

**SIXTH AMENDMENT TO CENTRALIZED PRODUCTS AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Sixth Amendment (“Sixth Amendment”) dated the 30th day of June, 2025 (“Effective Date”), is attached to and forms part of the Centralized Products Agreement between Poudre School District R-1 (the “District”) and Frontline Technologies Group LLC (the “Contractor”), executed January 9, 2019, the First Amendment to the contract executed May 30, 2019, the Second Amendment to the contract executed May 26, 2020, the Third Amendment to the contract executed October 19, 2020, the Fourth Amendment to the contract executed June 21, 2023, and the Fifth Amendment to the contract executed June 12, 2025, 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 Sixth Amendment may contradict with any of the terms or conditions of the attached Centralized Products Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, or the Fifth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Sixth 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, 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. The total cost for Services shall be One Hundred Eighty-Two Thousand Six Hundred and Seven Dollars and Eight Cents (\$182,607.08) as set forth on the attached Exhibit C-4 and hereby made part of this Agreement.
 - 3.2. Exhibit A is hereby deleted in its entirety.
 - 3.3. Replace Exhibit A with the District’s Student Data Information Request for Software Services, hereby attached to this Sixth Amendment and made part of this Agreement.
 - 3.4. Add Section 2.4 with the following language:
 - 3.4.1. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado’s Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The

Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

3.4.1.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>

3.4.1.2. The Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District's Board members, employees, representatives and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.

3.5. Section 10.6, Insurance, is deleted hereby in its entirety.

3.6. Add Exhibit D with the District's Insurance Requirements, hereby attached to this Sixth Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

5.1. **Entire Agreement.** The Agreement and this Sixth 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.

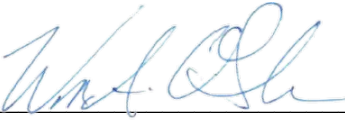
5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.


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


FRONTLINE TECHNOLOGIES GROUP

LLC

By: 
Name: William A. O'Shea
Title: Chief Financial Officer
9/10/2025

By: 
R David Montoya (Sep 12, 2025 15:35:11 MDT)
R. David Montoya
Chief Finance Officer

By: 
Bud Hunt (Sep 11, 2025 12:07:52 MDT)
~~Amanda Kreiger~~ Bud Hunt
~~Director of Curriculum & Instruction~~
Chief Technology Officer

By: 
Jodie Rommel (Sep 12, 2025 14:26:00 MDT)
Jodie Rommel
Director of Integrated Services

POUDRE SCHOOL DISTRICT R-1

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
 - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
 - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

All student data required to meet mandatory Federal and State compliance requirements related to IEP Management, Threat Assessment Management Section 504 – e.g., all data required for a Section 504 Accommodation plan, READ plans – e.g., all data to track progress monitoring, English as a second Language Plans, and Gifted and Talented Plans, and School Readiness Plans.

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.*

Student	Teacher	Admin	XXXXXX DATA USAGE
Student Demographic Information, including Student State ID			Account creation
Student Contact Information			Account creation
Student Enrollment Information			Account creation
Student Special Education Record Documentation (IEP's, Referral, Evaluation data, Eligibility Data and Progress Monitoring Data)			Account creation

All student data required to meet mandatory Federal and State compliance requirements related to IEP Management, Threat Assessment Management Section 504 – e.g., all data required for a Section 504 Accommodation plan, READ plans – e.g., all data to track progress monitoring, English as a second Language Plans, and Gifted and Talented Plans, and School Readiness Plans.

Application usage

3. What is the purpose of collecting student data?

Account creation and application usage

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.*

Poudre School District is self-hosted, they are hosted in the district itself. Poudre School District does not do any data exports that go to external vendors. The district only imports data from the Infinite Campus application.

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

N/A

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
Michael Walsh, Deputy General Counsel
mw Walsh@frontlineed.com
- Name and title of person who will sign the contract
Brent A. McCracken, VP, Controller
- Does the system allow integration for rostering?

☒ Yes ☐ No

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

There is code to run an integration currently with Infinite Campus to import SIS data and setup the StudentClassRoster using those files.

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

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

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

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

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

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

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

Exhibit C-4

Frontline Education Renewal Notice

Attn: Poudre School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request directly from the Learning Center. Additionally, we have enhanced our Learning Center with Frontline Support Communities for many of our solutions, empowering you to collaborate with your peers, our experts and to share best practices with K-12 partners across your region and the country.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2025. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Educational Program Module - Enrich, unlimited usage for internal employees	7/01/2025	6/30/2026	1	\$182,607.08	\$182,607.08

Total

\$182,607.08

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Samantha Kaplan at or by emailing us at renewals@frontlineed.com.

A handwritten signature in cursive script that reads 'Robert Hawkins'.

