FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN MOBYMAX, LLC AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective the 23rd day of March, 2025 is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and MobyMax, LLC (the "Contractor") executed March 25, 2024 ("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. **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 June 30, 2025, 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, 2026.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Student Data Table and Poudre School District's Student Data Information Request, hereby attached to the First Amendment and made part of this Agreement.

   3.3. Exhibit B is deleted hereby in its entirety.

   3.4. Replace Exhibit B with Contractor's MobyMax, LLC Pricing, hereby attached to the First Amendment and made part of this Agreement.

   3.5. Exhibit C is deleted hereby in its entirety.

   3.6. Replace Exhibit C with Contractor's MobyMax, LLC Education, LLC Accessibility Conformance Report International Edition 2.5, hereby attached to the First Amendment and made part of this Agreement.

   3.7. Section 12 is deleted hereby in its entirety.

   3.8. Add Exhibit D with Poudre School District Tech Services Insurance Requirements, hereby attached to the First Amendment and made part of this Agreement.

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 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.

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.

MOBYMAX, LLC

By: Glynn Willett

Glynn Willett
CEO

POUDRE SCHOOL DISTRICT R-1

By: Dave Montoya (Apr 15, 2025 21:27 MDT)

R. David Montoya
Chief Finance Officer/
Chief Operations Officer

By: Dr. Traci Gile

Traci Gile, PhD
Assistant Superintendent

Exhibit A

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 Admin Email Address	Optional
School Admin First & Last Name	Optional
School Admin Password	Optional
School Admin Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standards 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
Parent Email Address	Optional – support product functionality of parent portal. Also used to send daily reports
Parent First & Last Name	Optional
Parent Password	Optional
Parent Phone Number	Optional – to send daily report SMS
Map Growth results from NWEA	Optional – School or District Admin can integrate. This allow students to begin in the MobyMax Mathematics and Language modules and immediately begin working on skills without having to take a placement test

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
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
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	edu.google.com/workspace-for-education/products/classroom/	Student rostering
Salesforce	salesforce.com	CRM
Datadog	Datadog.com	Used for infrastructure monitoring

Poudre School District

Clear Form

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.*

   MobyMax is an adaptive learning, assessment, and process monitoring tool with comprehensive coverage for grades K-8 in Math, ELA, Science and Social Studies. The system features differentiated personal learning paths based on student mastery of skills and standards, as well as group instruction and collaboration opportunities.

   MobyMax assessments include formative, summative, and adaptive diagnostic placement tests. The data derived from these assessments is used to automatically remediate learning gaps and provide deeper insights for teachers

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.*

   The personal identification information that teachers or administrators may choose to supply for students are students' first name, last name, username, password, and ID.

Student	*Teacher*	*Admin*	*Meta Data*

3. What is the purpose of collecting student data?

The data is used to automatically remediate learning gaps and provide deeper insights for teachers regarding which skills are in need of additional support.

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.*

Amazon Web Services (AWS)

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

MobyMax hosts infrastructure on Amazon Web Services (AWS) to ensure scalability, high availability, security, and uptime for its educational technology platform.

6. Please provide:
   - Current quote (if available)

see attached

   - Tiered pricing for future purchases

   - Name and email for contract notices

Cheryl Sarafin, rfp@mobymax.com

   - Name and title of person who will sign the contract

Glynn Willett, co CEO

   - Does the system allow integration for rostering?

◉ Yes ◯ No

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

MobyMax offers auto-rostering and SSO through Clever and ClassLink. We support SSO and account provisioning with the Clever Library and Google Classroom platforms. We also provide CSV templates for manual rostering.

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.

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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

EXAMPLE ONLY

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 messag-ing
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/class-room	Student rostering
Salesforce	salesforce.com	CRM

EXAMPLE ONLY

Exhibit B

MobyMax
Close learning gaps.

Pricing

School License — $4,495/year

Includes access to *all* MobyMax features and functionality for *all* staff and students in a school, along with project management, onboarding, and Class Celebrations.

Licenses can be purchased on one-year or multi-year terms. Multi-year licenses feature an additional discount as well as a locked rate for the duration of the license, saving schools from any potential cost increases.

