

**THIRD AMENDMENT TO
SOFTWARE SERVICES AGREEMENT
BETWEEN INTERACTIVE HEALTH TECHNOLOGIES, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment ("Amendment") dated the May 5, 2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Interactive Health Technologies, LLC (the "Contractor"), executed May 22, 2022, the First Amendment to the contract executed August 7, 2023 and the Second Amendment to the contract executed April 29, 2024, 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 August 31, 2025 as outlined in section 2 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025, through August 31, 2026.
3. **Amended Responsibilities**
 - 3.1. Add IHT Privacy Policy to Exhibit A, hereby attached to this Third Amendment and made a part of the Agreement.
 - 3.2. Exhibit B is hereby deleted in its entirety.
 - 3.3. Replace Exhibit B with Contractor's Quote 61044, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.4. Delete Section 10, Insurance, in its entirety.
 - 3.5. Add Exhibit C, Poudre School District's Tech Services with PII, hereby attached to this Third Amendment and made part of the 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.

INTERACTIVE HEALTH
TECHNOLOGIES, LLC

POUDRE SCHOOL DISTRICT R-1

By: 
Jennifer Ohlson
Account Manager

By: R David Montoya
[R David Montoya \(May 23, 2025 17:21 MDT\)](#)
R. David Montoya
Chief Finance Officer

By: 
[Julie Chaplain \(May 23, 2025 16:56 MDT\)](#)
Julie Chaplain, PhD
Assistant Superintendent

Exhibit A

Pricing		Shop	Request A Demo	IHT Customer Login
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Request Your Demo Now		What We Do	Who We Serve	About Us	Resources	Connect	Q
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Privacy Policy

Privacy of customer information is important to Interactive Health Technologies LLC (IHT.) This Privacy Policy summarizes how we collect, use, disclose, transfer, and store customer information.



Collection and Use of Personal Information

Personal information is data that can be used to uniquely identify or contact a single person.

IHT customers, prospective customers, and partners provide personal information in conjunction with the use of IHT products and services. IHT does not share personally identifiable information with anyone other than authorized representatives of the customer providing the information except as provided below.

What Personal Information We Collect

- For IHT customers we collect a variety of information, including customer name, mailing address, phone number, email address, and other information.
- IHT customers provide IHT with personally identifiable data about participants of the using IHT products and services, including the participant's name, email addresses, various assessment measurements defined by the customer, and other information.

[Manage consent](#)

How We Use Customer Personal Information

- The personal information we collect allows our employees, contractors, and representatives to support IHT customers using IHT products and services.
- IHT customers are provided with access to the identifiable data about participants using IHT products and services as part of the IHT services. IHT customers only have access to personally identifiable information the IHT customer or their participants provide to us.
- IHT also use personal information provided by IHT customer employees and representatives to help us develop, deliver, and improve our products, services, content, and advertising. We may also use personal information for internal purposes such as auditing, data analysis, and research to improve IHT's products, services, customer communications, and marketing. These uses of personal information pertain only to IHT customer and customer employees and representatives and do not apply to student participants enrolled in K-12 educational programs.

Our Commitment To Safeguard Privacy for K-12 Students

- IHT does not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- IHT does not sell student personal information.
- We do not use or disclose student information for behavioral targeting of advertisements to students.
- We do not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- We will not make material changes to our privacy policies without first providing prominent notice to the IHT customers and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- We will not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.

- We collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
- We maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- We require that our vendors with whom student personal information is shared in order to deliver the educational service are obligated to implement these same commitments for the given student personal information.
- We will allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

The data we collect is stored on secure servers located in the United States.

Collection and Use of Non-Personal Information

We collect non-personal information – data in a form that does not permit direct association with any specific individual. We may collect, use, store, and disclose non-personal information within our products or service, to improve educational products, for our marketing efforts and to enhance the effectiveness of our products or services. Aggregated data is considered non-personal information for the purposes of this Privacy Policy. If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

Disclosure to Third Parties

As IHT may make certain personal information available to strategic partners that work with IHT to provide products and services, or that help IHT market to customers. For example, if you purchase an IHT product or service from an IHT reseller, you authorize IHT and its reseller to exchange the information you provide during the process of configuring and deploying the product or service. Personal information will only be shared by IHT to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

Service Providers

IHT shares personal information with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing customer interest in our products and services, and conducting customer research or satisfaction surveys. These companies are obligated to protect customer information under this privacy policy.

Others

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities for IHT to disclose customer personal information. We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

Protection of Personal Information

kes precautions — including administrative, technical, and physical measures — to safeguard customer personal information against loss, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction. Personal information is stored behind a managed firewall in a hosted data center with on-site backups and daily updates and patches.

ie services such as the ihtusa.com and ihtspirit.com use Secure Sockets Layer (SSL) encryption on all web pages where personal information is collected. Doing so protects the confidentiality of customer personal information while it's transmitted over the Internet.

