

**SIXTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN SCRIBBLES SOFTWARE LLC.
AND POUFRE SCHOOL DISTRICT R-1**

This Sixth Amendment (“Sixth Amendment”) effective as of the August 13, 2024 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Scribbles Software, LLC. (the “Contractor”), executed February 27, 2018, the First Amendment to the contract executed April 18, 2018, the Second Amendment to the contract executed May 6, 2019, the Third Amendment to the contract executed June 12, 2020, the Fourth Amendment to the contract executed March 5, 2021, and the Fifth Amendment to the contract executed April 18, 2022, each of which are attached and made part of this Sixth Amendment. To the extent that any of the terms or conditions contained in this Fifth Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment, the Fifth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Sixth Amendment to the Agreement between the District and the Contractor. The purpose of this Sixth 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, 2023, 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, 2024 through June 30, 2025.

3. **Amended Responsibilities.**
 - 3.1. Exhibit C-1 is deleted hereby in its entirety.
 - 3.2. Replace Exhibit C-1 with Contractor’s Scribbles Software Order Form, hereby attached to this Sixth Amendment and made part of this Agreement.
 - 3.3. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1
Attn: ~~Traey Stibitz~~
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: ~~tstibitz@psdschools.org~~

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521

E-mail: contracts@psdschools.org

4. **Special Provisions.**

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

5. **General Provisions.**

- 5.1. **Entire Agreement.** The Agreement and this Fifth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SCRIBBLES SOFTWARE LLC

By: **Snaevar Hreinsson**
Digitally signed by Snaevar Hreinsson
Date: 2024.09.27 14:01:19 -04'00'

Snaevar Hreinsson
Director of Contracts

POUDRE SCHOOL DISTRICT R-1

By: *R David Montoya*
R David Montoya (Sep 27, 2024 14:31 MDT)

R. David Montoya
Chief Finance Officer

By: *Emma Kinsella*
Emma Kinsella (Sep 27, 2024 12:46 MDT)

Emma Kinsella
Records Manager

Exhibit C-1



Transaction Services:

Name of Service	Term Start Date	Term End Date	Convenience Fee per Transaction	Paid By
ScribOrder Starter	07/01/2024	06/30/2025	\$5.00	Requestor

Professional Services:

Professional Services (subject to the respective Statement of Work)	Rate	Total Professional Services Fees
0 hours of Professional Services	\$250 / hour	\$0.00

Additional details relating to the scope of Professional Services have been included in the Statement of Work attached as Appendix B.

TOTAL SUBSCRIPTION AND PROFESSIONAL SERVICES FEES PAYABLE BY CUSTOMER:	\$10,000.00
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Additional terms and conditions related to this Order Form are set forth in Appendix A.

By signing this Order Form, I represent and warrant that the information provided is true and accurate, and I am authorized to sign on behalf of Customer and bind Customer to the terms and conditions of this Order Form, including any documents attached to the Order Form or otherwise incorporated by reference. This Order Form is effective as of the earlier of the date of signature below or the subscription term start date.

Customer

Signature:

Name:

Title:

Date:

Scribbles Software

Signature: **Snaevar Hreinsson**
Digitally signed by Snaevar Hreinsson
Date: 2024.09.27 14:01:39 -04'00'

Name: Snaevar Hreinsson

Title: Director of Contracts

Date: 09/27/2024



Appendix A – Order Form Terms

ORDER TERMS

Upon execution of this Order Form, Customer (as identified above in Customer Name) and Scribbles Software, LLC (“Scribbles”) will be parties to a legally binding contract consisting of:

- 1) This Order Form
- 2) The Software as a Service Terms and Conditions and Professional Services Terms and Conditions located here: <https://www.scribsoft.com/legal/terms-conditions>.

(collectively, the “Agreement”).