Volume discounts of up to 20% are also available for districts purchasing multiple school licenses.

Per-Seat License — $3.29-$20.60/year

For schools that prefer to license MobyMax for a limited number of students and/or subjects, our per-student license cost varies based on which subjects are selected and how many students need to be covered.

Coaching and Professional Development

Custom Webinar — $299/hr

A flexible training option. Custom webinars are typically used for new-hire onboarding, annual refresher training, and to help teachers understand how to best use Moby for targeted instructional initiatives.

Exhibit C

MobyMax Education, LLC Accessibility Conformance Report

International Edition

(Based on VPAT® Version 2.5)

Name of Product/Version: MobyMax

Report Date: 12/18/2024

Product Description: MobyMax is a supplemental online curriculum resource for grades K-8 covering math, reading/ELA, science, and social studies. The program includes adaptive, differentiated learning and practice, formative and summative assessment, progress monitoring, and a variety of blended learning features for whole-group and small-group instruction.

Contact Information: Cheryl Sarafin

Notes:

Evaluation Methods Used: 100% User Testing

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

"Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.2	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: EN 301 549 Criteria • 9.1.1.1 (Web) • 10.1.1.1 (Non-web document) • 11.1.1.1.1 (Open Functionality Software) • 11.1.1.1.2 (Closed Functionality Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Not all non-text elements have text alternatives available. Electronic Docs: Software: Closed: Authoring Tool:
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to:	Web: Not Applicable Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria • 9.1.2.1 (Web) • 10.1.2.1 (Non-web document) • 11.1.2.1.1 (Open Functionality Software) • 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Software: Closed: Authoring Tool:	Software: Closed: Authoring Tool:
1.2.2 Captions (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.2 (Web) • 10.1.2.2 (Non-web document) • 11.1.2.2 (Open Functionality Software) • 11.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.3 (Web) • 10.1.2.3 (Non-web document) • 11.1.2.3.1 (Open Functionality Software) • 11.1.2.3.2 (Closed Software)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.3.1 Info and Relationships (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.1 (Web) • 10.1.3.1 (Non-web document) • 11.1.3.1.1 (Open Functionality Software) • 11.1.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.3.2 Meaningful Sequence (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.2 (Web) • 10.1.3.2 (Non-web document) • 11.1.3.2.1 (Open Functionality Software) • 11.1.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.3.3 Sensory Characteristics (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.3 (Web) • 10.1.3.3 (Non-web document) • 11.1.3.3 (Open Functionality Software) • 11.1.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.1 Use of Color (Level A) Also applies to: EN 301 549 Criteria • 9.1.4.1 (Web) • 10.1.4.1 (Non-web document) • 11.1.4.1 (Open Functionality Software) • 11.1.4.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria	Web: Partially Supports Electronic Docs: Software:	Web: Electronic Docs: Software:

Criteria	Conformance Level	Remarks and Explanations
• 9.1.4.2 (Web) • 10.1.4.2 (Non-web document) • 11.1.4.2 (Open Functionality Software) • 11.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Closed: Authoring Tool:	Closed: Authoring Tool:
2.1.1 Keyboard (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.1 (Web) • 10.2.1.1 (Non-web document) • 11.2.1.1.1 (Open Functionality Software) • 11.2.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:	Web: Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:
2.1.2 No Keyboard Trap (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.2 (Web) • 10.2.1.2 (Non-web document) • 11.2.1.2 (Open Functionality Software) • 11.2.1.2 (Closed Software)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
2.1.4 Character Key Shortcuts (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.1.4 (Web) • 10.2.1.4 (Non-web document) • 11.2.1.4.1 (Open Functionality Software) • 11.2.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Not Applicable Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:	Web: Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:
2.2.1 Timing Adjustable (Level A) Also applies to: EN 301 549 Criteria • 9.2.2.1 (Web) • 10.2.2.1 (Non-web document) • 11.2.2.1 (Open Functionality Software) • 11.2.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
2.2.2 Pause, Stop, Hide (Level A) Also applies to: EN 301 549 Criteria • 9.2.2.2 (Web) • 10.2.2.2 (Non-web document) • 11.2.2.2 (Open Functionality Software) • 11.2.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: EN 301 549 Criteria • 9.2.3.1 (Web) • 10.2.3.1 (Non-web document) • 11.2.3.1 (Open Functionality Software) • 11.2.3.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.4.1 Bypass Blocks (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.1 (Web) • 10.2.4.1 (Non-web document) – Does not apply	Web: Not Applicable Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.2.4.1 (Open Functionality Software) – Does not apply • 11.2.4.1 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs		
2.4.2 Page Titled (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.2 (Web) • 10.2.4.2 (Non-web document) • 11.2.4.2 (Open Functionality Software) - Does not apply • 11.2.4.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.3 Focus Order (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.3 (Web) • 10.2.4.3 (Non-web document) • 11.2.4.3 (Open Functionality Software) • 11.2.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Web: Not Evaluated Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
2.4.4 Link Purpose (In Context) (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.4 (Web) • 10.2.4.4 (Non-web document) • 11.2.4.4 (Open Functionality Software) • 11.2.4.4 (Closed Software • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.5.1 Pointer Gestures (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.1 (Web) • 10.2.5.1 (Non-web document) • 11.2.5.1 (Open Functionality Software) • 11.2.5.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria	Web: Supports Electronic Docs: Software:	Web: Electronic Docs: Software:

Criteria	Conformance Level	Remarks and Explanations
• 9.2.5.2 (Web) • 10.2.5.2 (Non-web document) • 11.2.5.2 (Open Functionality Software) • 11.2.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Closed: Authoring Tool:	Closed: Authoring Tool:
2.5.3 Label in Name (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.3 (Web) • 10.2.5.3 (Non-web document) • 11.2.5.3.1 (Open Functionality Software) • 11.2.5.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.5.4 Motion Actuation (Level A 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.2.5.4 (Web) • 10.2.5.4 (Non-web document) • 11.2.5.4 (Open Functionality Software) • 11.2.5.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
3.1.1 Language of Page (Level A) Also applies to: EN 301 549 Criteria	Web: Supports Electronic Docs: Software:	Web: MobyMax works Electronic Docs: Software:

Criteria	Conformance Level	Remarks and Explanations
• 9.3.1.1 (Web) • 10.3.1.1 (Non-web document) • 11.3.1.1.1 (Open Functionality Software) • 11.3.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Closed: Authoring Tool:	Closed: Authoring Tool:
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria • 9.3.2.1 (Web) • 10.3.2.1 (Non-web document) • 11.3.2.1 (Open Functionality Software) • 11.3.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria • 9.3.2.2 (Web) • 10.3.2.2 (Non-web document) • 11.3.2.2 (Open Functionality Software) • 11.3.2.2 (Closed Software)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
3.2.6 Consistent Help (Level A 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
3.3.1 Error Identification (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.1 (Web) • 10.3.3.1 (Non-web document) • 11.3.3.1.1 (Open Functionality Software) • 11.3.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
3.3.2 Labels or Instructions (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.2 (Web) • 10.3.3.2 (Non-web document) • 11.3.3.2 (Open Functionality Software) • 11.3.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
3.3.7 Redundant Entry (Level A 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
4.1.1 Parsing (Level A) Applies to: WCAG 2.0 and 2.1 – Always answer 'Supports' WCAG 2.2 (obsolete and removed) - Does not apply EN 301 549 Criteria • 9.4.1.1 (Web) • 10.4.1.1 (Non-web document) • 11.4.1.1.1 (Open Functionality Software) • 11.4.1.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	For WCAG 2.0, 2.1, EN 301 549, and Revised 508 Standards, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata.
4.1.2 Name, Role, Value (Level A) Also applies to: EN 301 549 Criteria • 9.4.1.2 (Web) • 10.4.1.2 (Non-web document) • 11.4.1.2.1 (Open Functionality Software) • 11.4.1.2.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: EN 301 549 Criteria • 9.1.2.4 (Web) • 10.1.2.4 (Non-web document) • 11.1.2.4 (Open Functionality Software) • 11.1.2.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: EN 301 549 Criteria • 9.1.2.5 (Web) • 10.1.2.5 (Non-web document) • 11.1.2.5 (Open Functionality Software) • 11.1.2.5 (Closed Software)	Web: Not Applicable Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.3.4 Orientation (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.3.4 (Web) • 10.1.3.4 (Non-web document) • 11.1.3.4 (Open Functionality Software) • 11.1.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.3.5 (Web) • 10.1.3.5 (Non-web document) • 11.1.3.5.1 (Open Functionality Software) • 11.1.3.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.3 Contrast (Minimum) (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.3 (Web)	Web: Supports Electronic Docs: Software: Closed:	Web: Electronic Docs: Software: Closed:

Criteria	Conformance Level	Remarks and Explanations
• 10.1.4.3 (Non-web document) • 11.1.4.3 (Open Functionality Software) • 11.1.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Authoring Tool:	Authoring Tool:
1.4.4 Resize text (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.4 (Web) • 10.1.4.4 (Non-web document) • 11.1.4.4.1 (Open Functionality Software) • 11.1.4.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.5 Images of Text (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.5 (Web) • 10.1.4.5 (Non-web document) • 11.1.4.5.1 (Open Functionality Software) • 11.1.4.5.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool)	Web: Partially Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.4.10 Reflow (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.10 (Web) • 10.1.4.10 (Non-web document) • 11.1.4.10 (Open Functionality Software) • 11.1.4.10 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.11 (Web) • 10.1.4.11 (Non-web document) • 11.1.4.11 (Open Functionality Software) • 11.1.4.11 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
1.4.12 Text Spacing (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.12 (Web) • 10.1.4.12 (Non-web document)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.1.4.12 (Open Functionality Software) • 11.1.4.12 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.4.5 Multiple Ways (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.5 (Web) • 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
2.4.6 Headings and Labels (Level AA) Also applies to:	Web: Supports Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document) • 11.2.4.6 (Open Functionality Software) • 11.2.4.6 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Software: Closed: Authoring Tool:	Software: Closed: Authoring Tool:
2.4.7 Focus Visible (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.7 (Web) • 10.2.4.7 (Non-web document) • 11.2.4.7 (Open Functionality Software) • 11.2.4.7 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.5.7 Dragging Movements (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:

Criteria	Conformance Level	Remarks and Explanations
2.5.8 Target Size (Minimum) (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
3.1.2 Language of Parts (Level AA) Also applies to: EN 301 549 Criteria • 9.3.1.2 (Web) • 10.3.1.2 (Non-web document) • 11.3.1.2 (Open Functionality Software) – Does not apply • 11.3.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.3 Consistent Navigation (Level AA) Also applies to: EN 301 549 Criteria • 9.3.2.3 (Web) • 10.3.2.3 (Non-web document) – Does not apply • 11.3.2.3 (Open Functionality Software) – Does not apply • 11.3.2.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Partially Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.2.4 Consistent Identification (Level AA) Also applies to:	Web: Partially Supports Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria • 9.3.2.4 (Web) • 10.3.2.4 (Non-web document) – Does not apply • 11.3.2.4 (Open Functionality Software) – Does not apply • 11.3.2.4 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Authoring Tool:	Authoring Tool:
3.3.3 Error Suggestion (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.3 (Web) • 10.3.3.3 (Non-web document) • 11.3.3.3 (Open Functionality Software) • 11.3.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Partially Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.4 (Web) • 10.3.3.4 (Non-web document) • 11.3.3.4 (Open Functionality Software) • 11.3.3.4 (Closed Software)	Web: Supports Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
4.1.3 Status Messages (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria • 9.4.1.3 (Web) • 10.4.1.3 (Non-web document) • 11.4.1.3 (Open Functionality Software) • 11.4.1.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: Supports Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) EN 301 549 Criteria – Does not apply	Web: Not Applicable	Web:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
1.2.8 Media Alternative (Prerecorded) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
1.2.9 Audio-only (Live) (Level AAA) EN 301 549 Criteria– Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
1.3.6 Identify Purpose (Level AAA 2.1 and 2.2) EN 301 549 Criteria– Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
1.4.6 Contrast (Enhanced) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
1.4.7 Low or No Background Audio (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
1.4.8 Visual Presentation (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
1.4.9 Images of Text (No Exception) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.1.3 Keyboard (No Exception) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.2.3 No Timing (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.2.4 Interruptions (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.2.5 Re-authenticating (Level AAA)	Web: Partially Supports	Web:

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply		
2.2.6 Timeouts (Level AAA 2.1 and 2.2) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.3.2 Three Flashes (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
2.3.3 Animation from Interactions (Level AAA 2.1 and 2.2) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.4.8 Location (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
2.4.10 Section Headings (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
2.4.12 Focus Not Obscured (Enhanced) (Level AAA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
2.4.13 Focus Appearance (Level AAA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Evaluated	Web:
2.5.5 Target Size (Level AAA 2.1 and 2.2) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 and 2.2) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:

Criteria	Conformance Level	Remarks and Explanations
3.1.3 Unusual Words (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
3.1.4 Abbreviations (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:
3.1.5 Reading Level (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
3.1.6 Pronunciation (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
3.2.5 Change on Request (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Not Applicable	Web:
3.3.5 Help (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
3.3.6 Error Prevention (All) (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Supports	Web:
3.3.9 Accessible Authentication (Enhanced) (Level AAA 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web: Partially Supports	Web:

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Not Applicable

Chapter 4: Hardware

Not Applicable

Chapter 5: Software

Not Applicable

Chapter 6: Support Documentation and Services

Not Applicable

EN 301 549 Report

Chapter 4: Functional Performance Statements (FPS)

Not Applicable

Chapter 5: Generic Requirements

Not Applicable

Criteria	Conformance Level	Remarks and Explanations
5.1 Closed functionality	Heading cell – no response required	Heading cell – no response required
5.1.2 General	Heading cell – no response required	Heading cell – no response required
5.1.2.1 Closed functionality	See 5.2 through 13	See information in 5.2 through 13
5.1.2.2 Assistive technology	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6
5.1.3 Non-visual access	Heading cell – no response required	Heading cell – no response required
5.1.3.1 Audio output of visual information	Not Evaluated	
5.1.3.2 Auditory output delivery including speech	Not Evaluated	
5.1.3.3 Auditory output correlation	Not Evaluated	
5.1.3.4 Speech output user control	Not Evaluated	
5.1.3.5 Speech output automatic interruption	Not Evaluated	
5.1.3.6 Speech output for non-text content	Not Evaluated	
5.1.3.7 Speech output for video information	Not Evaluated	
5.1.3.8 Masked entry	Not Evaluated	
5.1.3.9 Private access to personal data	Not Evaluated	
5.1.3.10 Non-interfering audio output	Not Evaluated	
5.1.3.11 Private listening volume	Not Evaluated	
5.1.3.12 Speaker volume	Not Evaluated	
5.1.3.13 Volume reset	Not Evaluated	
5.1.3.14 Spoken languages	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
5.1.3.15 Non-visual error identification	Not Evaluated	
5.1.3.16 Receipts, tickets, and transactional outputs	Not Evaluated	
5.1.4 Functionality closed to text enlargement	Not Evaluated	
5.1.5 Visual output for auditory information	Not Evaluated	
5.1.6 Operation without keyboard interface	Heading cell – no response required	Heading cell – no response required
5.1.6.1 Closed functionality	See 5.1.3.1 through 5.1.3.16	See information in 5.1.3.1 through 5.1.3.16
5.1.6.2 Input focus	Not Evaluated	
5.1.7 Access without speech	Not Evaluated	
5.2 Activation of accessibility features	Supports	
5.3 Biometrics	Supports	
5.4 Preservation of accessibility information during conversion	Supports	
5.5 Operable parts	Heading cell – no response required	Heading cell – no response required
5.5.1 Means of operation	Not Evaluated	
5.5.2 Operable parts discernibility	Not Evaluated	
5.6 Locking or toggle controls	Heading cell – no response required	Heading cell – no response required
5.6.1 Tactile or auditory status	Not Evaluated	
5.6.2 Visual status	Not Evaluated	
5.7 Key repeat	Not Evaluated	
5.8 Double-strike key acceptance	Not Evaluated	
5.9 Simultaneous user actions	Not Evaluated	

