and Analytics:**
 - The platform provides data on learner engagement and performance within the interactive videos.
 - Users can track which questions learners answered correctly and how long they spent on each section.
 - This data can be exported.
- **Learning Management System (LMS) Integration:**

- PlayPosit integrates with various LMS platforms, allowing instructors to embed interactive videos within their courses.
 - Learner data can be synced with the LMS gradebook.
 - It can be used to assign interactive video assignments.
2. What student data is collected through use of the system?
- List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.
 - For full information on data collection please click [HERE](#). Educational institutions may choose to enable admin roles for certain users. Admin users can modify the services available for other users, including whether those users can share videos outside of the Services.
 - When your school or school district purchases a subscription, a special account – the Account Owner – is created. Every School plan has a single account owner, usually school IT staff, although it could be a teacher, instructional coach, or some administrative person. Account owner data that we collect is used to create, bill, and maintain the WeVideo for Schools plan service (“Owner data”)

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
IP Address	IP Address	IP Address	User Agent String
Email	Email	Email	
First and/or Last	First and/or Last	First and/or Last	
Responses to surveys or questionnaires			
Student-generated content			

3. What is the purpose of collecting student data?
- We use the information to deliver our services.
4. What third parties does the company partner with who may receive student data in any format? *This includes storage and vendors receiving encrypted data.*
- [Click here](#) for a full list of our sub-contractors/sub-processors. The following receive student data:
 - Amazon Web Services - Infrastructure and Storage
 - Groove - Email Service - used for communication with account owners
5. What is the purpose of the third-party partners? Please click on the [link here](#) for full details on all our partners.

Please provide:

6. Current quote (if available)

- Attached to email.
7. Tiered pricing for future purchases
 - Included in quote.
 8. Name and email for contract notices
 - Taylor Ripley, Customer Success Manager (taylor@wevideo.com)
 9. Name and title of person who will sign the contract:
 - Patrick Hodges, Chief Revenue Officer
 10. Does the system allow integration for rostering?
 - You can roster instructors via our [Admin Dashboard](#). Learners will be enrolled in courses upon launching an assignment link or through their class via LTI connection.
 - [Roster with Google Classroom](#)
 - [Integrate & Roster in your LMS](#)
 - [How to add/remove learners in PlayPosit 3.0](#)
 - [Adding Instructors](#)
 11. Updates to your **VPAT or Accessibility Documentation**
 - [Accessibility Article](#)
 - **Updated VPAT's (PlayPosit and WeVideo):**
 - [WeVideo VPAT](#)
 - [HECVAT 3.04](#)
 - [PlayPosit 3.0 VPAT](#)

Attachment B



Date: 2/25/2025 16:55:39
 Number: WWSI-1515770

Price Quote/Proposal

Remit Payment To:

WeVideo, Inc.
 P.O. Box 103175
 Pasadena, CA 91189-3175
 Fax: 408-819-9441

Customer Information:

Accounts Payable

 Poudre School District R-1 (CO)
 2407 Laporte Avenue
 Fort Collins, Colorado 80521

Expires: 7/1/2025

Contact:

Notes:

POUDRE SCHOOL DISTRICT R-1 (CO) is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Poudre School District R-1 (CO) is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Poudre School District R-1 (CO) receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Poudre School District R-1 (CO) below:

	Product/Description	Total Extended Price
15000 users	WeVideo for Schools Annual Subscription	\$78,497.94
	<i>Annual PlayPosit Institutional Enterprise Level License with support for all content creators and consumers at subscriber's school</i>	
	Core deployment options for content: Asynchronous, Synchronous, Learner Made Bulbs, LMS LTI integrations, Custom-branded, white-labeled player and navigation, Admin Dashboard for data, access, and control of faculty licenses, Private PlayPosit Admin Media Management system for PlayPosit content, Private faculty-facing library, Peer Review Playlists	
		Subtotal \$78,497.94
		Tax (exempt?)
		Total \$78,497.94

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption

Quote is valid for terms as stated above and below

All prices in US Dollars (\$)

SECTION I - Term Length and Billing Options (CHECK ONE):

