



**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN DISCOVERY EDUCATION, INC. AS SUCCESSOR-IN
INTEREST TO DREAMBOX LEARNING, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) dated the 24th day of February 2025 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Discovery Education, Inc. as Successor-In-Interest to DreamBox Learning, Inc. (the “Contractor”), executed May 2, 2022, the First Amendment to the contract executed August 8, 2023 and the Second Amendment to the contract executed July 1, 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 Discovery Education, Inc. as Successor-In-Interest to DreamBox Learning, Inc 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 2.1 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. Exhibit A is hereby deleted in its entirety.
 - 3.2. Replace Exhibit A with DreamBox Learning, Inc.’s PSD Student Information Request for Software Services form, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.3. Exhibit B is hereby deleted in its entirety.
 - 3.4. Replace Exhibit B with Poudre School District DreamBox Learning 2025-2026 Price Schedule, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.5. Exhibit C is hereby deleted in its entirety.
 - 3.6. Replace Exhibit C with DreamBox Learning Reading Park by Discovery Education and DreamBox Math for grades K-5 by Discovery Education

Accessibility Conformance Reports, WCAG Edition, hereby attached to this Third Amendment and made part of this Agreement.

3.7. Add Exhibit D with Poudre School District's Tech Services Insurance 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.

DISCOVERY EDUCATION, INC. AS
SUCCESSOR-IN-INTEREST TO
DREAMBOX LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

Signed by:
By: Megan Haller
D661C3CCF063464...

Megan Haller
Head of Global Operations

R. David Montoya
By: Dave Montoya (Mar 9, 2025 12:12 MDT)

R. David Montoya
Chief Finance Officer/
Chief Operations Officer

Julie Chaplain
By:

Julie Chaplain, PhD
Assistant Superintendent









Discovery Education_DreamBox - Third Amendment - 2025-2026 - Final - Vendor Signed

Final Audit Report

2025-03-09

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