The parties agree as follows:

- A. Customer agrees to pay the Total Fees Payable in accordance with the Invoicing Frequency and Payment Terms indicated above for the use of the services. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer’s obligations may not be canceled prior to expiration of the Term End Date.
- B. Credit card processing fees at the rate of \$0.30 per transaction plus 3.3% of the transaction total are charged to the Customer for each transaction handled by Scribbles.
- C. The provisions of this Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Agreement.
- D. In the event of any inconsistency or conflict between this Order Form and the Software as a Service Terms and Conditions, this Order Form will take precedence and prevail.
- E. All capitalized terms used in this Order, but not defined, shall have the meanings provided in the Software as a Service Terms and Conditions.
- F. Unless otherwise specified in this Order Form, travel and expenses are not included in the total price on this Order Form or in any referenced Statement of Work (“SOW”). The Customer is responsible for reimbursing Scribbles for all travel and expense costs related to any services performed under this Agreement.
- G. The terms of this Order are Scribbles Confidential Information.
- H. Terms described in the Additional Terms section below will, to the extent in conflict, override terms in the Order Terms and/or the Software as a Service Terms and Conditions and/or the Professional Services Terms and Conditions.

ADDITIONAL TERMS



Appendix B – Statement of Work

SUMMARY

Scribbles Software, LLC (“We” or “Scribbles”) is pleased to propose this Statement of Work (“SOW”) to Poudre School District (“You” or “Customer”). This Statement of Work sets forth a description of the Subscription Services and the scope of Professional Services to be provided by Scribbles to Customer, identified in the Order Form (and subject to payment of fees as set forth in the Order Form), in connection with Customer's access and usage of Scribbles' Subscription Services or Transaction Services. We have provided an approach that is designed to achieve Customer's strategic goals and ensure a smooth organizational transition. Our approach offers innovation and agility while managing costs predictably.

SCOPE

SaaS:

Scribbles will provide the Customer the following applications if listed in the Subscription Services:

- ScribChain, is an application used to store, distribute and verify student records for active students and alumni on the Scribbles blockchain.
- ScribChoice, an application for students that desire to attend a school other than their zoned school and/or enroll in specialty programs both academic and the arts.
- ScribEnroll for K-12, an application to manage the student application & enrollment process online.
- ScribEnroll for Pre-K, an online application and placement deployed specifically for Pre-k students.
- ScribFolders, is an application to manage active student cumulative files electronically.
- ScribForms, an online forms and digital signatures application. ScribForms is sold in 5 packs of forms.
- ScribIntegrate, an integrations between Scribbles applications and non-Scribbles applications used by the Customer
- ScribOnline, a document management application for all scanned and managing electronic files. ScribOnline is a district wide license agreement with unlimited users, unlimited departments, and unlimited storage.
- ScribOrder, an application to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests. ScribOrder generates revenue for the Customer that may be used to fund Scribbles applications and conversion services.
- ScribOrder Essentials, an application to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests. ScribOrder generates revenue for the Customer that may be used to fund Scribbles applications and conversion services. Scribbles will provide an agreed upon number of transcript uploads on behalf of the customer on an annual basis.
- ScribTransfer, an application to manage school to school records requests and secure, FERPA-Compliant fulfillment for all records/cumulative folders for students that have transferred from your school to another school.

Scribbles provides applications inclusive of the following services:

- Standard Configuration
- Standard Testing
- Standard Training and mentoring
- Standard Technical support
- Software upgrade releases

Professional Services:

- See separate Statement of Work (“SOW”) if applicable

**FIFTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN SCRIBBLES SOFTWARE LLC.
AND POUFRE SCHOOL DISTRICT R-1**

This Fifth Amendment (“Fifth Amendment”) dated the 18th day of April 2022 (“Effective Date”), is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Scribbles Software LLC (the “Contractor”), executed February 27, 2018, the First Amendment to the contract executed April 16, 2018, the Second Amendment to the contract executed May 6, 2019 and the Third Amendment to the contract executed June 12, 2020, and the Fourth Amendment to the contract executed March 5, 2021, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fifth 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. Within section 1.1, delete the following language which has a strikethrough and add the language which is underlined:

This Agreement shall commence on the date first set forth above and continue through and including June 30, 2022, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to ~~three (3)~~ seven (7) additional one-year year terms upon a written mutually agreed upon amendment to the Contractor for each one-year term.