Robert Hawkins

Vice President, Client Success

Exhibit D

INSURANCE REQUIREMENTS

Insurance. Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000

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

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

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

**FIFTH AMENDMENT TO CENTRALIZED PRODUCTS AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Fifth Amendment (“Fifth Amendment”) dated the 12th day of June, 2024 (“Effective Date”), is attached to and forms part of the Centralized Products Agreement between Poudre School District R-1 (the “District”) and Frontline Technologies Group LLC (the “Contractor”), executed January 9, 2019, the First Amendment to the contract executed May 30, 2019, the Second Amendment to the contract executed May 26, 2020, the Third Amendment to the contract executed October 19, 2020, and the Fourth Amendment to the contract executed June 21, 2023, each of which are attached and made part of this Fifth 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 Centralized Products 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 Fifth Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024, through June 30, 2025.
3. **Amended Responsibilities.**
 - 3.1. The total cost for Services shall be Two Hundred Twelve Thousand Eight Hundred Forty-Six Dollars and Ninety-One Cents (\$212,846.91) as set forth on the attached Exhibit C-3 and hereby made part of this Agreement.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The Agreement and this 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.

FRONTLINE TECHNOLOGIES GROUP
LLC

POUDRE SCHOOL DISTRICT R-1

By: 

By: 
R David Montoya (Aug 5, 2024 15:07 MDT)

Name: William A. O'Shea
Title: Chief Financial Officer 6/21/2024

R. David Montoya
Executive Director of Finance

By: 
Bud Hunt (Aug 5, 2024 14:53 MDT)

~~Kate Canine~~
~~Director of Teaching and Learning~~
Bud Hunt
Chief Technology Officer

By: 
Liz Davis (Aug 5, 2024 14:00 MDT)

~~Dennis Rastatter~~
~~Executive Director of Integrated Services~~
Liz Davis
Senior Executive Director of Student Services

Exhibit C-3



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Customer:	Order Form Details:
Poudre School District 2407 La Porte Ave Fort Collins, Colorado, 80521-2211 United States Contact: Tracy Stibitz Title: Contract Administrator Phone: 970-490-3564 Email: tstibitz@psdschools.org	Account Manager: Rolando Ocanas Sale Type: Renewal Quote Currency: USD

Pricing Overview	Amount
Annual Recurring Fees	\$38,935.41

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Year 1 IEP- Enrich, unlimited usage for internal employees	7/01/2024	6/30/2025	\$38,935.41



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Invoicing Schedule	Due Date	Amount
Year 1 IEP- Enrich, unlimited usage for internal employees	7/31/2024	\$38,935.41



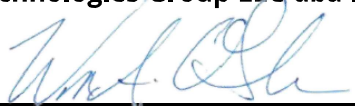
1400 Atwater Drive Malvern, PA 19355

06/20/2024

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Poudre School District
Signature: 	Signature: _____
Name: <u>William A. O'Shea</u>	Name: _____
Title: <u>Chief Financial Officer</u>	Title: _____
Address: <u>1400 Atwater Drive</u>	Address: <u>2407 La Porte Ave</u>
<u>Malvern, PA 19355</u>	<u>Fort Collins, Colorado 80521-2211</u>
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: <u>6/21/2024</u>	



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Customer:

Poudre School District
2407 La Porte Ave
Fort Collins, Colorado, 80521-2211
United States

Contact:

Title:

Phone:

Email:

Order Form Details:

Account Manager: Rolando Ocanas

Sale Type: Renewal

Quote Currency: USD

Pricing Overview

Amount

Annual Recurring Fees

\$173,911.50

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Year 1			
Educational Program Module - Enrich, unlimited usage for internal employees	7/01/2024	6/30/2025	\$173,911.50
SEI Threat Assessment Subscription, unlimited usage for internal employees	7/01/2024	6/30/2025	\$0.00



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

06/20/2024

Invoicing Schedule	Due Date	Amount
Year 1		\$173,911.50
Educational Program Module - Enrich, unlimited usage for internal employees	7/31/2024	
SEI Threat Assessment Subscription, unlimited usage for internal employees	7/31/2024	




1400 Atwater Drive Malvern, PA 19355

06/20/2024

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Poudre School District
Signature: 	Signature: _____
Name: <u>William A. O'Shea</u>	Name: _____
Title: <u>Chief Financial Officer</u>	Title: _____
Address: <u>1400 Atwater Drive</u>	Address: <u>2407 La Porte Ave</u>
<u>Malvern, PA 19355</u>	<u>Fort Collins, Colorado 80521-2211</u>
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: <u>6/21/2024</u>	

