FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN LIMINEX, INC. DBA GOGUARDIAN AND PEAR DECK LEARNING, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES, AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective July 1, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Liminex, Inc. dba GoGuardian and acting on behalf of itself and its affiliates including Pear Deck, Inc. (now Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates, the "Contractor") entered into June 14, 2023 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. <u>Purpose of Amendment.</u> This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. Term of Agreement.

2.1. At the conclusion of the term dated June 30, 2024 as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025 through June 30, 2025.

3. Amended Responsibilities.

- 3.1. Exhibit B is deleted in its entirety.
- 3.2. Replace Exhibit B with Contractor's Quote Q-370927, hereby attached to this First Amendment and made part of this Agreement
- 3.3 The Contractor shall reasonably comply with and the Services provided under this agreement shall be in reasonable compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also reasonably comply with all applicable State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
 - 3.3.1 The Contractor shall take commercially reasonable steps designed to ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/

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 Fort Collins, CO 80521

E-mail: contracts@psdschools.org

3.5 Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined.

Poudre School District R-1 Attn: Risk Management 2407 LaPorte Avenue

Email: COI@psdschools.org

Poudre School District R-1 Attn: Risk Management 2407 LaPorte Avenue

Email: <u>risk@psdschools.org</u>

Special Provisions.

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

4 General Provisions.

5.1. Entire Agreement. The original Agreement, the attached Order Form, the Contract defined in Section 14.5 of the 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. <u>Signatures</u>. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

LIMINEX, INC. DBA GOGUARDIAN AND PEAR DECK LEARNING, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES

POUDRE SCHOOL DISTRICT R-1

By:	By:_R David Montoya
Caitlin Kent Commercial Council	R. David Montoya Chief Finance Officer
	By: Kate Canine
	Kate Canine Director of Professional Learning
	Director of Frotessional Learning

Exhibit B

ORDER FORM

QUOTE # Q-370927 DATE 2/26/2024 EXPIRATION DATE 7/30/2024



Bill To

Poudre School District (CO) 2407 Laporte Ave Fort Collins, Colorado 80521 United States Ship To

Poudre School District (CO) 2407 Laporte Ave Fort Collins, Colorado 80521-2297 United States Liminex, Inc.

dba GoGuardian and Pear Deck Learning 2030 E Maple Avenue El Segundo, California 90245 United States

TOTAL (USD):

\$31,640.00

Thank you for your interest in our products! This order form ("Order Form") identifies the Liminex products you have selected for subscription ("Licensed Product(s)"), the term of your initial subscription(s) to the Licensed Product(s) ("Initial Term"), the number of licenses included in your base subscription(s) ("Licenses"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("GoGuardian") and Pear Deck Learning ("Pear Deck Learning") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("Pear Deck"), Snapwiz, Inc. referred to herein as "Pear Assessment", Zorro Holdco LLC referred to herein as "Pear Deck Tutor", and Pear Practice ("Pear Practice") (together, "Liminex", "we", "us", "our"), and the organization listed below ("School," "you" or "your"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.goguardian.com/policies/eula and https://www.goguardian.com/policies/eula and https://www.goguardian.com/policies/eula and https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART#	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
14,000	GG- PRD1Y- 010000	Pear Deck Subscription with LMS Access	7/1/2024	6/30/2025	\$2.26	\$31,640.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("Add-Ons"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "Subscription."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "Renewal Term," and together with the Initial Term, the "Term") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("Innovation Increase"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

ORDER FORM

QUOTE # Q-370927 DATE 2/26/2024 EXPIRATION DATE 7/30/2024



PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:	
Name:	
Title:	
Email:	
Accounts Payable Name:	
Accounts Payable Email:	
PO Number (Optional):	
Additional Notes (requests for delayed invoicing, etc.):	

SOFTWARE SERVICES AGREEMENT BETWEEN LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES, INCLUDING PEAR DECK, INC., AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 14th day of June 2023, by and between Poudre School District R-1 (the "District") and Liminex, Inc. dba GoGuardian, and acting on behalf of itself and its Affiliates, including Pear Deck, Inc. (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

- 1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024 ("Initial Term"). 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) an Agreement is in effect. In no event, shall the District's obligations in an 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. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party shall give thirty (30) days' written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within thirty (30) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement.
- 1.4. <u>Termination Without Cause</u>. Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days' advance written notice of the termination.

2. **Deliverables and Purchase Price.**

The Contractor shall make its cloud-based presentation software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.1. The total cost for all Services under this contract for the Initial Term as set forth on the attached Exhibit B, shall not exceed Twenty-Nine Thousand Nine Hundred Dollars and Eighty- Eight Cents (\$29,900.88), due and payable thirty (30) days from receipt of Contractor's invoice.