Chapter 6: ICT with Two-Way Voice Communication

Not Applicable

Chapter 7: ICT with Video Capabilities

Not Applicable

Chapter 8: Hardware

Not Applicable

Chapter 9: Web *(see WCAG 2.x section)*

Notes:

Chapter 10: Non-Web Documents

Not Applicable

Chapter 11: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
11.0 General (informative)	Heading cell – no response required	Heading cell – no response required
11.1.1.1 through 11.4.1.3	See WCAG 2.x section	See information in WCAG 2.x section
11.5 Interoperability with assistive technology	Heading cell – no response required	Heading cell – no response required
11.5.1 Closed functionality	Heading cell – no response required	Heading cell – no response required
11.5.2 Accessibility services	Heading cell – no response required	Heading cell – no response required
11.5.2.1 Platform accessibility service support for software that provides a user interface	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.2 Platform accessibility service support for assistive technologies	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.3 Use of accessibility services	See information in 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.4 Assistive technology	Supports	

Criteria	Conformance Level	Remarks and Explanations
11.5.2.5 Object information	Supports	
11.5.2.6 Row, column, and headers	Supports	
11.5.2.7 Values	Supports	
11.5.2.8 Label relationships	Supports	
11.5.2.9 Parent-child relationships	Supports	
11.5.2.10 Text	Supports	
11.5.2.11 List of available actions	Supports	
11.5.2.12 Execution of available actions	Supports	
11.5.2.13 Tracking of focus and selection attributes	Supports	
11.5.2.14 Modification of focus and selection attributes	Supports	
11.5.2.15 Change notification	Supports	
11.5.2.16 Modifications of states and properties	Supports	
11.5.2.17 Modifications of values and text	Supports	
11.6 Documented accessibility usage	Heading cell – no response required	Heading cell – no response required
11.6.1 User control of accessibility features	Partially Supports	
11.6.2 No disruption of accessibility features	Supports	
11.7 User preferences	Supports	
11.8 Authoring tools	Heading cell – no response required	Heading cell – no response required
11.8.1 Content technology	Heading cell – no response required	Heading cell – no response required
11.8.2 Accessible content creation	See WCAG 2.x section (If not authoring tool, enter “Not Applicable”)	See information in WCAG 2.x section
11.8.3 Preservation of accessibility information in transformations	Not Applicable	
11.8.4 Repair assistance	Not Applicable	
11.8.5 Templates	Not Applicable	

Chapter 12: Documentation and Support Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
12.1 Product documentation	Heading cell – no response required	Heading cell – no response required
12.1.1 Accessibility and compatibility features	Supports	
	See WCAG 2.x section	See information in WCAG 2.x section
12.2 Support Services	Heading cell – no response required	Heading cell – no response required
12.2.2 Information on accessibility and compatibility features	Supports	
12.2.3 Effective communication	Supports	
12.2.4 Accessible documentation	See WCAG 2.x section	See information in WCAG 2.x section

Chapter 13: ICT Providing Relay or Emergency Service Access

Not Applicable

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.

Exhibit D

Poudre School District Tech Services Insurance Requirements

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $1,000,000
- General Aggregate $2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss $1,000,000
- Aggregate $3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

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

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

This Software Services Agreement ("Agreement") is entered into this 25th day of March 2024, by and between Poudre School District R-1 (the "District") and MobyMax, LLC. (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, 2024 and continue through and including June 30, 2025, 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.

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 provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its i-Ready web-based diagnostic assessment, progress monitoring and instructional software system available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2. The total cost for all Services under this contract are as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

2.2.1. The cost for all Services under this contract shall not exceed the pricing set forth on the attached Exhibit B hereby and made part of this Agreement.

2.3. 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.

2.4. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4. 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. Invoicing. Contractor will provide invoices for the Services at the rate specified in B Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1. 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 generally be paid within thirty (30) days following the District representative's approval.

2.5.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.5.3. 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.

2.5.4. Invoices shall be sent to ap@psdschools.org.

2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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. Contractor Services are protected by patents.