2.2. At the conclusion of the term dated June 30, 2022, 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, 2022 through June 30, 2023.

3. **Amended Responsibilities.**

3.1. Amend Exhibit C with the Contractor’s Sales Order/Quote #202145, attached to this Fifth Amendment as Exhibit C-1 and hereby made part of this Agreement.

3.2. Within section 2.2, delete the following language which has a strikethrough and add the language which is underlined:

~~The Contractor agrees to offer pricing for District schools as set forth in Contractor’s Statement of Work, herein part of this Agreement and attached Exhibit A.~~ The total cost for the Services on the attached Exhibit C-1 is Four Thousand, Nine Hundred and Fifty Dollars and No Cents (\$4,950.00), due and payable by the

District thirty (30) days after receipt of Contractor's invoice.

- 3.3. Add section 2.2.1, and include the following language which is underlined:

Should the District elect to renew this agreement, the cost for renewal of Services shall be at the rate listed in Exhibit C-1, provided there is no significant increase in usage of Services.

- 3.4. Within section 10.5, delete the language which has a strikethrough and replace with the following language which is underlined:

~~**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. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Risk Manager. 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 Risk Manager 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. 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 or change of coverage. The insurance requirements specified in this section 10.5, shall not reduce the indemnification liability that Contractor has assumed in section 10.6 below.~~

Commercial General Liability

- a. ~~Each Occurrence Bodily Injury & Property Damage~~ _____ \$1,000,000
- b. ~~Each Event Personal Injury~~ _____ \$1,000,000
- c. ~~Products/Completed Operations Aggregate~~ _____ \$1,000,000
- d. ~~General Aggregate~~ _____ \$2,000,000
- e. ~~Coverage must be written on an "occurrence" basis~~
- f. ~~Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.~~

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. ~~Per Loss~~ _____ \$3,000,000
- b. ~~Aggregate Limit~~ _____ \$3,000,000

- e. ~~If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.~~
- d. ~~If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.~~

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

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.5 shall not reduce the indemnification liability that Contractor has assumed in section 10.6.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage _____ \$2,000,000

- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the 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.

4. Special Provisions.

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

5. General Provisions.

- 5.1. **Entire Agreement.** The Agreement and this Fifth Amendment constitute the entire

agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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

SCRIBBLES SOFTWARE LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Ron Christian
Managing Partner

By: *R. David Montoya*

R. David Montoya
Executive Director of Finance

By: *Kimberly Holbrook*

Kim Holbrook
Records Manager

Exhibit C-1



Sales Order/Quote

Date	S.O. No.
3/21/2022	202145

10617 Southern Loop Blvd, Pineville, NC 28134
 Phone (704) 525-4392 Fax (704) 525-4393

Customer
Poudre School District Kim Holbrook 2407 La Porte Avenue Fort Collins, CO 80521

P.O. No.	Project

Item	Description	Ordered	Rate	Amount
ScribTransfer	ScribTransfer Fee	12	412.50	4,950.00
	7/1/2022 - 6/30/2023			
ScribOrder Sub...	ScribOrder - Charged per transaction		0.00	0.00
			Total	\$4,950.00

**FOURTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN SCRIBBLES SOFTWARE LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Fourth Amendment”) dated the 5th day of March 2021 (“Effective Date”), is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Scribbles Software LLC (the “Contractor”), executed February 27, 2018, the First Amendment to the contract executed April 16, 2018, the Second Amendment to the contract executed May 6, 2019 and the Third Amendment to the contract executed June 12, 2020, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached My Payment Network Services Agreement, the First Amendment, the Second Amendment or the Third Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

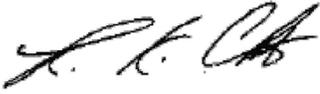
1. **Purpose of Amendment.** This amendment shall constitute the Fourth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated June 30, 2021, 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, 2021 through June 30, 2022.
3. **Special Provisions.**
 - 3.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
4. **General Provisions.**
 - 4.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
 - 4.2. **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.