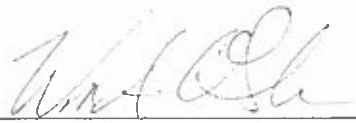
**FOURTH AMENDMENT TO CENTRALIZED PRODUCTS AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Fourth Amendment”) dated the 21st day of June 2023 (“Effective Date”), is attached to and forms part of the Centralized Products Agreement between Poudre School District R-1 (the “District”) and Frontline Technologies Group LLC (the “Contractor”), executed January 9, 2019, the First Amendment to the contract executed May 30, 2019, the Second Amendment to the contract executed May 26, 2020 and the Third Amendment to the contract executed October 19, 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 Centralized Products 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.
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3. **Amended Responsibilities.**
 - 3.1. The total cost for Services shall be Two Hundred and Four Thousand, and Eighty-Nine Dollars and Six Cents (\$204,089.06), as set forth on the attached Exhibit C-2 and hereby made part of this Agreement.
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 - 5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
 - 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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

FRONTLINE TECHNOLOGIES
GROUP LLC

By: 

Name: William A. O'Shea
Title: Chief Financial Officer

POUDRE SCHOOL DISTRICT R-1

By: 

R. David Montoya
Chief Finance Officer

By: 

John Passantino
Director of Curriculum

By: 

Dennis Rastatter
Executive Director of Integrated Services

Exhibit C-2

Frontline Education Renewal Notice

Attn: Poudre School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2023. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
IEP- Enrich, unlimited usage for internal employees	7/01/2023	6/30/2024	1	\$36,559.07	\$36,559.07
Total					\$36,559.07

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Lark Masten at (484) 328-4193 or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals

Frontline Education Renewal Notice

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- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Educational Program Module - Enrich, unlimited usage for internal employees	7/01/2023	6/30/2024	1	\$163,297.18	\$163,297.18
SEI Threat Assessment Subscription, unlimited usage for internal employees	7/01/2023	6/30/2024	1	\$4,232.81	\$4,232.81
Total					\$167,529.99

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Samantha Kaplan at or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals

**THIRD AMENDMENT TO
SOFTWARE SERVICES AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 19th day of October 2020 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Frontline Technologies Group LLC (the “Contractor”), executed January 9, 2019, the First Amendment to the contract executed May 30, 2019 and the Second Amendment to the contract executed May 26, 2020, 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 Third 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, 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, 2023, subject to section 1 of the Agreement.
3. **Amended Responsibilities.**
 - 3.1. Beginning July 1, 2021, the District agrees to purchase the Contractor’s Education Plan Module for a two (2) year period in accordance with the scope of work set forth in the attached Exhibit A-1, hereby attached and made part of this Agreement.
 - 3.2. The total cost for Services shall be One Hundred and Fifty-Seven Thousand, One Hundred and Seventy Dollars and Eighty-One Cents (\$157,170.81) for July 1, 2021 through June 30, 2022, and One Hundred and Sixty-Five Thousand, and Twenty-Nine Dollars and Thirty-Five Cents (\$165,029.35) for July 1, 2022 through June 30, 2023, as set forth on the attached Exhibit C-1 and hereby made part of this Agreement.
 - 3.2.1. The Contractor shall invoice the District no sooner than June 1 of each Service year. Payments by the District shall be within thirty days of receipt of Contractor’s invoice.
4. **General Provisions.**
 - 4.1. **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.

- 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 Third Amendment as of the Effective Date.

FRONTLINE TECHNOLOGIES LLC

POUDRE SCHOOL DISTRICT R-1

By: 
Greg Doran
Chief Financial Officer

By: 
R. David Montoya
Executive Director of Finance

By: 
Robert Beauchamp
Director of Curriculum, Instruction
and Assessment


By: 
Sarah Belleau
Director of Integrated Services

Exhibit A-1

Poudre Request for additional information for Renewal:

From Poudre Procurement:

Items to be answered are as follows:

- Provide a full price quote broken out for the full length of the requested time of use. **\$159,170.81**
- Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as “most used” or “used by x amount of schools”.
 - *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- “What are we buying?”*

Poudre School District R-1 Education Plan Module (EPM) Annual Subscription from 7/1/2021-6/30/2023.

***Enrich IEP Management Platform
EPM annual subscription includes the following plans:
Threat Assessment Management
Section 504 Plan,
READ - Colorado Reading To Ensure Academic
Development Act Plan,
ELD - English Language Development Plan,
MTSS-Multi-Tiered Systems of Support Plan, and
Gifted and Talented Plan***

Frontline’s Modules are a web-based software program that provides student performance information to K-12 teachers and school/district administrators. School and district staff collaborate online to develop high-quality plans with real time document sharing and role-based permissions for access to student records. The EPM simplifies student progress monitoring, easily generates reports and more efficiently manages district defined processes.

- What Student Data is collected through the use of the system?
 - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*

All student data required to meet mandatory Federal and State compliance requirements related to IEP Management, Threat Assessment Management Section 504 - e.g., all data required for a Section 504 Accommodation plan, READ Plans – e.g., all data to track progress monitoring, English as a Second Language Plans, and Gifted and Talented Plans, and School Readiness Plans.