2.8. 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 3.5 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, 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 Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to 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.** 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.

9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

10. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

11. **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: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

MobyMax, LLC
Attn: Corrina Wells
PO Box 392385
Pittsburg, PA 15251
Email:corrina.wells@mobymax.com

12. **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: 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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 Contractor even if those limits of liability are in excess of those required by this Agreement.

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

Minimum Limits

a. Per Loss $1,000,000
b. Aggregate $3,000,000
c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. 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.

13. **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.

14. **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.

15. **General Provisions.**

15.1. **No Assignment.** 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.

15.2. **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.

15.3. **Press Contacts/News Releases.** 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's Executive Director of Communications or designee.

15.4. **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.

15.5. **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.

15.6. **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.

15.7. **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.

15.8. **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.

15.9. **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.

15.10. **Attorney Fees and Costs.** 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.

15.11. **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.

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

15.13. **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.

15.14. **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. 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.

15.15. **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.

MOBYMAX, LLC

By:

Glynn Willett
Chief Executive Officer

POUDRE SCHOOL DISTRICT R-1

By: R. David Montoya

R. David Montoya
Chief Finance Officer

By: Julie Chaplain

Julie Chaplain
Assistant Superintendent

Exhibit A

Poudre School District

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.*

   MobyMax is an adaptive learning, assessment, and process monitoring tool with comprehensive coverage for grades K-8 in Math, ELA, Science and Social Studies. The system features differentiated personal learning paths based on student mastery of skills and standards, as well as group instruction and collaboration opportunities. MobyMax assessments include formative, summative, and adaptive diagnostic placement tests. The data derived from these assessments is used to automatically remediate learning gaps and

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.*

   The personal identification information that teachers or administrators may choose to supply for students are students' first name, last name, username, password, and ID.

Student	*Teacher*	*Admin*	*Meta Data*

3. What is the purpose of collecting student data?

The data is used to automatically remediate learning gaps and provide deeper insights for teachers regarding which skills are in need of additional support.

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.*

Amazon Web Services (AWS)

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

Mobymax hosts infrastructure on Amazon Web Services (AWS) to ensure scalability, high availability, security, and uptime for its educational technology platform.

6. Please provide:
   - Current quote (if available)
   - Tiered pricing for future purchases
   - Name and email for contract notices

Cheryl Sarafin, rfp@mobymax.com

   - Name and title of person who will sign the contract

Glynn Willett, co CEO

   - Does the system allow integration for rostering?

Yes No

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

MobyMax offers auto-rostering and SSO through Clever and ClassLink. We support SSO and account provisioning with the Clever Library and Google Classroom platforms. We also provide CSV templates for manual rostering

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

EXAMPLE ONLY

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 messag-ing
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/class-room	Student rostering
Salesforce	salesforce.com	CRM

EXAMPLE ONLY

Exhibit B

Pricing

Software Licenses

MobyMax Schoolwide License — $4,495/year

Includes access to all MobyMax features and functionality for all staff and students in a school, along with a dedicated Customer Success Expert, yearly onboarding refresh, and Class Rewards.

Licenses can be purchased on one-year or multi-year terms. Multi-year licenses feature a locked rate for the duration of the license, saving schools from any potential cost increases. Districtwide pricing with a discount of up to 20% is also available for districts needing licenses at multiple schools.

Per-Seat License — $3.29-$20.60/student

For schools that prefer to license MobyMax for a limited number of students and/or subjects, our per-student license cost varies based on which subjects are selected and how many students need to be covered. The amounts above represent the full range, from one subject for more than 1,200 students to all subjects for less than 150 students.

Coaching and Professional Development

Moby Day — $3,995/day on-site; $1,995/day virtual

Our most hands-on professional development experience. A Moby Day is a full-day session featuring break-out groups, activities, prizes, and training for your choice of roles, topics, and priorities.

Custom Webinar — $299/hr

The most flexible training option. Custom webinars are typically used for new-hire onboarding, annual refresher training, and to help teachers understand how to best use Moby for targeted instructional initiatives.

