

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

This Third Amendment (“Third Amendment”) dated the 13th day of August, 2023 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Stukent (the “Contractor”), executed May 18 2020, the First Amendment to the contract executed July 19, 2021 and the Second Amendment to the contract executed August 11, 2022, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached 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 Third Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 14, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 15, 2023, through August 14, 2024.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A-1 is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A-1 with Contractor’s Quote Reference 20220721-21543356, hereby attached to this First Amendment and made part of the Agreement.
 - 3.3. The total cost for the Services shall not exceed and as set forth on the attached Exhibit A-1 is Three Thousand, Seven Hundred, Forty Dollars and Zero Cents (\$3,740.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.4. 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~~

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521

E-mail: contracts@psdschools.org

4. **General Provisions.**

- 4.1. **Entire Agreement.** The Agreement 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.
- 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.

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

STUKENT, INC.

POUDRE SCHOOL DISTRICT R-1

By:  _____

Rafiullah Seddiqi
CTO

By:  _____
R David Montoya (Oct 25, 2023 14:19 MDT)

R. David Montoya
Executive Director of Finance

By:  _____
Traci Gile (Oct 25, 2023 12:27 MDT)

Traci Gile, Ph.D.
Assistant Superintendent of Elementary
Schools

Exhibit A



(23-24) Stukent Quote | Pourde School District | Social Media Marketing Bundle

Quote created: July 21, 2022 Reference: 20220721-212543356

Tracy Stibitz

tstibitz@psdschools.org

970-490-3564

Comments

Teacher and student licenses to be used between the four schools in the District:

- Fort Collins High School (30 licenses)
- Fossil Ridge High School (100 licenses)
- Rocky Mountain High School (60 licenses)
- Pourde High School (30 licenses)

Chris Pacis - Stukent, Inc.



Products & Services

Social Media Marketing Simulation | Marketing Strategies eBook

The Mimic Social Media Bundle has students learn to create social posts, schedule posts, and target audiences for a fictitious bag company.

1 x \$4,400.00
for 1 year

One-time subtotal	\$4,400.00
15% District Discount	(\$660.00)
	15% discount
Total	\$3,740.00

This quote expires on July 31, 2023

Purchase terms

Start Date: August 1st, 2023

End Date: July 31st, 2024

Please forward P.O's and purchasing information to christopher.pacis@stukent.com

Questions? Contact me



Chris Pacis

christopher.pacis@stukent.com

+12085411229

Stukent, Inc.

1690 International Way

Idaho Falls ID 83402

US

**SECOND AMENDMENT SOFTWARE SERVICE AGREEMENT
BETWEEN STUKENT, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 11th day of August 2022, is attached to and forms part of the Software Service Agreement between and Poudre School District R-1 (the “District”) and Stukent, Inc. (the “Contractor”) executed May 18 2020 and the First Amendment to the Agreement executed July 19, 2021 (“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 14, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 15, 2022 through August 14, 2023.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A-1 is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A-1 with Contractor’s Price Quote #20220721-212543356, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.2.1. The cost for Services for Mimic Social Media Marketing Simulation is Two Thousand, Eight Hundred and Ninety Dollars and Zero Cents (\$2,890.00).
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 [Provider] 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.

STUKENT, INC.

POUDRE SCHOOL DISTRICT R-1

By:  _____

By:  _____
davem@psdschools.org davem@psdschools.org (Aug 24, 2022 17:16 MDT)

Stuart Draper 8/23/2022
CEO

R. David Montoya
Executive Director of Finance

By:  _____
snielsen@psdschools.org snielsen@psdschools.org (Aug 24, 2022 09:39 MDT)

Scott Nielsen
Assistant Superintendent of Secondary
Schools

Exhibit A-1



(22-23) Stukent Quote | Pourde School District | Social Media Marketing Bundle

Quote created on July 21, 2022 - Reference: 20220721-212543356

Tracy Stibitz
Contract Administrator
tstibitz@psdschools.org
970-490-3564

Comments

- Teacher and student licenses to be used between the three schools in the District:
- Fort Collins High School (30 licenses)
 - Fossil Ridge High School (100 licenses)
 - Rocky Mountain High School (60 licenses)

Chris Pacis - Stukent, Inc.



Products & Services

MIMIC Social Media Marketing Simulation Marketing Strategies eBook	1 x \$3,400.00
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The Mimic Social Media Bundle has students learn to create social posts, schedule posts, and target audiences for a fictitious bag company.	<i>for 1 year</i>
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One-time subtotal	\$3,400.00
15% District Discount	\$510.00
Total	\$2,890.00

This quote expires on December 6, 2022.