- Purchase 12 months from 08/01/2025 to 07/31/2026 prepaid \$78,497.94
- Purchase 24 months from 08/01/2025 to 07/31/2027 prepaid \$156,995.87
- Purchase 24 months from 08/01/2025 to 07/31/2027 billed annually \$78,497.94
- Purchase 36 months from 08/01/2025 to 07/31/2028 prepaid \$235,493.81
- Purchase 36 months from 08/01/2025 to 07/31/2028 billed annually \$78,497.94
- Purchase 48 months from 08/01/2025 to 07/31/2029 prepaid \$313,991.75
- Purchase 48 months from 08/01/2025 to 07/31/2029 billed annually \$78,497.94
- Purchase 60 months from 08/01/2025 to 07/31/2030 prepaid \$392,489.69
- Purchase 60 months from 08/01/2025 to 07/31/2030 billed annually \$78,497.94

SECTION II - Purchase Order Requirement (CHECK ONE):

- Yes, a Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.
- No, this signed quote is sufficient to invoice my school or district (invoice provides information for credit card payment).



Date: 2/25/2025 16:55:39
Number: WWSI-1515770

Price Quote/Proposal

School/District: POUDRE SCHOOL DISTRICT R-1 (CO)
Contact: Accounts Payable

SECTION III - COMPLETE ALL FIELDS: REQUIRED IN ORDER TO PROVISION THE LICENSE AND CREATE THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the account will be provisioned and will be the active license manager.

School/district name POUDRE SCHOOL DISTRICT R-1 (CO)

Account admin/owner who will log-in/manage the account on a daily basis

Admin/Owner First Name

Admin/Owner Last Name

Admin/Owner Email

Job Title/Role

Phone Number

BILLING INFORMATION

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payable Phone Number

PROPOSAL ACCEPTANCE

School or district purchase approver

The Parties acknowledge and agree that this Quote is subject to, and governed by wevideo.com/terms-of-use entered into by and between the Parties on or about 8/1/2025 ("WeVideo Services Agreement"). The WeVideo Services Agreement is incorporated herein by reference. To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says (Proposal Acceptance.) Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name _____

Print Title _____

Attachment C

WeVideo Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: WeVideo.com

Report Date: June 27th, 2023

Product Description: WeVideo is a powerful, easy to use, cloud-based collaborative video creation platform. With over 38 million accounts created to date, WeVideo is the first choice of businesses, consumers, educators and students, as well as being the video backbone for many third-party media solutions. WeVideo can be accessed from any computer or device: at school, home, work or on the go. Users can easily capture, edit, view and share videos for personal, social media, business or learning purposes with secure storage of their content in the cloud.

Contact Information: support@wevideo.com

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

Notes:

Evaluation Methods Used: desktop computers with Job Access With Speech 2022 (JAWS) and NonVisual Desktop Access 2023 (NVDA).

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.1</u>	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 2.4 Report

Note: When reporting on conformance with the WCAG 2.4 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.1.1 Non-text Content</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Decorative SVG tags not being hidden from screen reader uses; • Images lacking alt attributes, making it impossible for screen reader users to know what the image depicts; • Decorative images with unnecessary alt attributes; • Non-essential icons not being properly hidden from screen reader users; • Icons providing important information not conveyed to screen reader users.
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)</p>	<p>Supports</p>	<p>There are no accessibility barriers related to prerecorded audio-only and video-only content.</p>
<p><u>1.2.2 Captions (Prerecorded)</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to some videos not having captioning.</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to one video not having either an audio description or a descriptive transcript.</p>
<p><u>1.3.1 Info and Relationships</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Content functioning as a list not indicated as such; • Pages lacking a <main> tag; • Page containing heading levels in illogical order; • Text functioning as a header not marked up as such; • Sections not marked up correctly;

