

**FOURTH AMENDMENT TO SOFTWARE AGREEMENT
BETWEEN SCOREVISION LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Amendment”) effective as of the May 23, 2025 (“Effective Date”), is attached to and forms part of the Software Agreement between Poudre School District R-1 (the “District”) and ScoreVision, LLC (the “Contractor”), executed June 21, 2021, the First Amendment to the Agreement executed July 6, 2022, the Second Amendment to the Agreement executed March 16 2023, and the Third Amendment to the Agreement executed July 23, 2024, each of which are 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, the First Amendment, the Second Amendment or the Third 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 Fourth 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 July 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2025, through July 31, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Student Data Form, hereby attached to this Fourth Amendment and made part of this Agreement.
 - 3.3. Exhibit C is deleted hereby in its entirety.
 - 3.4. Replace Exhibit C with Contractor’s Vpat and Accessibility Documentation, hereby attached to Fourth Amendment and made part of this Agreement.
 - 3.5. Within section 10.5, delete the language in its entirety and replace as identified in the attached Exhibit D, hereby attached to this Fourth 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 Agreement and this Fourth 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.

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

SCOREVISION, LLC

POUDRE SCHOOL DISTRICT R-1

By: Brent M. Sommer May 27, 2025

Brent Sommer
Controller and Treasurer

R David Montoya
By: [R David Montoya \(May 27, 2025 17:17 MDT\)](#)

R. David Montoya
Chief Finance Officer

Brandon Carlucci
By: [Brandon Carlucci \(May 27, 2025 14:57 MDT\)](#)

Brandon Carlucci
Director of Athletics and Activities

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
 - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
 - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*
2. What student data is collected through use of the system?
 - *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

5. What is the purpose of the third-party partners?

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
- Name and title of person who will sign the contract
- Does the system allow integration for rostering?
 Yes No

If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & 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	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	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	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit C

ScoreVision Accessibility Statement

ScoreVision is dedicated to optimizing the usability of our software solutions. We take pride in the exceptional user-friendliness of our applications, which enable individuals of all ages to navigate them with ease. Moreover, we are committed to ensuring that our systems comply with the industry standards for accessibility, thereby making our applications accessible to diverse users.

To achieve accessibility compliance in our Cloud software (website), we have implemented — or are planning to implement by January 2024 — the following measures:

- **Clear and consistent navigation:** Our website has clear and consistent navigation menus that allow users to easily move from one page to another. All links and buttons are labeled clearly to ensure users can understand what they will be clicking on.
- **Keyboard accessibility:** Our website has been designed to be fully accessible using only a keyboard. Users who cannot use a mouse or other pointing device can navigate the site using only the keyboard.
- **Alt text for images:** We have added alt text to all images on our website to ensure that users who are visually impaired can understand what the images represent.
- **Descriptive links:** All links on our website are descriptive, providing users with an understanding of where the link will take them before they click on it.
- **Consistent color contrast:** We have ensured that all text on our website meets minimum color contrast requirements to make it easy to read for users with visual impairments.
- **Assistive technology compatibility for the Web:** Our website has been designed to be compatible with a range of assistive technologies, such as screen readers and voice recognition software.
- **Feedback:** We seek and welcome feedback from users to ensure that we are continually improving our products and their accessibility.

To achieve accessibility compliance in our mobile scoreboard controller apps, we have implemented the following measures:

- **Clear and consistent navigation:** Our mobile apps have clear and consistent navigation flows that allow users to easily move from one screen to another. All buttons and icons are labeled clearly to ensure users can understand their functionality.
- **Descriptive links:** All links within our mobile apps are descriptive, providing users with an understanding of where the link will take them before they tap on it.
- **Consistent color contrast:** We have ensured that all text and graphical elements within our touchscreen mobile app meet minimum color contrast requirements to make them easy to read for users with visual impairments.
- **Feedback:** We seek and welcome feedback from users to ensure that we are continually improving our products and their accessibility.