Exhibit C

Voluntary Product Accessibility Template®

VPAT™

Version 1.3

The purpose of the **Voluntary Product Accessibility Template** (**VPAT**), is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offerors will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three (3) columns in each table:

1. Column one (Criteria) of the Summary Table describes the subsections of subparts B and C of the Standards.
2. The second column describes the (supporting features) of the product or refers you to the corresponding detailed table, e.g. "equivalent facilitation." Please respond with **(Yes, No, Partially Supports, N/A)**
3. The third column contains any additional (remarks and explanations) regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product regarding that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date	3/6/2023
Name of Product	MobyMax, LLC
Contact Info (name/phone/email)	Jonathan Briseno, 888-793-8331, rfp@mobymax.com

Summary Table (VPAT)

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-Media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Section 1194.21 Software Applications and Operating Systems

Criteria	Supporting Features	Remarks and Explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	YES	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented per industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	PARTIALLY SUPPORTS	System requirements can be viewed at: https://goo.gl/VYCRdm
(c) A well-defined on-screen indication of the current focus shall be if moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	YES	Lesson topic names are clearly displayed. Transitional messages between lesson topics. Messages are displayed once a topic has been completed.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	PARTIALLY SUPPORTS	Not all video or images have related text.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	N/A	
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	YES	MobyMax is web based, all text can be viewed within the browser.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	YES	
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	PARTIALLY SUPPORTS	Some lessons contain animations that are not available in a non-animated presentation mode.

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	YES	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	N/A	Color adjustment is handled via the device being used.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	N/A	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	N/A	

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Section 1194.22 Web-based Internet Information and Applications

Criteria	Supporting Features	Remarks and Explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	PARTIALLY SUPPORTS	Not all non-text elements have text available.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	PARTIALLY SUPPORTS	Some video and image content do not have alternatives.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	N/A	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	YES	
(e) Redundant text links shall be provided for each active region of a server-side image map.	N/A	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	N/A	
(g) Row and column headers shall be identified for data tables.	YES	
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	YES	
(i) Frames shall be titled with text that facilitates frame identification and navigation	YES	

(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	YES	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	N/A	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	YES	
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	N/A	
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	YES	ACCESS THROUGH ADMIN ACCOUNT
(o) A method shall be provided that permits users to skip repetitive navigation links.	YES	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	YES	IN SOME OF OUR MODULES

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Section 1194.23 Telecommunications Products

Criteria	Supporting Features	Remarks and Explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	N/A	Microphones are not usedwith our software.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	N/A	

(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	N/A	
(d) Voice mail, messaging, auto- attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	N/A	
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	N/A	
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	N/A	
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	N/A	
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	N/A	
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	N/A	
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	N/A	
(k) (1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	N/A	

(k) (2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	N/A	
(k) (3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	N/A	
(k) (4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	N/A	

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Section 1194.24 Video and Multi-Media Product

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	N/A	
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	N/A	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	NO	

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	YES	
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	NO	

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Section 1194.25 Self-Contained, Closed Products

Criteria	Supporting Features	Remarks and Explanations
(a) Self-contained products shall be usable by people with disabilities without requiring an end- user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	YES	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	YES	
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	N/A	
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess biological characteristics, shall also be provided.	N/A	
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at any time.	YES	
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	NO	Volume is controled by user
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	YES	

(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	N/A	Controled by user
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	YES	
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	N/A	
(j) (2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	N/A	
(j) (3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor	N/A	
(j) (4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	N/A	

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Section 1194.26 Desktop and Portable Computers

Criteria	Supporting Features	Remarks and Explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	YES	
(b) If a product utilizes touchscreens or touch- operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	N/A	

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess biological characteristics, shall also be provided.	N/A	User informaiton is created by a teacher or admin
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	YES	

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Section 1194.31 Functional Performance Criteria

Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	YES	
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	YES	
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	YES	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	YES	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	YES	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	NO	Moby is based on the internet and requires response from keypad or mouse.

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Section 1194.41 Information, Documentation and Support

Criteria	Supporting Features	Remarks and Explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	YES	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	YES	
(c) Support services for products shall accommodate the communication needs of end–users with disabilities	YES	

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