This includes information created or collected by the company.

Data Collected	General Purpose of Data Collection
Personal Information	Used for demographic collection
First Name	Used for demographic collection

Middle Name	Used for demographic collection
Last Name	Used for demographic collection
Generation (Sr., Jr.)	Used for demographic collection
Residential Address (Street, City, State, Zip code)	Used for demographic collection
Mailing Address (Street, City, State, Zip code)	Used for demographic collection
Phone Number	Used for demographic collection
Mobile Number	Used for demographic collection
Email Address	Used for demographic collection
Local ID Number	Used for demographic collection
State ID Number	Used for demographic collection
Date of Birth	Used for demographic collection
Age	Used for demographic collection
Gender	Used for demographic collection
Race	Used for demographic collection
Home Language	Used for demographic collection
Primary Language	Used for demographic collection
Country of Origin/Birth Country	Used for demographic collection
District Determined Language	Required to support product functionality
District of Parents residence	Required to support product functionality
Educational Orphan status	Required to support product functionality
Parent Spoken language (can specify up to 4)	Required to support product functionality
Parent Reported language spoken in home	Required to support product functionality
Parentally placed in private school (y/n)	Required to support product functionality
Attendance status (select from list of codes)	Required to support product functionality
Special education funding status	Required to support product functionality
Special education program code	Required to support product functionality
State of parent's residence	Required to support product functionality
Medicaid Number	Required to support product functionality
Free/Reduced lunch status	Required to support product functionality

English proficiency status	Required to support product functionality
Instructional Setting	Required to support product functionality
Current district enrolled	Required to support product functionality
Current school enrolled (school name, start date, end date)	Required to support product functionality
Previous district enrolled	Required to support product functionality
Previous school enrolled (school name, start date, end date)	Required to support product functionality
Current grade (grade, start date, end date)	Required to support product functionality
Past grade history (grade, start date, end date)	Required to support product functionality
District of residence	Required to support product functionality
School of residence	Required to support product functionality
Current GPA	Required to support product functionality
Days Absent	Required to support product functionality
Discipline Referrals	Required to support product functionality
Parental consent history	Required to support product functionality
Billing eligibility history	Required to support product functionality
Guardian Information	
Guardian Prefix	Used for demographic collection
Guardian First Name	Used for demographic collection
Guardian Last Name	Used for demographic collection
Guardian Generation	Used for demographic collection
Agency	Used for demographic collection
Title	Used for demographic collection
Email Address	Used for demographic collection
Mailing Address (Street, City, State, Zip code)	Used for demographic collection
Relation to student	Used for demographic collection

Student Test Scores	
Test administration year	Optional
Grade	Optional
School	Optional
Date taken	Optional
Test scores	Optional
Student Transcript	
GPA	Optional
Credits	Optional
Current courses (class name, teacher, enrollment period, report card grade)	Optional
Past Class schedule (class name, teacher, enrollment period, report card grade)	Optional
Grade compared to class percentile	Optional
Student Programs Information	
Current program enrolled	Required for compliance and reporting
Past programs enrolled	Required for compliance and reporting
Program name	Required for compliance and reporting
Program Start date	Required for compliance and reporting
Program End date	Required for compliance and reporting
Program Exit date	Required for compliance and reporting
Program referrals (reason, start date, outcome)	Required for compliance and reporting
Program actions (name, reason, due date, outcomes)	Required for compliance and reporting
Student plans	
Plan name	Required for compliance and reporting
IEP type	Required for compliance and reporting
Plan description	Required for compliance and reporting
Outcomes	Required for compliance and reporting
Meeting date	Required for compliance and reporting
Initial evaluation date	Required for compliance and reporting
Next evaluation date	Required for compliance and reporting
Initial consent for services date	Required for compliance and reporting
Latest consent for services date	Required for compliance and reporting
Maximum planned duration	Required for compliance and reporting
Primary Disability	Required for compliance and reporting
Secondary Disability	Required for compliance and reporting

Student Goals	Required for compliance and reporting
Student Services	Required for compliance and reporting
Misc form data entry	Required for compliance and reporting
User Account and Login Information	
User account name	Application login credentials
User account password	Application login credentials (encrypted in database)
User First and Last Name	Required for application use
User address	Optional
User phone numbers	Optional
Staff ID	Optional
NPI Number	Used by service providers, optional
School(s) user is in	Optional, used for determining permission to student data
Audit Information	
Time of login and logoff by user	Audit information
Track user and time of modification made to student data including document information	Audit information
*Source IP address of machine of any audit information that is tracked	Audit information
The following information is only collected as part of the applications error logging.	
Application Error Tracking	
*Source IP address of where error occurred	Used for support of debugging errors
Source browser in which error occurred	Used for support of debugging errors

* Please note, with any information that is attempting to capture IP address, since you are hosting the application on premise, the accuracy will depend on the configuration of your servers and network.