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

SCRIBBLES SOFTWARE LLC

POUDRE SCHOOL DISTRICT R-1

By:  _____

Ron Christian
Managing Partner

By:  _____

R. David Montoya
Executive Director of Finance

By:  _____
By: [Kim Holbrook \(Mar 8, 2021 09:48 MST\)](#)

Kim Holbrook
Records Manager

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN SCRIBBLES SOFTWARE LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 12th day of June 2020 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Scribbles Software LLC (the “Contractor”), executed February 27, 2018, the First Amendment to the contract executed April 16, 2018 and the Second Amendment to the contract executed May 6, 2019, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Third Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.** At the conclusion of the term dated June 30, 2020, 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, 2020 through June 30, 2021.

3. **General Provisions.**
 - 3.1. **Entire Agreement.** The Agreement and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

 - 3.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

SCRIBBLES SOFTWARE LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Ron Christian
Managing Partner

By: *R. David Montoya*

R. David Montoya
Executive Director of Finance

By: 

Kim Holbrook (Jun 12, 2020 14:20 MDT)
Kim Holbrook
Records Manager

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN SCRIBBLES SOFTWARE LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) dated the 6th day of May 2019, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Scribbles Software LLC (the “Contractor”) executed February 27, 2018 and the First Amendment to the Agreement executed April 16, 2018 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

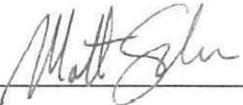
1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. As outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2019 through June 30, 2020.
3. **Special Provisions.**
 - 3.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
4. **General Provisions.**
 - 4.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
 - 4.2. **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.

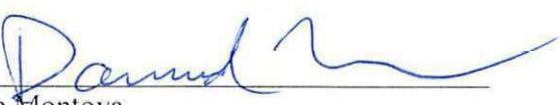
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

SCRIBBLES SOFTWARE LLC

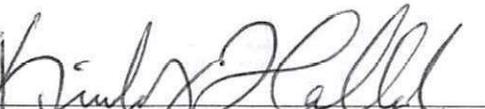
POUDRE SCHOOL DISTRICT R-1

By:  _____

Matt Solomon
Client Sales Officer

By:  _____

Dave Montoya
Executive Director of Finance

By:  _____

Kimberly Holbrook
Records Manager

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
SCRIBBLES SOFTWARE LLC
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 16th day of April 2018, is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Scribbles Software LLC (the “Contractor”) executed February 27, 2018, which is 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 Software Services Agreement (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement.

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Amended Responsibilities.**

2.1. Add section 2.1.1, include the following language that is underlined:

The Contractor shall make its ScribTransfer service available beginning July 1, 2018, in accordance scope of work set forth in the attached Exhibit C, incorporated herein by reference.

2.2. Add section 2.2.2, include the following language that is underlined:

The total cost for ScribTransfer as set forth on the attached Exhibit C is Two Thousand, Five Hundred Dollars and Zero Cents (\$2,500.00), due and payable by the District thirty (30) days upon receipt of invoice after July 1, 2018.

3. **Special Provisions.**

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

4. **General Provisions.**

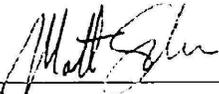
4.1. **Entire Agreement.** The original Agreement and Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

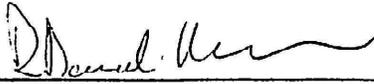
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

SCRIBBLES SOFTWARE LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Matt Solomon
Client Sales Officer

By: 

Dave Montoya
Executive Director of Finance

By: 

Kimberly Holbrook
Records Manager

Exhibit C



Scribbles K-12 Transfer is a FERPA compliant solution for School Districts to securely transfer Cumulative Records electronically from district to district.