The areas of accessibility within our software solutions that are currently being enhanced and planned for implementation within the next 24 - 36 months are:

- **Assistive technology compatibility for Mobile Apps:** Our touchscreen apps will be updated to be compatible with a range of assistive technologies, such as screen readers and voice recognition software.
- **Captioned media:** All videos being added to our website (Knowledge Base) will be captioned, making them accessible to users who are deaf or hard of hearing.

Exhibit D

Insurance. Contractor, 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 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 Exhibit D shall not reduce the indemnification liability that Contractor has assumed in section 10.6.

Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor'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.

**THIRD AMENDMENT TO SOFTWARE AGREEMENT
BETWEEN SCOREVISION
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) dated the 23rd day of July, 2024 (“Effective Date”), is attached to and forms part of the Software Agreement between Poudre School District R-1 (the “District”) and ScoreVision (the “Contractor”), executed June 21, 2021, the First Amendment to the contract executed July 6, 2022 and the Second Amendment to the contract executed March 16, 2023, 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 Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated July 31, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2024 through July 31, 2025.
3. **Amended Responsibilities.**
 - 3.1. Add Exhibit A with Contractor’s Poudre School District Student Data Request for Software Services, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.2. Exhibit B-1 is deleted hereby in its entirety.
 - 3.3. Replace Exhibit B-1 with Contractor’s ScoreVision Quote # 16253, hereby attached to this Third Amendment and made part of the Agreement.
 - 3.4. Add Exhibit C with Contractor’s ScoreVision Accessibility Statement, hereby attached to this Third Amendment and made part of this Agreement.
 - 3.5. 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. 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.

SCOREVISION

POUDRE SCHOOL DISTRICT R-1

By: Brent M. Sommer

Brent M. Sommer
Chief Financial Officer

By: R David Montoya

R. David Montoya
Chief Finance Officer

By: Brandon Carlucci

Brandon Carlucci
Athletics Director

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

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

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

ScoreVision software collects and displays, for public consumption at athletic events and other school activities, details for sporting events such as athletic competition scores, team rosters and athlete pictures. Any team rosters or pictures are uploaded into the software by school staff specifically for the purpose of displaying in association with athletic or other school events.

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Team rosters and athlete pictures.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
Team rosters			
Athlete pictures			

3. What is the purpose of collecting student data?

For public display at athletic competitions and other school events

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

GCP for web and database hosting

5. What is the purpose of the third-party partners?

GCP for web and database hosting

6. Please provide:

- Current quote (if available)

\$9,998.00 per year

- Tiered pricing for future purchases

\$9,998.00 is the pricing per year for the first five years of service. 6/1/24 starts Year 3 of service, with the remaining two years billed on 6/1 of the subsequent years.

- Name and email for contract notices

Brent Sommer brent.sommer@scorevision.com

Amber Sutter amber.sutter@scorevision.com

- Name and title of person who will sign the contract

Brent M. Sommer, CFO

- Does the system allow integration for rostering?

Yes No

If the above answer is yes, how is it completed?

N/A

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & 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	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	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	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit B-1

ScoreVision, LLC
11742 Stonegate Cir
Omaha, NE 68164 US



SCOREVISION

QUOTE

ADDRESS

Poudre School District R-1
Attn: Accounts Payable
2407 Laporte Ave
Fort Collins, CO 80521

QUOTE # 16253

DATE 02/01/2024

ACTIVITY	AMOUNT
Annual Software Subscription - July 1, 2024 through June 30, 2025 French Field	4,999.00T
Annual Software Subscription - July 1, 2024 through June 30, 2025 Timnath Middle/High (Prospect) Stadium	4,999.00T
 Please make checks payable to ScoreVision, LLC and mail to: 11742 Stonegate Circle Omaha, NE 68164	
SUBTOTAL	9,998.00
TAX	0.00
TOTAL	\$9,998.00

Accepted By

Accepted Date

We appreciate your business and the opportunity to work with you!