- What is the purpose for collecting Student Data?

To assist the district in documenting student data required to meet mandatory Federal and State compliance requirements and state reporting requirements.

- What third-parties does the vendor partner with, who may receive Student Data in any format?
Amazon Web Services (AWS)

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

- What is the purpose of these third-party partners?

Frontline Education uses AWS as a data center provider. In the case of student data AWS is utilized as a backup/archive destination where data is stored in Frontline managed datastores within AWS.

- Please provide:

- W9
 - Name and email for contract notices

Frontline Education

Attn.: Legal Department

1400 Atwater Drive

Malvern, PA 19355

- Name and title of the person who will signing the contract.

Scott Crouch, VP, Financial Operations

Exhibit C-1

**Exhibit A Frontline Customer Order Form**

Q-39594

MSA-001f400000S9B5U

10/07/2020

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Poudre School District 2407 La Porte Ave Fort Collins, Colorado, 80521-2211 United States Contact: Tracy Stibitz, MBA Title: Contract Administrator Phone: 970-490-3564 Email: tstibitz@psdschools.org	Pricing Expiration: 10/31/2020 Quote Currency: USD Account Manager: Trey Medbery Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Frequency: Annual Sale Type: New Initial Term: 7/01/2021 – 6/30/2023

Pricing Overview	Amount
One-Time Fees	\$2,000.00
Annual Recurring Fees	\$157,170.81

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$2,000.00	\$2,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Education Program Management-Enrich Subscription	07/01/2021	06/30/2022	\$157,170.81
504 Program Management - Enrich Subscription			
ELL- Enrich Subscription			
RTI - Enrich Subscription			
READ - Enrich Subscription			
Gifted and Talented Program Management Subscription			
IEP-Enrich, unlimited usage for internal employees			
SEI Threat Assessment, unlimited usage for internal employees			
Education Program Management-Enrich Subscription	07/01/2022	06/30/2023	165,029.35
504 Program Management - Enrich Subscription			
ELL- Enrich Subscription			
RTI - Enrich Subscription			
READ - Enrich Subscription			
Gifted and Talented Program Management Subscription			
IEP-Enrich, unlimited usage for internal employees			
SEI Threat Assessment, unlimited usage for internal employees			



1400 Atwater Drive Malvern, PA 19355

Exhibit A Frontline Customer Order Form

Q-39594

MSA-001f400000S9B5U

10/07/2020



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

**Exhibit A Frontline Customer Order Form**

Q-39594

MSA-001f400000S9B5U

10/07/2020

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: One Time	Upon Signing	\$2,000.00 + applicable sales tax
Frontline Implementation		\$2,000.00
Invoice: Annual		\$157,170.81 + applicable sales tax
Education Program Management-Enrich Subscription		
504 Program Management - Enrich Subscription		
ELL- Enrich Subscription		
RTI - Enrich Subscription		
READ - Enrich Subscription		
Gifted and Talented Program Management Subscription		
IEP-Enrich, unlimited usage for internal employees		
SEI Threat Assessment, unlimited usage for internal employees		



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education

Signature: _____

Name: _____

Title: _____

Address: 1400 Atwater Drive
Malvern, PA 19355Email: billing@frontlineed.com**Poudre School District**

Signature: _____

Name: _____

Title: _____

Address: 2407 La Porte Ave
Fort Collins, Colorado 80521-2211

Email: _____

Attached: *Terms and Conditions*
Exhibit A



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

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to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for

1400 Atwater Drive Malvern, PA 19355

administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclosures

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-

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Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification.

Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY



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PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or



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interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