- 2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.
- 2.2. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. 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.
- 2.3. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.
 - 2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 2.3.2. Not used.
 - 2.3.3. Dates for Services shall not exceed the dates specified in section 1.1.
 - 2.3.4. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
 - 2.3.5. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 2.3.6. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.
- 2.4. Contractor shall use commercially reasonable efforts to execute an ADA and Section 508 compliance plan and shall look to the WCAG 2.1 accessibility guidelines Level AA in developing its Contractor Offerings, for the length of the Agreement and all extensions.
- 2.5. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all applicable documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.
 - 2.5.1. Contractor will provide invoices for the Services at the rate specified in section 2.1 for the Initial Term. Invoices for Services provided shall be submitted directly to the District's accounts payable

- department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issued, a purchase order number.
- 2.5.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will be paid within thirty (30) days following the District representative's approval.
- 2.5.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.5.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 June 30.
- 2.5.5. Invoices shall be sent to ap@psdschools.org.
- 2.5.6. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 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 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 Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

- 3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.
- 3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.
- 3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.4 below.
- 3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.
- 3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance

with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

- 3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.
- 4. Ownership of Confidential Student Records. Information. All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. Security of Confidential Student Records and Information.

- 5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than commercial industry standards, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall help 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 commercial industry standards.
- 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. <u>Use of Confidential Student Records and Information.</u>

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, initiate the process to either securely destroy all confidential student

records and information in its possession, custody or control, or return such confidential student records and information to the District.

- 6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing in a manner consistent with the terms of this Agreement that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.
- 6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.
- 6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.
- 7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.
- 7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the

aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

- 7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
- 8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District. 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: Finance Department 2407 LaPorte Avenue Fort Collins, CO 80521

E-mail: <u>finance@psdschools.org</u>

Liminex, Inc. dba GoGuardian Attn: Legal Department 2030 E. Maple Ave, Suite 100 El Segundo, CA 90245

Email: legal@goguardian.com

Remainder of page is left intentionally blank.

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

Poudre School District Attention: Risk Management 2407 Laporte Ave Ft. Collins, CO 80521

Email Certificate to: COI@psdschools.org

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

Commercial General Liability

Minimum Limits

a.	Each Occurrence Bodily Injury & Property Damage	\$2,000,000
b.	General Aggregate	\$3,000,000
c.	Products/Completed Operations Aggregate	\$2,000,000
d.	Personal/Advertising Injury	\$2,000,000

- e. Coverage must be written on an "occurrence" basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement.

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

Minimum Limits

a.	Per Loss	\$1,000,000
b.	Aggregate	\$3,000,000

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

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 11. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, actually incurred from third party claims and directly caused by Contractor's breach of this Agreement. All of the foregoing obligations are conditioned on the District notifying Contractor promptly in writing of such action, District giving Contractor sole control of the defense thereof and any related settlement negotiations, and District cooperating and, at Contractor's reasonable request and expense, assisting in such defense. Neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits, in connection with this Agreement. To the extent allowed under Colorado law, in no event shall Contractor Parties' (including Contractor's) total aggregate liability hereunder (for any cause including in tort) exceed four (4) times the amount of District's payment to Contractor for the Contractor Offering(s) or services giving rise to such claim for the calendar year in which such claim arose. "Contractor Parties" means Contractor, its affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents, and representatives. "Contractor Offering(s)" mean Contractor's suite of products and services including Professional Services, other than Contractor's Website. This paragraph shall survive termination of the Agreement.
- 12. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

13. **General Provisions.**

14.1. **No Assignment.** Except in connection with a merger, acquisition, or other corporate transaction in which the successor entity is bound to the same terms herein, the Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement

without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

- 14.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 14.3. <u>Press Contacts/News Releases.</u> The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.
- 14.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.
- 14.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail. In the event that this Agreement is silent as to any term or condition that is expressly provided for in the Liminex End User License Agreement and Terms of Service (the "Contract") located at https://www.goguardian.com/policies/eula, the term or condition of the Liminex Terms shall apply, but only to the extent permitted by law.
- 14.6. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 14.7. Governing Law and Venue. All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 14.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 14.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 14.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

- 14.11. <u>Attornev Fees and Costs.</u> In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 14.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 14.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 14.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 14.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 14.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES, INCLUDING PEAR DECK, INC. POUDRE SCHOOL DISTRICT R-1