Exhibit C

ScoreVision Accessibility Statement

ScoreVision is dedicated to optimizing the usability of our software solutions. We take pride in the exceptional user-friendliness of our applications, which enable individuals of all ages to navigate them with ease. Moreover, we are committed to ensuring that our systems comply with the industry standards for accessibility, thereby making our applications accessible to diverse users.

To achieve accessibility compliance in our Cloud software (website), we have implemented — or are planning to implement by January 2024 — the following measures:

- **Clear and consistent navigation:** Our website has clear and consistent navigation menus that allow users to easily move from one page to another. All links and buttons are labeled clearly to ensure users can understand what they will be clicking on.
- **Keyboard accessibility:** Our website has been designed to be fully accessible using only a keyboard. Users who cannot use a mouse or other pointing device can navigate the site using only the keyboard.
- **Alt text for images:** We have added alt text to all images on our website to ensure that users who are visually impaired can understand what the images represent.
- **Descriptive links:** All links on our website are descriptive, providing users with an understanding of where the link will take them before they click on it.
- **Consistent color contrast:** We have ensured that all text on our website meets minimum color contrast requirements to make it easy to read for users with visual impairments.
- **Assistive technology compatibility for the Web:** Our website has been designed to be compatible with a range of assistive technologies, such as screen readers and voice recognition software.
- **Feedback:** We seek and welcome feedback from users to ensure that we are continually improving our products and their accessibility.

To achieve accessibility compliance in our mobile scoreboard controller apps, we have implemented the following measures:

- **Clear and consistent navigation:** Our mobile apps have clear and consistent navigation flows that allow users to easily move from one screen to another. All buttons and icons are labeled clearly to ensure users can understand their functionality.
- **Descriptive links:** All links within our mobile apps are descriptive, providing users with an understanding of where the link will take them before they tap on it.
- **Consistent color contrast:** We have ensured that all text and graphical elements within our touchscreen mobile app meet minimum color contrast requirements to make them easy to read for users with visual impairments.
- **Feedback:** We seek and welcome feedback from users to ensure that we are continually improving our products and their accessibility.

The areas of accessibility within our software solutions that are currently being enhanced and planned for implementation within the next 24 - 36 months are:

- **Assistive technology compatibility for Mobile Apps:** Our touchscreen apps will be updated to be compatible with a range of assistive technologies, such as screen readers and voice recognition software.
- **Captioned media:** All videos being added to our website (Knowledge Base) will be captioned, making them accessible to users who are deaf or hard of hearing.

Signature: Brandon Carlucci
Brandon Carlucci (Jul 24, 2024 15:46 MDT)

Email: bcarlucci@psdschools.org

Signature: R David Montoya

Email: davem@psdschools.org

**SECOND AMENDMENT SOFTWARE AGREEMENT AGREEMENT
BETWEEN SCOREVISION
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 16th day of March, 2023, is attached to and forms part of the Software Agreement between and Poudre School District R-1 (the “District”) and ScoreVision, LLC (the “Contractor”) executed June 21, 2021 and the First Amendment to the Agreement executed July 6, 2022 (“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 July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on through August 1, 2023 through July 31, 2024.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B-1 is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B-1 with Contractor’s Quote 16224, hereby attached to this Second Amendment and made part of the Agreement.
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 Contractor 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.

SCOREVISION, LLC

POUDRE SCHOOL DISTRICT R-1

By: Brent M. Sommer

Brent Sommer
Controller

By: R David Montoya

R. David Montoya
Chief Finance Officer

By: Brandon Carlucci

Brandon Carlucci
District Athletic Director

Exhibit B-1

ScoreVision, LLC
11742 Stonegate Cir
Omaha, NE 68164 US



Quote

Poudre School District R-1
Attn: Accounts Payable
2407 Laporte Ave
Fort Collins, CO 80521