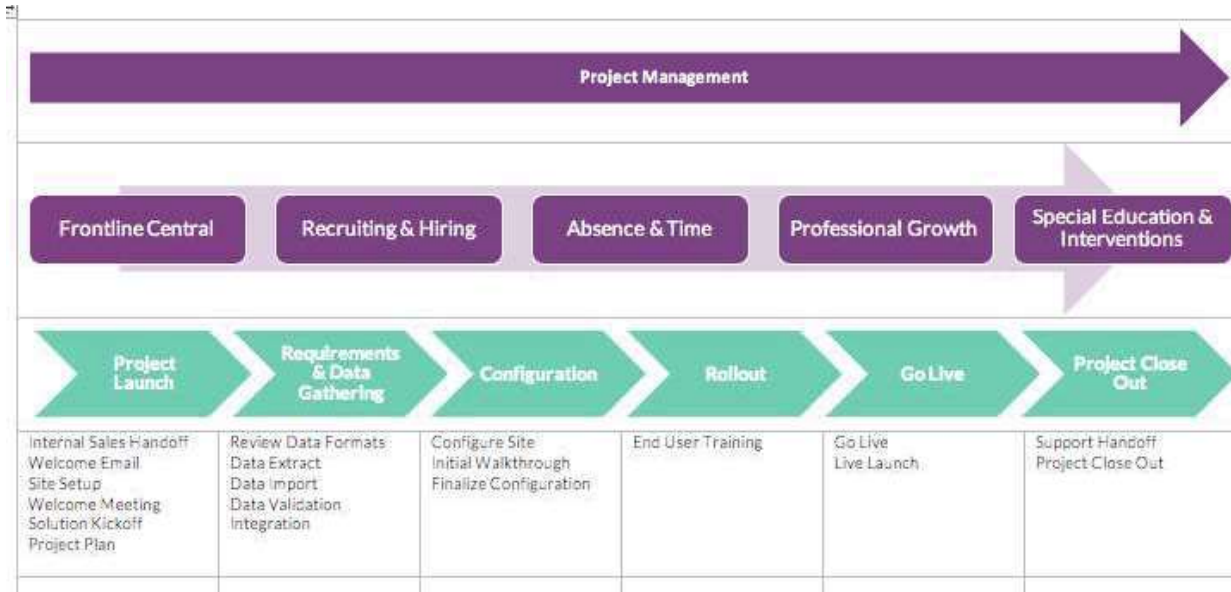
Special Education & Interventions

Standard Project Services

Enrich

Introduction

Frontline Education provides a comprehensive methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management & Training

- Project Kickoff Call
- Train-the-Trainer Model: instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Project Status Monitoring: periodic review of project progress to planned milestones throughout implementation
- Project Close Out

Configuration

- System configuration is accomplished within the bounds of existing functionality.
- The Configuration Analyst will work with the district to identify a system configuration that best meets the needs of the district.
- The Configuration Analyst will review the configuration with the district in a staging environment to identify any additional customization or changes needed.
- Once approved, the agreed upon configuration will be imported to production by Frontline.
- The district will validate the configuration in production matches what they are expecting and will provide sign-off.
- After sign-off, any changes to the configuration will be considered an additional service and may result in an additional cost.

Data Imports

During the project, Frontline will import the following data formatted in Frontline's standard templates, where applicable. Consultation will be provided to show how to access and validate this data on an ongoing basis after

the initial import. District should consult closely with their technical/data team on Special Education EFF file specifications and required data elements.

- **Student Information Data**
 - The district will create and provide Frontline Enrich Flat Files (EFF) per Frontline provided specifications.
 - Files will be submitted for validation via secure FTP transfer. Frontline will validate the files and provide error reports. District will correct errors and resubmit until successfully validated.
 - Frontline will import SIS data files into the development site for further validation and testing by the district.
 - User Management and Data Acquisition: The district will import users via .csv file import (Enrich embedded template) or users will be imported via LDAP connection.

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite Training
- End User Training
- Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Special Education and Intervention implementation project runs about 12 – 16 weeks.

*Every client is unique, timelines can vary depending on client size, resource availability, and complexity of project. Frontline Education will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent, Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System Administrator: e.g. Special Education Director, Supervisor, Secretary etc.
- The “main” contact(s): responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete users
 - Configure system preferences

IT Department

- Will work with Frontline Education Integration and Implementation teams to:

- Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white-list from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to and after data import.
- Client project team will attend training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing.

Acknowledgment:

Client/District: _____

Print Name: _____

Signed By: _____

Title: _____

Date: _____



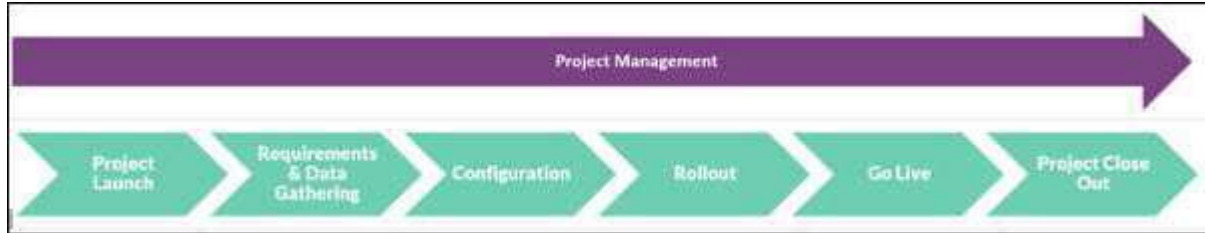
Special Education & Interventions

Standard Project Services

Enrich – Threat Assessment Module

Introduction

Frontline Education provides a comprehensive methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management & Training

- Project Kickoff Call
- Training will consist of System Administration and Train-the-Trainer Model: instructor-led virtual training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Project Status Monitoring: periodic review of project progress to planned milestones throughout implementation
- Project Close Out

Configuration

- System configuration is accomplished within the bounds of existing functionality.
- The Configuration Analyst will work with the district to identify a system configuration that best meets the needs of the district.
- The Configuration Analyst will review the configuration with the district in a staging environment to identify any additional customization or changes needed.
- Once approved, the agreed upon configuration will be imported to production by Frontline.
- The district will validate the configuration in production matches what they are expecting and will provide sign-off.
- After sign-off, any changes to the configuration will be considered an additional service and may result in an additional cost.