Purchase Terms

Start Date: August 1st, 2022

End Date: July 31st, 2023

Please forward P.O's and purchasing information to christopher.pacis@stukent.com

Questions? Contact me



Chris Pacis

christopher.pacis@stukent.com

+1 (208) 541-1229



Stukent, Inc.

1690 International Way

Idaho Falls, ID 83402

US

**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN STUKENT, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 19th day of July 2021, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the “District”) and Stukent, Inc. (the “Contractor”) executed May 18, 2020 (“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 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 14, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 15, 2021 through August 14, 2022.
3. **Amended Responsibilities.**
 - 3.1. Amend Exhibit A with Contractor’s Price Quote #20210414-224123684, hereby attached as Exhibit A-1 to this First Amendment and made part of this Agreement.
 - 3.2. The total cost for the Services on the attached Exhibit A-1 is Three Thousand, Five Hundred and Seventy Dollars and Zero Cents (\$3,570.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.3. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

~~Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Contractor shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of~~

any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attn: Risk Management
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: risk@psdschools.org

~~Any insurance and/or self insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.~~

Commercial General Liability

- a. ~~Each Occurrence Bodily Injury & Property Damage _____ \$1,000,000~~
- b. ~~General Aggregate _____ \$2,000,000~~
- c. ~~Products/Completed Operations Aggregate _____ \$1,000,000~~
- d. ~~Personal/Advertising Injury _____ \$1,000,000~~
- 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 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 & Omissions Liability including Network Security and Privacy Liability~~

~~Minimum Limits~~

- a. ~~Per Loss _____ \$1,000,000~~
- b. ~~Aggregate Limit _____ \$1,000,000~~
- 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.~~
- d. ~~The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.~~

~~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.~~
- e. ~~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.~~

~~Crime Coverage~~

~~Minimum Limits~~

- a. ~~Per Loss~~ _____ ~~\$1,000,000~~

~~The policy shall include:~~

- a. ~~Coverage for all directors, officers, agents, and employees of the Contractor.~~
- b. ~~Employee dishonesty, forgery and alteration, monies and securities, and computer cyber crime.~~
- e. ~~Extended theft and mysterious disappearance.~~
- d. ~~The policy shall not contain a condition requiring an arrest and conviction.~~
- e. ~~Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.~~

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 Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider 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: risk@psdschools.org

Any 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 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.

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 Provider 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. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

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

4. Special Provisions.

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

5. **General Provisions.**

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

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

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

STUKENT, INC.

POUDRE SCHOOL DISTRICT R-1

By: 

Brandon Winter
Vice President

By: 

R. David Montoya
Executive Director of Finance

By: 
snielsen@psdschools.org (Aug 5, 2021 17:14 MDT)

Scott Nielsen
Assistant Superintendent of Secondary Schools

Exhibit A-1



Updated 1 Year Quote - Poudre School District - Mimic Social/Marketing Strategies

Poudre School District

2407 Laporte Avenue
Fort Collins, CO 80521
United States

Tracy Stibitz

Contract Administrator
tstibitz@psdschools.org
970-490-3564

Reference: 20210414-224123684

Quote created: April 14, 2021
Quote expires: July 23, 2021
Quote created by: Chris Pacis
Course Consultant
christopher.pacis@stukent.com
+1 (208) 541-1229

Comments from Chris Pacis

- 1 Year quote, for 0 - 180 student licenses, to be dispursed between the four high schools in the District:
- Fossil Ridge High School: 0 to 60 students
 - Rocky Mountain High School: 0 to 60 students
 - Fort Collins High School: 0 to 30 students
 - Poudre High School: 0 to 30 students

Products & Services

Item & Description	Quantity	Unit Price	Total
MIMIC Social Media Marketing Simulation 0 - 180 student licenses	1	\$4,200.00	\$4,200.00
Marketing Strategies eBook 0 - 180 student licenses	1	\$0.00	\$0.00
Social Media Marketing Certification Exam 0 - 180 student licenses	1	\$0.00	\$0.00
Additional Instructor Resources 0 - 180 student licenses	1	\$0.00	\$0.00

Subtotals

One-time subtotal \$4,200.00

Other Fees

15% District Discount -\$630.00

Total \$3,570.00

Purchase Terms

Start Date: August 15st, 2021

End Date: August 14th, 2022

*When PO has been generated please send a copy to
christopher.pacis@stukent.com

*If purchasing by card, our finance team will issue you an invoice via email
Contact christopher.pacis@stukent.com for this request.

Questions? Contact me



Chris Pacis

Course Consultant

christopher.pacis@stukent.com

+1 (208) 541-1229

Stukent, Inc.