QUOTE # 16224
DATE 02/20/2023

ACTIVITY	AMOUNT
Annual Software Subscription - July 1, 2023 through June 30, 2024	4,999.00T
French Field	
Annual Software Subscription - July 1, 2023 through June 30, 2024	4,999.00T
Timnath Middle/High (Prospect) Stadium	
<hr/>	
Please make checks payable to ScoreVision, LLC and mail to: 11742 Stonegate Circle Omaha, NE 68164	SUBTOTAL 9,998.00 TAX 0.00 TOTAL \$9,998.00

Accepted By

Accepted Date

**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN SCOREVISION, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 6th day of July 2022, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the “District”) and Scorevision, LLC (the “Contractor”) executed June 21, 2021 (“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 July 31, 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 1, 2022 through July 31, 2023.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Quote 20220615-195105847, hereby attached to this First 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 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.

SCOREVISION, LLC

POUDRE SCHOOL DISTRICT R-1

By: Brent M. Sommer

Brent Sommer
Controller and Treasurer

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: Brandon Carlucci

Brandon Carlucci
District Athletic Director

Exhibit B



Poudre School District - French Field and Prospect Stadium Software and Support - 8/1/2022 - 7/31/2023

Poudre School District **Brandon Carlucci** **Reference: 20220615-195105847**
2407 LaPorte Avenue District Athletic Director Quote created: June 15, 2022
Fort Collins, Colorado 80521 bcarlucci@psdschools.org Quote expires: September 13, 2022
United States +1 (970) 556-0027 Quote created by: Brett Jensen
Regional Director - Mountain West
brett.jensen@scorevision.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Base Subscription Base Subscription - French Field and Prospect Stadium Systems	Base Subscription - High School (>800 students)	2	\$4,999.00 / year for 5 years	\$9,998.00 / year for 5 years
Advertising Capabilities Advertising Capabilities	Advertising	2	\$0.00 / year for 5 years	\$0.00 / year for 5 years
Capture App Streaming & Highlights Software ScoreVision Capture App & SV Easy Stream & SVC Manager	Capture App	2	\$0.00 / year for 5 years	\$0.00 / year for 5 years
Fan App - Standard ScoreVision Fan App for each district school	Fan App - Standard	2	\$0.00 / year for 5 years	\$0.00 / year for 5 years
Producer App/Media Collections Producer App & Media Collections On Demand	Producer App	2	\$0.00 / year for 5 years	\$0.00 / year for 5 years

Sport Specific Scoring Apps	Scoring Apps	2	\$0.00 / year	\$0.00 / year
Sport Specific Scoring Apps - Football, Soccer, Lacrosse, Baseball, Softball, Universal				for 5 years

Subtotals

Annual subtotal	\$9,998.00
	Total \$9,998.00

Purchase Terms

Terms & Conditions:

This Sales Order, together with the End User License Agreement and Standard Terms & Conditions, which are attached hereto and incorporated herein (collectively, the "Agreement" or "Contract Documents") constitutes Customer's sales agreement with ScoreVision, LLC for the software. Unless otherwise defined herein, all defined terms within this Sales Order shall have the same meaning and definitions as provided elsewhere in the Contract Documents.

- **Initial term:** The term shall commence on the date this Sales Order is signed by both parties (the "Effective Date") and remain in effect for one (1) years (the "Term").
- **Confidentiality:** Each party understands and agrees that this Sales Order and the Contract Documents are Confidential Information pursuant to Section 8 (Confidentiality) of the End User License Agreement which is incorporated herein and may be viewed by clicking the link on the following page. Neither party may disclose this Sales Order or the Contract documents to any third party or cause the same to become publicly available without the prior written consent of the other party.

Acknowledgment of Contract Documents:

The parties hereby acknowledge and agree that the Contract Documents contained in this Sales Order, which include the Sales Order, End User License Agreement, and Standard Terms & Conditions, constitute the full and final understanding of the parties regarding the license of software contained in this Sales Order. Customer acknowledges that it has had the opportunity and means to review the Contract Documents. Customer further acknowledges that this is a binding agreement and that the undersigned has the authority to execute these documents on behalf of the Customer.