Integrity and Retention of Personal Information

es it easy for you to keep customer personal information accurate, complete, and up to date. We will retain customer personal information e period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

ally identifiable data provided by IHT customer about participants using IHT products and services remains the property of the customer. d the customer notify IHT that the customer wishes to permanently discontinue us of IHT data services, the personally identifiable data ded by the customer about participants using the IHT products and services will be returned to customer in the form of a SQL database.

Third-Party Sites and Services

IHT websites, products, applications, and services may contain links to third-party websites, products, and services. Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

Our Companywide Commitment to Customer Privacy

To make sure customer personal information is secure, we communicate our privacy and security guidelines to IHT employees and strictly enforce privacy safeguards within the company.

Privacy Questions

If you have any questions or concerns about IHT's Privacy Policy or data processing, please email spirit@ihtusa.com.

IHT may update its Privacy Policy from time to time. When we change the policy in a material way, customers will be notified by email and have the opportunity to consent to the new policy.

Interactive Health Technologies LLC, 1101 W 34th St #213, Austin, TX 78705-1907

The Future of Privacy Forum (FPF) and The Software & Information Industry Association (SIIA) introduced a Student Privacy Pledge to safeguard privacy regarding the collection, maintenance, and use of student personal information. The commitments are intended to concisely detail existing federal law and regulatory guidance regarding the collection and handling of student data, and to encourage service providers to more fully articulate these practices. IHT is proud to be a signatory to the Student Privacy Pledge. More information about the Student Privacy Pledge is available at <https://studentprivacypledge.org/>.



QUICK LINKS

CONTACT

NEWS

- + Home
- + Our Approach
- + Our Technology
- + Contact
- + Get Our Newsletter
- + Privacy Policy
- + Purchasing Documents
- + Leave Us A Google Review

Get the IHT Spirit App on Google

the IHT Spirit App on Apple iOS
Product Warranty

Request Your
Demo Now



Interactive Health Technologies,

LLC.

1101 W 34th Street

Suite 213

Austin, TX 78705

t. 512.522.9354

e. spirit@ihtusa.com

- > Introducing IHT's Next-Generation Heart Rate Monitor: the New IHT Spirit
April 2, 2025

- > Prince William Virtual PE Program Stays Connected Using IHT Heart Rate Monitors
March 27, 2025

- > Heart Rate Monitors Act As Personal Counselors for Students
March 19, 2025

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Exhibit B

QUOTE 61044
Poudre School District
IHT Spirit Software Classroom Suite
1 Year License for 49 Schools (License Valid 7/1/25-
6/30/26)

Created: Mar 11, 2025
Valid Until: Jun 9, 2025



PREPARED FOR:

Poudre School District
Poudre School District
Contact: Jo Dixon
2407 LaPorte Avenue
Fort Collins, CO 80521

IHT CONTACT INFORMATION:

Lisa Rothstein
650-430-7779 or
lisa@ihtusa.com

Email PO To: spirit@ihtusa.com

Spirit System Component	Code	Qty	Price	Total
1 Spirit Software Classroom Suite: <i>Includes heart rate data analysis, Physical Fitness Assessments (PFA), SEL, tailored data collection and reporting. Also features automated roster uploads, online training, ongoing support.</i>	91325	49	\$ 150.00	\$ 7,350.00

Sub Total **\$ 7,350.00**

Shipping \$ 0.00

Grand Total **\$ 7,350.00**

Terms & Conditions

1. By signing this quote or using it to generate a purchase order, customer formalizes the agreement and commits to paying all fees outlined in this document.
2. This quote contains the definitive and sole agreement on costs, items, and terms between the parties, superseding all prior agreements, whether written or oral. Terms included in purchase orders or other documents from the customer will not modify these agreed terms.
3. Receipt of purchase order indicates acceptance of IHT Privacy Policy found at <https://ihtusa.com/privacy-policy>
4. The customer is entitled to a one-year warranty on the IHT Heart Rate Monitor, its strap and the charging case. IHT will replace any defective product within this period from the delivery date.
5. IHT offers a 30-day refund policy, allowing any order to be returned for a full refund within 30 days of the delivery date.
6. If on-site training is provided, customer agrees to cover all travel-related expenses. IHT provides receipts upon request.
7. The software and rostering subscription do not renew automatically.
8. To cancel the software or rostering license before it expires, IHT requires a notice of 30 days.

Signature _____ Date _____

Exhibit C

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.

IHT - Third Amendment - 2025-2026 - ONLY - Final

Final Audit Report

2025-05-23

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-  Agreement completed.
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