By:	DocuSigned by: Caitlin Kant	R. David Montoya Chief Finance Officer
Name:	Caitlin Kent	- -
Title:	Commercial Counsel	_

By: Kate & Canine

Kate Canine

Director of Teaching and Learning

Exhibit A

DESCRIPTION OF SERVICES

GoGuardian GoGuardian Admin is an award-winning filtering and device management solution for K-Admin 12 schools. GoGuardian Admin was built to provide a safer and more productive online experience for all. GoGuardian Admin enables users to customize filtering policies to any situation and manage them from a unified interface. GoGuardian Teacher is a classroom management solution, helping teachers guide their students while gaining back valuable instructional time. This solution provides teachers with a Teacher way to view student online activity during their class sessions. Teachers can support and directly connect with their students. GoGuardian Teacher creates efficiency in instructional workflows and provides a variety of ways to deliver instruction. It is easy to use and it supports different learning environments. GoGuardian Beacon is a machine-learning solution that notifies pre-determined school staff of **Beacon** instances where students may be at risk of suicide, self-harm, or potential harm to others through Beacon-generated alerts. Beacon was designed to help school staff proactively identify at-risk behavior and quickly facilitate a response. Beacon works across content that students create, search for, and consume online, including search engines, chat, online docs, social media, email, web apps, and more. Beacon alerts provide robust context around an event, helping schools and districts determine what caused an alert and how to take action. GoGuardian also offers Beacon 24/7 which provides customers the option to have a dedicated team of safety specialists review and escalate customers' Beacon-generated active planning alerts 24/7 to pre-determined school staff. These specialists operate

within the U.S. and are specially trained to evaluate alerts.

Please note that there are Supplemental Terms for GoGuardian Beacon 24/7 (https://www.goguardian.com/policies/beacon-24-7-terms) (for Beacon 24/7 services that schools may elect to obtain from GoGuardian).

GoGuardian DNS

GoGuardian DNS is a product that allows schools and districts to have another method of deploying GoGuardian Admin. DNS stands for 'Domain Name Server', a system that ties domain names to IP addresses. GoGuardian DNS is an inline web filtering (networklevel filter) and is designed to support all devices connected to the network. GoGuardian DNS is device agnostic, so as long as a school's users are on school premises and connected to the school network, they're protected by GoGuardian DNS. GoGuardian DNS filters traffic based on the public IP network that a given user is connected to. Unlike GoGuardian Admin, GoGuardian DNS does not require the extensions to be present for a user and does not require any software installation.

GoGuardian Fleet	GoGuardian Fleet is a device management solution that allows schools and districts to simplify and structure their workflow for managing Chromebooks. GoGuardian Fleet helps schools and districts keep track of their device inventory, assign and un-assign devices, and sync with Google Admin Console.
GoGuardian Parent App	GoGuardian Parent is an application available on devices running iOS and Android designed to enable IT Administrators to share managed user history collected via GoGuardian Admin and GoGuardian Teacher with verified parents and guardians. Parent email address and association with a student are collected for authentication purposes; the email address entered should match the email address on file with the school's or district's administration. The Parent App enables parents to pause internet, block specific websites, and schedule internet availability on managed devices during out-of-school hours. Parents may not override restrictions set by district administrators, but may add restrictions.
Pear Deck Slides	Pear Deck Slides is our flagship product that converts slide-type content from a number of sources (Google Slides, Powerpoint, internal templates, into an interactive presentation.
Pear Deck Vocabu l ary	Pear Deck Vocabulary was designed to transform the way students engage with vocabulary. The teacher creates a file with the vocabulary words and definitions the students need to learn. Students then play the Flashcard Factory game, pairing up and working together to create flashcards with illustrations and example sentences. The app is free to use and works with Google Apps for Education.
Edulastic	Edulastic is an online assessment system that provides instant feedback for teachers, administrators, and students that serves as both a formative assessment tool and a common benchmark system. Edulastic mimics the look and feel of state tests, which helps with preparedness and performance, and questions tie to learning standards, which helps with tracking standards mastery. Aside from state test prep, teachers may use Edulastic for formatives, homework, bell ringers, tests, pre-tests, practice work, lessons, and more. Educators can assign content from the Edulastic content libraries, can make assessments from scratch, or can mix and match. With over 50 question types (multiple choice, drag and drop, graphing, label an image, etc) teachers can deliver robust and engaging assessments that automatically grade, saving teachers time and giving immediate feedback, reports, and insights.

TutorMe

TutorMe is an online platform designed to provide individualized academic support to students through on-demand tutoring. Teachers may use TutorMe to supplement their instruction by helping to connect students who may need differentiated support with on-demand live, screened academic tutors.