The applicable documents referred to in this section shall be construed with, and as an integral part of, this document to the same extent as if they were set forth verbatim herein. Links to the contract documents which apply to this Sales Order are included below. A copy may be downloaded from each link and hard copies may be provided upon request.

- [Terms & Conditions](#)
- [End User License Agreement](#)

ScoreVision Contact Information:

- **ScoreVision Support:** support@scorevision.com | 866-213-8680
- **ScoreVision Billing:** billing@scorevision.com | 402-253-0250

Questions? Contact me



Brett Jensen

Regional Director - Mountain West

brett.jensen@scorevision.com

ScoreVision
11742 Stonegate Circle
Omaha, NE 68164
US

**SOFTWARE SERVICES AGREEMENT
BETWEEN SCOREVISION, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 21st day of June 2021, by and between Poudre School District R-1 (“District”) and ScoreVision, LLC (“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 July 1, 2021 and continue through and including July 31, 2022, 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) 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. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an 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. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its led-controlling, scorekeeper, producer, capture and fan engagement software platforms available for the District to use with all sports through installment on the District’s scoreboards, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for Services, as set forth on the attached Exhibit B is Nine Thousand, Nine Hundred and Ninety-Eight Dollars and Zero Cents (\$9,998.00) at the rate of Four Thousand, Nine Hundred and Ninety-Nine Dollars and Zero Cents (\$4,999.00) per site, due and payable by the District thirty (30) days after receipt of Contractor’s invoice.

2.2.1. If the District elects to use the ScoreVision Software used to send content, advertisements, announcements, and video content to the Contractor’s fan application the total cost shall be Three Thousand, Five Hundred Dollars and Zero Cents (\$3,500.00).

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. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment, unless approved by the District contact listed in section 9.
- 2.3.2. Contractor shall provide quote for Services conforming to the pricing in section 2.2 for the term of this Agreement and all extensions. No payment shall be made without the issuance of a District purchase order, and all invoices will be due within thirty (30) days after receipt of Contractor's invoice.
- 2.3.3. 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.

2.4. 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 9 of this agreement.

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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 *et seq.* 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 in writing 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 Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A (“Subcontractors”) pursuant to written subcontracts specifying the purpose of the disclosure and providing 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.** Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”). 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 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

ScoreVision, LLC
Attn: Brent Sommer
11742 Stonegate Circle
Omaha, NE 68164
Email: brent.sommer@scorevision.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. **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 Certificates to: 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 10.5, shall not reduce the indemnification liability that Contractor has assumed in section 10.6.

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

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. Supplier 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 Supplier'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.

10.6. 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, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement. Nothing in this section 10.6 or otherwise in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Constitution or the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, as amended.

10.7. 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 Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

10.8. 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.

10.9. 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.

10.10. **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.

10.11. **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.

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

10.13. **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.

10.14. **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.

10.15. **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.

SCOREVISION, LLC

POUDRE SCHOOL DISTRICT R-1

By: Brent M. Sommer

Brent Sommer
Controller and Treasurer

R. David Montoya
By: _____

R. David Montoya
Executive Director of Finance

By: Walter R. McKinstry
wmckinstry@psdschools.org wmckinstry@psdschools.org (Jul 2, 2021 08:00 MDT)

Walter R. McKinstry
Athletic Director

Exhibit A

ScoreVision Description

ScoreVision provides an LED-controlling and fan engagement software platform that interacts with on-premises LED displays for scorekeeping, in-game production and capturing action in real-time to display on the video display(s) and in the ScoreVision FanApp. Through ScoreVision Scorekeeper, Producer and Capture apps, schools can score and produce content with minimal equipment and personnel requirements.

ScoreVision's cloud-based software allows each school to manage game content, rosters, schedules and sponsorships individually from any internet connection. Through the cloud, schools can share scores, game action, video content, live streams, announcements and more to their fanbases via the Fan App.