As students move from one district to another, the need arises for cumulative records to be transferred to their new school in a safe, secure and quick fashion while maintaining a detailed audit trail of transmission.

Most K-12 Districts do not have a way to electronically transfer cumulative records in a protected, trackable way until now. Introducing Scribbles K-12 Transfer, a web-based solution which allows districts to securely send & receive Cumulative Records electronically from district to district. It is FERPA compliant, provides an audit trail of when and where records were sent, and provides a secure means of sending files electronically saving on copy and shipping expenses.

Traditionally records departments within the district and at the schools are extremely busy, turnaround times may be sluggish, and security measures are far from ideal.

Fortunately, there is Scribbles K-12 Transfer, the world's only K-12 Student Transcript Request Application. ScribTransfer can instantly streamline and accelerate traditional education practices by moving the records request processes online. It's fast, secure, paperless and best of all...self-funded through the district's ScribOrder solution!

3 Easy Steps: 1. Create an account 2. Request the student's cumulative record 3. Wait for the notification letting you know the cumulative record is ready to download.

ScribTransfer™ Benefits

- Uniform District-wide Record Request Process
- System Tracking and Reporting
- Up to 9X Faster Record Requests Turnaround
- Up to 95% Reduction in Postage & Paper Costs
- Mitigate Risk & Exposure to the District
- Manages & Controls Records Distribution

K12 Transfer Made Simple!



ScribTransfer Quote for Poudre School District:

- \$2,500 Year 1, billed after July 1st, 2018
- Initial term commences upon ScribOrder going live and ends June 30th, 2019 with options to renew annually thereafter
- Training, consulting services, and software included



Quote Valid until April 30th, 2018



SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is entered into this 27th day of February 2018, by and between Poudre School District R-1 ("District") and Scribbles Software LLC ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on the date first set forth above and continue through and including June 30, 2019, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to three (3) additional one-year year terms upon a written mutually agreed upon amendment to the Contractor for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service provider shall be paid up to the date of termination for Services performed under and in accordance with this Agreement.

1.4. The District, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement, and not merely seeking a term extension, at or near the end of any initial term or renewal term. The provisions of their Agreement in effect when such notice is given, including, but not limited to prices, rates and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Agreement is approved and signed by authorized representatives of the parties.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its online student records request and payment system for use in the District's Records Department, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2. The Contractor agrees to offer pricing for District schools as set forth in Contractor's Statement of Work, herein part of this Agreement and attached Exhibit A.

2.3. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.4. 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 2.4 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.5. 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.

The District understands and agrees that its students' access to and use of the Contractor's web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. Definitions.

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall

ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 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 Contract, 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 Contract; and (d) at the conclusion of the term of the Contract 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 Agreement disclose confidential student records and information to subcontractors as identified in Exhibit B ("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 their 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 to - 206 ("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 B: (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 or Subcontractors fail to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

9. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Scribbles Software LLC
Attn: Johnny Kouri
10617 Southern Loop Boulevard
Pineville, NC 28134
Email: johnny.kouri@scribsoft.com

10. **General Provisions.**

10.1. **No Assignment.** The District and Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party. Consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

10.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

10.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

10.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.5. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Risk Manager. 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 Risk Manager 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. 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 or change of coverage. The insurance requirements specified in this section 10.5, shall not reduce the indemnification liability that Contractor has assumed in section 10.6 below.