1690 International Way

Idaho Falls, ID 83402

US

**SOFTWARE SERVICES AGREEMENT
BETWEEN STUKENT, INC.
AND POUUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (the “Agreement”) is entered into this 18th day of May 2020, by and between Poudre School District R-1 (the “District”) and Stukent, Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” Now, therefore, in consideration of the mutual agreements set forth herein, the District and the Contractor agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 15, 2020 and continue through and including August 14, 2021, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event, shall the District’s obligations under the Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its eTextbook Marketing Strategies: A Guide to Digital and Social Media Marketing for use in the District’s Fort Collins, Fossil Ridge and Rocky Mountain High Schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for the Services identified in Contractor’s quote set forth on the attached Exhibit A is Three Thousand, Three Hundred and Fifteen Dollars and Zero Cents (\$3,315.00), due and payable by the District within thirty (30) days of receipt of Contractor’s invoice.

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement. 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 additional Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order, unless approved by the contact in section 9 of this agreement.

2.5. Contractor may not extend Services beyond the length of the Agreement or request payment to extend Services beyond the length of the Agreement, without a mutually written District Agreement signed and executed by both parties.

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 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 2.7 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 Contractor’s web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

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.

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

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 Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 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 its subcontractor that hosts and maintains its web-based platform (hereinafter "Subcontractor") as set forth in Exhibit A. Subcontractor, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor 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 Subcontractor 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 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 re-identify or attempt to re-identify any de-identified confidential student records and information.

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

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 Agreement 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 Agreement, 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 or Subcontractors fail 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 and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Stukent, Inc.
Attn: Brandon Winter
901 Pier View Drive, Suite 206
Idaho Falls, ID 83402
E-Mail: brandon@student.com

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, 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.

10.2. **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.

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

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

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

10.6. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District

Attn: Risk Management
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal/Advertising Injury \$1,000,000
- 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 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 & Omissions Liability including Network Security and Privacy Liability

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate Limit \$1,000,000
- 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.
- d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.

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.

Crime Coverage

Minimum Limits

- a. Per Loss \$1,000,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Contractor.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer cyber-crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

10.7. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.8. **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.

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

10.10. **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.

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

10.12. **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.

10.13. **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.

10.14. **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.

STUKENT, INC.

POUDRE SCHOOL DISTRICT R-1

By: Brandon Winter

Brandon Winter
Vice President

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: Scott Nielsen
snielsen@psdschools.org | snielsen@psdschools.org (May 29, 2020 11:14 MDT)

Scott Nielsen
Assistant Superintendent
of Secondary Schools

Exhibit A



Quote

Stukent, Inc.
 901 Pier View Drive, Ste 206
 Idaho Falls, ID 83402

Tracy Stibitz
tstibitz@psdschools.org
Poudre School District

Date:	5/18/2020
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Description	Qty	# of students	Cost	Discount	Total
Fossil Ridge High School					
HS Mimic Social Simulation 2020-2021 School Year Access	1	60	\$2,000	\$700	\$1,300
HS Marketing Strategies Textbook 2020-2021 School Year Access	1	60	\$0		\$0
137 Instructor Resources 2020-2021 School Year Access	1	60	\$0		\$0
Rocky Mountain High School					
HS Mimic Social Simulation 2020-2021 School Year Access	1	60	\$2,000	\$700	\$1,300
HS Marketing Strategies Textbook 2020-2021 School Year Access	1	60	\$0		\$0
137 Instructor Resources 2020-2021 School Year Access	1	60	\$0		\$0
Fort Collins High School					
HS Mimic Social Simulation 2020-2021 School Year Access	1	60	\$2,000	\$700	\$1,300
HS Marketing Strategies Textbook 2020-2021 School Year Access	1	60	\$0		\$0
137 Instructor Resources 2020-2021 School Year Access	1	60	\$0		\$0
Total: Multi-School District Discount 15%	15%			\$585	
If you have any questions about this quote, please contact Chris Pacis at 208-541-1229 or 855-STU-KENT Thank you for your business.			Total		\$3,315

- Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as “most used” or “used by x amount of schools”.
 - *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- “What are we buying?”*

Marketing Strategies Digital Textbook

Marketing Strategies: A Guide to Digital and Social Media Marketing is an eTextbook that will provide meaningful content on the principles of marketing as well as the fundamentals of digital and social media marketing for businesses. The digital textbook is continuously updated to keep up with the industry and loaded with instructor resources including 26 class projects, 61 in-class activities, 13 quizzes, 29 planning resources, 7 expert sessions, and 1 final test.

Mimic Social Simulation

Students will play a simulation that allows them to gain practical mastery of marketing theory and practice with thousands of simulated ad dollars in a controlled environment. In the process of playing through the simulation, they will better understand the true costs of social media ads, plan campaigns, and make data-driven decisions based on the results.