When in a venue with LED powered by ScoreVision, game data will automatically be sent to each school's Fan App so fans can keep up with the action when not attending the game. Schools can also travel with their Scorekeeper and Capture apps to away events to keep fans updated with scores and video.

ScoreVision software features function for any sports with events hosted at outdoor district venues. Specialized scorekeeping software is available for Football, Soccer, Rugby, and Lacrosse, and more general-purpose software can provide support for any event.

Pricing

Current Quote – see attached

Pricing for future purchases:

Currently, the French Field Stadium site is receiving our full software package for \$4,999. The same would also be offered for the new Prospect/Timnath Stadium site as well. This has a typical value of \$10,000 per stadium when coupled with an LED video display. Other outdoor sports such as baseball, softball, golf, etc will also be able to piggy back off of that software to utilize the same features for no additional cost.

In the future, if schools within the district choose to also add ScoreVision software to send game content, advertisements, announcements and video content to their fan app for their indoor sports like basketball, volleyball and wrestling, the cost would be \$3,500 per school

Should the schools install LED video displays in their gyms, the subscription would then go to \$4,999 per school. This gives the school the ability to produce content during game play on the video boards and also interact with the displays via the iPads for presentations, assemblies and other events. They would also receive handheld timing hardware to run game clock and confidence cameras for real-time support of the displays.

Student Data collected through use of the system

Data Collected	Purpose of Collection
Player first & last name	Support for roster functionality
Player team membership	Support for roster functionality
Player jersey/roster number	Support for roster functionality
Player photo	(Optional) Support for roster functionality
Player creation date	Support for roster functionality
Player last updated date	Support for roster functionality
Player game events (Points scored, fouls, sports specific events)	Support for player statistics and fan-app functionality
Player sport-specific game state / statistics (see list below)	Support for player statistics and fan-app functionality
Player substitution status	Support for substitution and fan-app functionality
Team Name	Support for core system functionality
Team / player game participation	Support for core system functionality
Game location	Support for core system functionality
Game term (season) membership	Support for core system functionality
Game term (season) name	Support for core system functionality
Media Player Content: Image and Video files	Support for media player functionality
Moments Content: Video files	Support for Moments functionality on displays and fan-app
Moments Tags	Support additional metadata for video Moments
Automated Sequence Content: Image and Video files	Support for automated advertising and media sequences
Automated/Manual Announcement Messages	Social media and Fan App announcement functionality
Automated/Manual Announcement Media	Social media and Fan App announcement functionality

Customers may choose to provide students with their own user account. This is not required for use of the system. Doing so will result in the following additional student data being collected.

Data Collected	Purpose of Collection
User First & Last Name	Product support
User Email Address	Product support
User Username	Required for core product functionality
User Password	Required for core product functionality
User Organization affiliation	Required for core product functionality
User Organization role	Required for core product functionality
User Phone number	(Optional) Product support
User Type	(Optional) Product support
Last Sign In date	Product support and improvement
Last Sign in IP Address	Product support and improvement
Browser User Agent	Product support and improvement
User submitted error reports	Product support and improvement
User application interactions	Required for core product functionality
Application usage time	Per-user usage time reporting to customer product admins

Sport-specific game state / statistical information

Sport	Game State / Statistic
Baseball	Player batting order
Baseball	Player position
Basketball	Player foul count
Hockey	Player goals
Hockey	Player assists
Hockey	Player Penalty Infraction Minutes
Soccer	Player shots on goal
Soccer	Player corner kicks
Soccer	Player saves
Soccer	Player shootout goals
Soccer	Player shootout misses
Soccer	Player shots
Volleyball	Player ace count
Volleyball	Player block count
Volleyball	Player kill count
Wrestling	Player riding time
Wrestling	Player weight class
Wrestling	Player blood time
Wrestling	Player injury time
Wrestling	Player recovery time
Wrestling	Player caution counts
Wrestling	Player stalling counts
Wrestling	Player penalty counts