Commercial General Liability

a.	Each Occurrence Bodily Injury & Property Damage	\$1,000,000
b.	Each Event Personal Injury	\$1,000,000
c.	Products/Completed Operations Aggregate	\$1,000,000
d.	General Aggregate	\$2,000,000

- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$3,000,000
- b. Aggregate Limit \$3,000,000
- c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.
- d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

10.6. Indemnification. The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, reasonable representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.6 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.7. No Third-Party Beneficiary. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

10.8. Attorney Fees and Costs. In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

10.9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

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

10.11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

10.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

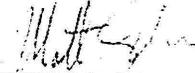
10.13. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SCRIBBLES SOFTWARE LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Matt Solomon
Client Sales Officer

By: 

Dave Montoya
Executive Director of Finance

By: 

Kimberly Holbrook
Records Manager

Exhibit A

STATEMENT OF WORK

Scribbles will provide ScribOrder, an online student records request and payment solution, at NO cost to the Client. ScribOrder is delivered as a Software-as-a-Service.

Client will add the URL to ScribOrder to the website and modify the content on the records page to promote the new online application. Scribbles will provide sample web content to the Client.

Product Selection:

Scribbles will deliver to Client, ScribOrder, an online records requests for student records, There will be no convenience fee if the Client does not charge a fee for certain request types such as current students, government and hardship cases.

Additional Scribbles Product Options – Client to select the product(s) requested to be delivered via SaaS. All products below require the baseline free ScribOrder system:

Product Name	Price and Description	Description
ScribOrder	Free to the District \$4.00 per transaction to the applicant when the District charges for a record request.	ScribOrder baseline system includes e-trans, ScribCheck, payment processing, school routing, proactive communication, and monthly imbursement of funds back to the District.

Scribbles provides all software components and services at NO cost, inclusive of the following services:

- Consultation
- Configuration, Branding and Activating Online Forms
- Workflow Configuration and Customization
- Testing
- Best Practices Training
- Deliver Web Content
- Training/Mentoring
- Software Upgrades

Scribbles will deliver a monthly, itemized statement on the 25th of each month for the previous months collection of student record request fees. At the discretion of the Client, Scribbles will make monthly payments to the Client via ACH or check. Money collected via ScribOrder can be applied to additional products as described above.

Milestone Plan

Kick Off Meeting.

Scribbles will host an online meeting via Gotomeeting to review the Clients ScribOrder

site to review the feature and functionality. The timeline and deliverables will be finalized during this online session. Scribbles will provide a user guide with suggested best practices.

ScribOrder Configuration.

Scribbles will set up the baseline configuration of the Clients ScribOrder site. The Client should provide Scribbles a list of users (names and email addresses).

Online Training.

Scribbles will come onsite and host a series of online training sessions via Gotomeeting to begin the training process.

Client Testing.

Client will run test orders through their ScribOrder site. Client will send modifications to Scribbles to make on their ScribOrder site.

Go Live – Apply Link to the District Website.

Client will apply the link to their ScribOrder site on the district website.

Burn-in / Mentoring.

In the days that follow 'go live', the Scribbles sets up a series of Gotomeetings to review ScribOrder with the Client, answers any user questions and provide best practice suggestions.

Exhibit B

Data Collected*	General Purpose of Data Collection
Name	Identify student record being requested
Address	Identify student record being requested
School Last Attended	Identify student record being requested
Year Last Attended	Identify student record being requested
Graduate Status	Identify student record being requested
Record Type	Identify type of student record being requested
Delivery Address	Identify where the record needs to be sent
Last 4 of the SSN	Verify requestor identity (FERPA compliance)
Date of Birth	Verify requestor identity (FERPA compliance)
Drivers License #	Verify requestor identity (FERPA compliance)
Phone Number	Communication of order status
Email Address	Communication of order status
Signature	Certifying true statements
Credit Card Info**	Online Payment
Time Stamps	Provide audit trail of request for PSD

*All data is self reported by the record requestor. We provide this data to Poudre School District to aid in the processing of your record requests. Poudre School District maintains ownership of this data at all times.

**Scribbles will not have access to cc information. It is not stored in our application

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web Hosting
Authorize.Net	Authorize.Net	Payment