Teachers may also use TutorMe's Writing Lab as a resource to streamline the review and editing process for written student assignments. Through the Writing Lab, students receive asynchronous academic writing support on demand 24/7 from thousands of verified academic writing experts.

Giant Steps

Giant Steps is a gamified digital learning experience designed to boost collaboration and independent practice, helping you create an adaptable, equitable, and rewarding practice experience for all students. Teamwork is at the heart of your K-12 classroom, so Giant Steps gives all students a chance to succeed — not just the fastest fingers.

Pear Deck

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics Assessment	Meta data on user interaction with application	\boxtimes
	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Ungraded formative assessments	\boxtimes
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	

Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	\boxtimes
	Student app username	
	Student app passwords	
Student Name	First and/or Last	\boxtimes
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	\boxtimes
Student work	Student generated content; writing, pictures, etc.	\boxtimes
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: Pear Deck's then-current Product Privacy Policy	\boxtimes

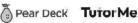
Exhibit B

ORDER FORM

QUOTE # Q-274869 DATE 10/17/2023 **EXPIRATION DATE** 12/15/2023



Edulastic



Bill To

Poudre School District (CO) 2407 Laporte Ave Fort Collins, Colorado 80521 United States

Ship To Tracy Stibitz Poudre School District (CO) 2407 Laporte Ave Fort Collins, Colorado 80521-2297 **United States** (970) 482-7420 tstibitz@psdschools.org

GoGuardian

Liminex, Inc. dba GoGuardian 2030 E Maple Avenue El Segundo, California 90245 United States

Thank you for your interest in our products! This order form ("Order Form") identifies the GoGuardian products you have selected for subscription ("Licensed Product(s)"), the term of your initial subscription(s) to the Licensed Product(s) ("Initial Term"), the number of licenses included in your base subscription(s) ("Licenses"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("GoGuardian") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("Pear Deck"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "Edulastic"), and Zorro Holdco LLC dba TutorMe ("TutorMe"), and the organization listed below ("School," "you" or "your"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula (for Liminex), https://www.peardeck.com/terms-of-service (for Pear Deck), http://edulastic.com/terms-of-service (for Edulastic), and https://tutorme.com/policies/eula (for TutorMe) (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART#	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
13,843	GG- PHD1Y- 010000	Pear Deck Subscription with LMS Access	7/1/2023	6/30/2024	\$2.16	\$29,900.88
					TOTAL (USD):	\$29,900.88

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("Innovation Increase"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

ORDER FORM

QUOTE#

DATE 10/17/2023
EXPIRATION DATE 12/15/2023

Name:

Title:

Email:

Accounts Payable Name:

Accounts Payable Email:

PO Number (Optional):

Additional Notes (requests for delayed invoicing, etc.):

Q-274869



Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

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

CONFLICT OF INTEREST

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

SALES CALLS

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

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

VIOLATIONS

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

Adopted by Board: May 1972 Revised by Board: May 1982 Revised by Board: April 1988 Revised by Board to conform with practice: May 22, 1995

Revised by Board: April 8, 1996 Revised by Board: June 10, 1996

Revised by Superintendent: May 14, 2007 Revised by Superintendent: March 8, 2017 Revised by Board: February 12, 2019 Revised by Board: December 8, 2020

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff

Signature:

—DocuSigned by: Caitlin Kent

Email: ckent@goguardian.com

Signature: Late & Canine Signature: R David Montaya

Email: ccanine@psdschools.org Email: davem@psdschools.org

Pear Deck - 2024-2025 - First Amendment - V4 - Final - Vendor Siged

Final Audit Report 2024-07-25

Created: 2024-07-23

By: Becky Hall (rehall@psdschools.org)

Status: Signed

Transaction ID: CBJCHBCAABAAHSglmKOpl3473-qDGBqtByRReB3gsiTu

"Pear Deck - 2024-2025 - First Amendment - V4 - Final - Vendor Siged" History

- Document created by Becky Hall (rehall@psdschools.org) 2024-07-23 2:10:09 PM GMT- IP address: 164.104.6.76
- Document emailed to Kate Canine (ccanine@psdschools.org) for signature 2024-07-23 2:11:48 PM GMT
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- Document e-signed by Kate Canine (ccanine@psdschools.org)

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- Document e-signed by Dave Montoya (davem@psdschools.org)

 Signature Date: 2024-07-25 2:46:46 PM GMT Time Source: server- IP address: 174.215.17.135
- Agreement completed. 2024-07-25 - 2:46:46 PM GMT