Third-parties who may receive Student Data in any format

Vendor	URL	Description
Rackspace	rackspace.com	Web app and database hosting
Google Cloud Platform	cloud.google.com	Web app and database hosting, error reporting
Appsignal	appsignal.com	Logging and error reporting
Papertrail	papertrail.com	Logging and error reporting
Hubspot	hubspot.com	CRM, customer support, marketing
Aircall	aircall.io	Customer phone support

Exhibit B



Poudre School District - French Field Software

Poudre School District

2407 LaPorte Avenue
Fort Collins, Colorado 80521
United States

Russ McKinstry

District Athletic Director
wmckinstry@psdschools.org
(970) 490-3106

Reference: 20210421-091750230

Quote created: April 21, 2021
Quote expires: July 20, 2021
Quote created by: Brett Jensen
Regional Director - Mountain West
brett.jensen@scorevision.com

Comments from Brett Jensen**Terms & Conditions:**

This Sales Order, together with the End User License Agreement and Standard Terms & Conditions, which are attached hereto and incorporated herein (collectively, the "Agreement" or "Contract Documents") constitutes Customer's sales agreement with ScoreVision, LLC for the software. Unless otherwise defined herein, all defined terms within this Sales Order shall have the same meaning and definitions as provided elsewhere in the Contract Documents.

- **Initial term:** The term shall commence on the date this Sales Order is signed by both parties (the "Effective Date") and remain in effect for one (1) years (the "Term").
- **Confidentiality:** Each party understands and agrees that this Sales Order and the Contract Documents are Confidential Information pursuant to Section 8 (Confidentiality) of the End User License Agreement which is incorporated herein and may be viewed by clicking the link on the following page. Neither party may disclose this Sales Order or the Contract documents to any third party or cause the same to become publicly available without the prior written consent of the other party.

Acknowledgment of Contract Documents:

The parties hereby acknowledge and agree that the Contract Documents contained in this Sales Order, which include the Sales Order, End User License Agreement, and Standard Terms & Conditions, constitute the full and final understanding of the parties regarding the license of software contained in this Sales Order. Customer acknowledges that it has had the opportunity and means to review the Contract Documents. Customer further acknowledges that this is a binding agreement and that the undersigned has the authority to execute these documents on behalf of the Customer. The applicable documents referred to in this section shall be construed with, and as an integral part of, this document to the same extent as if they were set forth verbatim herein. Links to the contract documents which apply to this Sales Order are included below. A copy may be downloaded from each link and hard copies may be provided upon request.

- Terms & Conditions
- End User License Agreement

ScoreVision Contact Information:

- **ScoreVision Support:** support@scorevision.com | 866-213-8680
- **ScoreVision Billing:** billing@scorevision.com | 402-253-0250

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
--------------------	-----	----------	------------	-------

Base Subscription Base Subscription - High School (<800 students) (includes ScoreVision Cloud & Universal Scorekeeper)	Base Subscription - High School (>800 students)	1	\$4,999.00 / year	\$4,999.00 / year for 5 years
Advertising Capabilities Advertising Capabilities	Advertising	1	\$0.00 / year	\$0.00 / year for 5 years
Capture App Streaming & Highlights Software ScoreVision Capture App & SV Easy Stream & SVC Manager	Capture App	1	\$0.00 / year	\$0.00 / year for 5 years
Fan App - Standard ScoreVision Fan App for each district school	Fan App - Standard	1	\$0.00 / year	\$0.00 / year for 5 years
Producer App/Media Collections Producer App & Media Collections On Demand	Producer App	1	\$0.00 / year	\$0.00 / year for 5 years
Sport Specific Scoring Apps - Football, Soccer, Lacrosse, Baseball, Softball, Universal	Scoring Apps	1	\$0.00 / year	\$0.00 / year for 5 years