Key learning objectives:

- Write targeted social media ads
 - Perform demographic targeting
 - Learn social media content promotion strategies
 - How to measure key performance indicators
 - Ad budgeting
 - Proper content scheduling
- What Student Data is collected through the use of the system?
 - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*
 - *This includes information created or collected by the company.*

(See 'Procurement Checklist' attachment)

1. What student data is collected through the use of systems?

Data Collected	General Purpose of Data Collected
Access time	User research to improve the experience and provide technical support
Assessment scores	Used for teacher data collection
Browser type	User research to improve the experience and provide technical support
Browser version	User research to improve the experience and provide technical support
Contest points	n/a
Device ID	n/a
Device type and OS	User research to improve the experience and provide technical support
Game time earned	n/a
IEP progress percentage	n/a
IEP standards passed	n/a
IP address	User research to improve the experience and provide technical support
Lesson questions correct/incorrect	Used for teacher data collection
Lesson scores	Used for teacher data collection
Machine model	n/a
Operating system	User research to improve the experience and provide technical support
Placement test scores	Used for teacher data collection
School address	Required to support product functionality
School fax number	Optional
School leader email address	Used for invoicing
School leader first and last name	Used for invoicing
School leader password	Optional
School leader address	Used for invoicing
School leader credit card	Used for payment of products and access codes
School leader role	Optional
School name	Required to support product functionality
School phone number	Required to support product functionality
School Address	Required to support product functionality
Standard mastery percentage	Used for teacher data collection
Standards mastered	Used for teacher data collection
Student answers on lesson	Used for teacher data collection
Student first & last name	Required to support product functionality
Student grade level	Optional
Student ID number	Optional
Student password	Required to support product functionality
Student username	No LMS username collected. Student uses email for username
Student Phone Number	Used to fulfill orders of printed textbooks
Student Address	Used to fulfill orders of printed textbooks
Student Credit Card information	Used to fulfill orders of our products, including printed textbooks
Teacher email address	Required to support product functionality
Teacher first and last name	Required to support product functionality

Teacher password	Required to support product functionality
Teacher Phone Number	Used to fulfill orders of printed textbooks
Teacher Address	Used to fulfill orders of printed textbooks
Time on lesson	Required to support product functionality
Time spent in subjects	Required to support product functionality
Time spent on individual problems	Required to support product functionality

2. What third-parties does the vendor partner with? Who may receive student data in any format?

Vendor	URL	Description
Auth0	https://auth0.com/	Provides secure identity management Provides user identification information for user interaction in products for user support
FullStory	https://www.fullstory.com/	
Linode	https://linode.com	Provides hosting for websites and d Provides error and exception tracking receive technical info including browser name to help identify users who v
DataDog	https://datadoghq.com	
ZenDesk	https://zendesk.com	Provides reported issue tracking for Provides a way for testing email notification environment.
MailTrap	mailtrap.io	
Braintree	braintreepayments.com	Used for tracking and managing online Used for invoicing students that were a later date.
PayPal	paypal.com	
Clubhouse	clubhouse.io	Product Management Software that student names and emails are used our engineering team can fix their problem Used by support to video chat with customers can't help them with over the phone
Google Hangouts	hangouts.google.com	
Amazon Web Services (AWS)	https://aws.amazon.com/	Provides hosting for websites and d
Azure	https://portal.azure.com	Provides hosting for websites and d Identifier information is stored for authentication
Kindle Direct Publishing	https://kdp.amazon.com	Used to send schools, instructors, a

You get a lot more than just a textbook when you purchase our Social Media Marketing Courseware bundle.

Here's everything that both teachers and students will enjoy with the bundle:

The World's First Social Media Marketing Courseware For High Schools

- Concise, Relevant, Content
- Class-ready Resources
- Hands-on Learning



Each chapter comes with class-ready resources that improve student learning and that will save teachers hours of prep time.

137 TOTAL TEACHER RESOURCES

26 CLASS PROJECTS

61 IN-CLASS ACTIVITIES

13 QUIZZES

29 PLANNING RESOURCES

7 EXPERT SESSIONS

1 FINAL TEST

Marketing Strategies: A Guide to Social Media and Digital Marketing



Key Learning Objectives:

- Foundational social media marketing concepts
- Hands-on learning experience
- Personal branding
- Concise, complete, current

Mimic Social - The World's First Social Media Marketing Simulation

Students become Social Media Marketing Managers in the simulation and learn skills that they will be able to use day 1 at their future jobs.

Key Learning Objectives:



- Write targeted social media ads
- Perform demographic targeting
- Learn content promotion strategies
- How to measure KPIs
- Manage \$50k ad budget
- Strategic content scheduling

Thanks for considering Stukent!