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Regions needing additional ARIA markup for better understanding of sections; • Screen reader users not being informed where each card begins and ends; • Screen reader users not being informed how many cards are present in a set; • Breadcrumb links not properly identified; • Tables with visible column header not properly indicated to screen reader users; • Page lacking a <h1> heading; • Modal dialog containing heading levels in illogical order; • Existing label elements not being programmatically associated with their form fields; • Custom checkboxes and radio buttons posing accessibility issues; • Element that is semantically part of the button, not being included in one; • Instructions that are not programmatically associated with their relevant form field.
<u>1.3.2 Meaningful Sequence</u> (Level A)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Content not following a logical reading order; • Elements receiving focus in an illogical order.
<u>1.3.3 Sensory Characteristics</u> (Level A)	Supports	There are no accessibility barriers related to sensory characteristics in instructions.
<u>1.4.1 Use of Color</u> (Level A)	Partially Supports	A rating of Partially Supports has been given due to one element using specific sensory characteristic, such as color alone, to indicate that it is selected.
<u>1.4.2 Audio Control</u> (Level A)	Supports	There are no accessibility barriers related to audio control.

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.1.1 Keyboard</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Additional content being revealed on hover only, which is inaccessible to both screen reader and keyboard users; • Buttons and links not being marked up as such; • Calendars not being fully accessible; • Custom radio buttons and checkboxes with accessibility issues; • Custom select dropdowns with accessibility issues; • Element containing a drag and drop feature which is inaccessible to keyboard users; • Users not being able to interact with tabs as expected; • Keyboard users not being able to scroll content; • Unactionable elements with tabindex="0" attribute.
<p><u>2.1.2 No Keyboard Trap</u> (Level A)</p>	<p>Supports</p>	<p>There are no accessibility barriers related to navigation traps.</p>
<p><u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 only)</p>	<p>Supports/Not Applicable</p>	<p>There are no accessibility barriers related to key shortcuts.</p>
<p><u>2.2.1 Timing Adjustable</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to some alerts not remaining visible long for users with reading and cognitive disabilities to perceive and read; there is no mechanism provided to extend the duration of the alert.</p>
<p><u>2.2.2 Pause, Stop, Hide</u> (Level A)</p>	<p>Supports</p>	<p>There are no accessibility barriers related to pausing, stopping and hiding content.</p>
<p><u>2.3.1 Three Flashes or Below Threshold</u> (Level A)</p>	<p>Supports</p>	<p>There are no accessibility barriers related to flashing or rapidly changing content.</p>
<p><u>2.4.1 Bypass Blocks</u> (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to one page missing a "Skip to Main Content" link.</p>

Criteria	Conformance Level	Remarks and Explanations
<u>2.4.2 Page Titled</u> (Level A)	Partially Supports	A rating of Partially Supports has been given due to the title tag in the head of the document not reflecting the purpose of the page.
<u>2.4.3 Focus Order</u> (Level A)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Multiple modal dialogs not bringing focus back to the triggering element when modal dialog is closed; • Elements receiving focus in illogical order.
<u>2.4.4 Link Purpose (In Context)</u> (Level A)	Partially Supports	A rating of Partially Supports has been given due to some image buttons not being properly labeled for screen reader users.
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to pointer gestures.
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 only)	Supports	There are no accessibility barriers related to pointer behaviors.
<u>2.5.3 Label in Name</u> (Level A 2.1 only)	Supports	There are no accessibility barriers related to labels and accessible names.
<u>2.5.4 Motion Actuation</u> (Level A 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to motion actuation.
<u>3.1.1 Language of Page</u> (Level A)	Supports	There are no accessibility barriers related to declaration of page language.
<u>3.2.1 On Focus</u> (Level A)	Supports	There are no accessibility barriers related to the behavior of control elements upon gaining browser focus.
<u>3.2.2 On Input</u> (Level A)	Partially Supports	A rating of Partially Supports has been given due to screen reader users not being informed that content is changed on the page when any of the elements in toolbar are activated.
<u>3.3.1 Error Identification</u> (Level A)	Supports	There are no accessibility barriers related to error identification.
<u>3.3.2 Labels or Instructions</u> (Level A)	Partially Supports	A rating of Partially Supports has been given due to:

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Required form fields not being indicated visually as such; • The meaning of the asterisk (*) not being defined; • Existing labels not being programmatically associated with their form fields; • Form fields using only placeholder text as a visual label; • All form fields not being properly labeled; • Radio button sets lacking a fieldset and legend; • Instructions not being programmatically associated with their relevant form field.
<u>4.1.1 Parsing (Level A)</u>	Partially Supports	<p>A rating of Partially Supports has been given due to some buttons being wrapped in links, which may be confusing to screen reader users and creates additional tabstop for keyboard users.</p>
<u>4.1.2 Name, Role, Value (Level A)</u>	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Elements controlling expandable content without indicating that to screen reader users; • Elements having unnecessary ARIA attributes; • Modal dialogs not being labeled as such; • Tabs within a tabset not being wrapped in a tablist; • Calendars not being fully accessible; • Existing labels not being programmatically associated with their form fields; • Elements marked up as links, where they function like buttons; • Elements marked up as buttons, where they function like links;

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Tab controls and tab panels missing critical ARIA attributes; • Custom radio buttons and checkboxes posing accessibility issues; • Custom select dropdowns posing accessibility issues; • Invisible elements receiving focus and being always visible to screen reader users; • Alert message not being read to screen reader users; • Modal dialog missing necessary ARIA attributes; • Orientation of vertical tabs not conveyed programmatically; • Modal dialog closing visually, but screen reader still being able to read its content.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to live captions.
<u>1.2.5 Audio Description (Prerecorded)</u> (Level AA)	Partially Supports	A rating of Partially Supports has been given due to one video not having an audio description or a descriptive transcript.
<u>1.3.4 Orientation</u> (Level AA 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to device orientation.
<u>1.3.5 Identifv Input Purpose</u> (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to input fields not allowing autofill, which can make it difficult for some users to properly fill in the required information.

Criteria	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	A rating of Partially Supports has been given due to several instances of color contrast not meeting minimum threshold under WCAG 2.0/2.1.
1.4.4 Resize text (Level AA)	Partially Supports	A rating of Partially Supports has been given due to pages not being scalable.
1.4.5 Images of Text (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to images of text.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to: <ul style="list-style-type: none"> • Content on the page becoming obscured and/or truncated when viewport is set to a minimum width of 320px; • Content requiring the user to scroll in more than one direction to read it.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	There are no accessibility barriers related to non-text contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	There are no accessibility barriers related to text spacing.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to additional content being revealed on hover.
2.4.5 Multiple Ways (Level AA)	Supports	There are no accessibility barriers related to multiple, distinct ways of finding and navigating to content.
2.4.6 Headings and Labels (Level AA)	Partially Supports	A rating of Partially Supports has been given due to some buttons not having sufficient labels for all users.
2.4.7 Focus Visible (Level AA)	Partially Supports	A rating of Partially Supports has been given due to: <ul style="list-style-type: none"> • Keyboard users being able to focus outside of multiple modal dialogs while one is open; • Video controls in Exports video player lacking focus indicators with sufficient contrast when they receive focus.
3.1.2 Language of Parts (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to languages for parts of content.

Criteria	Conformance Level	Remarks and Explanations
3.2.3 Consistent Navigation (Level AA)	Supports	There are no accessibility barriers related to consistency of navigation.
3.2.4 Consistent Identification (Level AA)	Supports	There are no accessibility barriers related to elements consistency of element identification.
3.3.3 Error Suggestion (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to error correction suggestions.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to error prevention in legal, financial or personal data inputs.
4.1.3 Status Messages (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to an alert message not being read to screen reader users.

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.6 Contrast (Enhanced) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.9 Images of Text (No Exception) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.3 No Timing (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.4 Interruptions (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.

Criteria	Conformance Level	Remarks and Explanations
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.3.2 Three Flashes (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.8 Location (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.10 Section Headings (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.5.5 Target Size (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.3 Unusual Words (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.4 Abbreviations (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.5 Reading Level (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.6 Pronunciation (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.2.5 Change on Request (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.3.5 Help (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.3.6 Error Prevention (All) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

Attachment D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Provider has assumed in section 11.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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









WeVideo - 372706 - 2025-2026 - Third Amendment Only - Final - Vendor Signed

Final Audit Report

2025-05-12

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