Subtotals

Annual subtotal	\$4,999.00
Total	\$4,999.00

Russ McKinstry
wmckinstry@psdschools.org

Questions? Contact me



Brett Jensen
Regional Director - Mountain West
brett.jensen@scorevision.com

ScoreVision
11742 Stonegate Circle
Omaha, NE 68164
US



Poudre School District - Prospect Stadium Software

Poudre School District

2407 LaPorte Avenue
Fort Collins, Colorado 80521
United States

Russ McKinstry

District Athletic Director
wmckinstry@psdschools.org
(970) 490-3106

Reference: 20210422-150444405

Quote created: April 22, 2021
Quote expires: July 20, 2021
Quote created by: Brett Jensen
Regional Director - Mountain West
brett.jensen@scorevision.com

Comments from Brett Jensen**Terms & Conditions:**

This Sales Order, together with the End User License Agreement and Standard Terms & Conditions, which are attached hereto and incorporated herein (collectively, the "Agreement" or "Contract Documents") constitutes Customer's sales agreement with ScoreVision, LLC for the software. Unless otherwise defined herein, all defined terms within this Sales Order shall have the same meaning and definitions as provided elsewhere in the Contract Documents.

- **Initial term:** The term shall commence on the date this Sales Order is signed by both parties (the "Effective Date") and remain in effect for one (1) year (the "Term").
- **Confidentiality:** Each party understands and agrees that this Sales Order and the Contract Documents are Confidential Information pursuant to Section 8 (Confidentiality) of the End User License Agreement which is incorporated herein and may be viewed by clicking the link on the following page. Neither party may disclose this Sales Order or the Contract documents to any third party or cause the same to become publicly available without the prior written consent of the other party.

Acknowledgment of Contract Documents:

The parties hereby acknowledge and agree that the Contract Documents contained in this Sales Order, which include the Sales Order, End User License Agreement, and Standard Terms & Conditions, constitute the full and final understanding of the parties regarding the license of software contained in this Sales Order. Customer acknowledges that it has had the opportunity and means to review the Contract Documents. Customer further acknowledges that this is a binding agreement and that the undersigned has the authority to execute these documents on behalf of the Customer.

The applicable documents referred to in this section shall be construed with, and as an integral part of, this document to the same extent as if they were set forth verbatim herein. Links to the contract documents which apply to this Sales Order are included below. A copy may be downloaded from each link and hard copies may be provided upon request.

- **Terms & Conditions**
- **End User License Agreement**

ScoreVision Contact Information:

- **ScoreVision Support:** support@scorevision.com | 866-213-8680
- **ScoreVision Billing:** billing@scorevision.com | 402-253-0250

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Base Subscription Base Subscription - High School (<800 students) (includes ScoreVision Cloud & Universal Scorekeeper)	Base Subscription - High School (>800 students)	1	\$4,999.00 / year	\$4,999.00 for 5 years
Advertising Capabilities Advertising Capabilities	Advertising	1	\$0.00 / year	\$0.00 / year for 5 years
Capture App Streaming & Highlights Software ScoreVision Capture App & SV Easy Stream & SVC Manager	Capture App	1	\$0.00 / year	\$0.00 / year for 5 years
Fan App - Standard ScoreVision Fan App for each district school	Fan App - Standard	1	\$0.00 / year	\$0.00 / year for 5 years
Producer App/Media Collections Producer App & Media Collections On Demand	Producer App	1	\$0.00 / year	\$0.00 / year for 5 years
Sport Specific Scoring Apps - Football, Soccer, Lacrosse, Baseball, Softball, Basketball, Volleyball, Wrestling	Scoring Apps	1	\$0.00 / year	\$0.00 / year for 5 years
Subtotals				
Annual subtotal				\$4,999.00
			Total	\$4,999.00

Russ McKinstry
wmckinstry@psdschools.org

Questions? Contact me



Brett Jensen
Regional Director - Mountain West
brett.jensen@scorevision.com

ScoreVision
11742 Stonegate Circle
Omaha, NE 68164
US

Exhibit C



Poudre School District

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