Data Imports

During the project, Frontline will import the following data formatted in Frontline's standard templates, where applicable. Consultation will be provided to show how to access and validate this data on an ongoing basis after the initial import. District should consult closely with their technical/data team.

- **Student Information Data**
 - The district will create and provide Frontline Enrich Flat Files (EFF) per Frontline provided specifications.
 - Files will be submitted for validation via secure FTP transfer. Frontline will validate the files and provide error reports. District will correct errors and resubmit until successfully validated.
 - Frontline will import SIS data files into the development site for further validation and testing by the district.
- **User Management and Data Acquisition**
 - The district will import users via .csv file import (Enrich embedded template) or users will be imported via LDAP connection.

Schedule

On average, a typical Special Education and Intervention implementation project runs about 2-3 weeks.

*Every client is unique, timelines can vary depending on client size, resource availability, and complexity of project. Frontline Education will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent, Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System Administrator: e.g. Special Education Director, Supervisor, Secretary etc.
- The “main” contact(s): responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete users
 - Configure system preferences

IT Department

- Will work with Frontline Education Integration and Implementation teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to and after data import.
- Client project team will attend training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.

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

This Second Amendment (“Second Amendment”) dated the 26th day of May 2020, between Poudre School District R-1 (the “District”) and Frontline Technologies Group LLC (the “Provider”) is attached to and forms part of the Software Services Agreement executed January 9, 2019 and the First Amendment to the Agreement executed May 30, 2019 (“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:

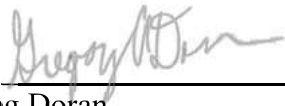
1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Provider. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Provider.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated June 30, 2020, as outlined in section 1.1 of the Agreement, the District and Provider elect to extend the term of the Agreement beginning on July 1, 2020 through June 30, 2021.
3. **Amended Responsibilities.**
 - 3.1. Exhibit C is hereby deleted.
 - 3.2. Replace Exhibit C with Contractor’s Quote Q-29780, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Total cost for Services for the extended term shall not exceed One Hundred and Forty-Four Thousand, Six Hundred and Seventy Dollars and Eighty-One Cents (\$144,670.81), as set forth on the attached Exhibit C of this Second Amendment, hereby made part of this agreement and due payable within thirty (30) days of receipt of Contractor’s invoice.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Provider shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

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


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

FRONTLINE TECHNOLOGIES
GROUP LLC


POUDRE SCHOOL DISTRICT R-1

By: 

Greg Doran
Chief Financial Officer

By: 

R. David Montoya
Executive Director of Finance

By: 

Robert Beauchamp
Director of Curriculum, Instruction and
Assessment

Exhibit C

**Exhibit A Frontline Customer Order Form**

Q-29780

MSA-001f400000S9B5U

02/25/2020

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Poudre School District 2407 La Porte Ave Fort Collins, Colorado, 80521-2211 United States	Account Manager: Angela Denning Sale Type: Renewal Quote Currency: USD
Contact:	
Title:	
Phone:	
Email:	

Pricing Overview	Amount
Annual Recurring Fees	

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Educational Program Module - Enrich, unlimited usage for internal employees	7/01/2020	6/30/2021	\$144,670.81



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment.

Special Instructions

EPM annual subscription includes the following plans:

Section 504 Plan,

READ - Colorado Reading To Ensure Academic Development Act Plan,

ELD - English Language Development Plan,

MTSS-Multi-Tiered Systems of Support Plan, and

Gifted and Talented Plan

Frontline Education Plan Module (EPM) is a web-based software program that provides student performance information to K-12 teachers and school/district administrators. School and district staff collaborate online to develop high-quality plans with real time document sharing and role-based permissions for access to student records. The EPM simplifies student progress monitoring, easily generates reports and more efficiently manages district defined processes. The EPM integrates student assessment data with data from a district's Student Information System (SIS) to provide information to help identify and address student performance issues and simplify case management.



Exhibit A Frontline Customer Order Form

Q-29780

MSA-001f400000S9B5U

02/25/2020

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: Annual	7/31/2021	
Educational Program Module - Enrich, unlimited usage for internal employees		\$144,670.81



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Poudre School District
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 2407 La Porte Ave Fort Collins, Colorado 80521-2211
Email: billing@frontlineed.com	Email: _____

Attached: *Terms and Conditions*
 Exhibit A



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link



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to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for



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administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclosures

31. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

32. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-



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Party Materials shall be subject only to such third-party terms and any warranties therein.

33. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

41. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

42. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

43. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification.

Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY



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PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or



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interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("First Amendment") dated the 30th day of May 2019, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Frontline Technologies Group LLC (the "Contractor") executed January 9, 2019 ("Agreement"), herby attached and made part of this First Amendment. To the extent that any of the terms or conditions contained in this First 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 First Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this First 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, 2019, 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. **Amended Responsibilities.**
4. Total cost for Services for the extended term shall not exceed One Hundred and Thirty-Seven Thousand, Nine Hundred and Seventy-Eight Dollars and Eighty-Four Cents (\$137,978.84), as set forth on the attached Exhibit C of this First Amendment, hereby made part of this agreement and due payable within thirty (30) days of receipt of Contractor's invoice.
5. **Special Provisions.**
 - 5.1. **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.
6. **General Provisions.**
 - 6.1. **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.
 - 6.2. **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.

FRONTLINE TECHNOLOGIES
GROUP LLC

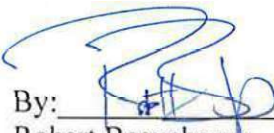
POUDRE SCHOOL DISTRICT R-1

By: 

Greg Doran
Chief Financial Officer

By: 

R. Skyler Thimens
Purchasing Manager

By: 

Robert Beauchamp
Director of Curriculum, Instruction and
Assessment

Exhibit C



Exhibit A-1 Frontline Customer Order Form

CDUS28660

MSA3365

5/8/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Poudre School District R-1
2407 La Porte Ave
Fort Collins CO 80521-2211

Contact:

Title:

Phone:

Email:

Order Form Details:

Pricing Expiration: 6/30/2019

Account Manager:

Startup Cost Billing Terms: One-Time, Invoiced after signing

Subscription Billing Terms: Annually

Sale Type: Renewal

Pricing Overview:

Startup Cost: One-Time cost Invoiced upon signing **\$0.00**

Annual Subscription: Recurring Cost **\$137,978.84**

(plus applicable sales tax)

Itemized Description	Rate	Quantity	Amount
Educational Program Module of Enrich Annual Subscription	\$137,978.84	1	\$137,978.84

Amount Invoiced upon Signing (Startup Cost) \$0.00

(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline. Notwithstanding anything to the contrary, Customer may only terminate an Order Form after the expiration of the Order Form Initial Term.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

PO Status:

PO#:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment.

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.


Frontline Technologies Group LLC dba Frontline Education

MSA3365

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Poudre School District R-1
Signature: 	Signature: _____
Name: Gregory A. Doran	Name: _____
Title: CFO	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: _____ _____ _____
Email: billing@frontlineed.com	Email: _____
Date: June 5, 2019	Date: _____

Attached: Terms and Conditions

Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to or 888.492.0337.

**SOFTWARE SERVICES AGREEMENT
BETWEEN FRONTLINE TECHNOLOGIES GROUP LLC
AND Poudre School District R-1**

This Software Services Agreement (the "Agreement") is effective as of the 9th day of January 2019, by and between Poudre School District R-1 (the "District") and Frontline Technologies Group 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 be effective as of July 1, 2018 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 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 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.

2. Deliverables and Purchase Price.

2.1. The Contractor shall provide its web-based software program for student progress monitoring, in accordance with the scope of work set forth in the attached Exhibit A and Contractor's Frontline Terms and Conditions, hereby attached as Exhibit B (hereinafter the "Services").

2.2. The total cost for Services as set forth on the attached Exhibit A is One Hundred and Thirty-One Thousand, Four Hundred and Eight Dollars and Forty-Two Cents (\$131,408.42).

2.3. 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 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their

parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and Services, and/or the development of new products and Services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

Frontline Technologies
Group LLC
Attn: Legal Department
1400 Atwater Drive
Malvern, PA 19355
E-mail: rviola@frontlineed.com

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, the Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

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

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

10.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement or any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

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

10.6. **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 Director of Records and Risk Management. 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 as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:

Poudre School District
Attn: Risk Manager
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: kbennett@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 or change of coverage. The insurance requirements specified in this section 10.6 shall not reduce the indemnification liability that Contractor has assumed in section 10.7 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 \$1,000,000
- 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.

10.7. **Indemnification.** Liability of the parties hereto is at all time strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. 24-10-101, *et seq.*, as now or hereafter amended. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.*, as applicable, as now in effect or hereafter amendment.

10.8. **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.

10.9. **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.

10.10. **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.

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

10.12. **Entire Agreement.** This Agreement and all attached Exhibits 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.

10.13. **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.

10.14. **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.

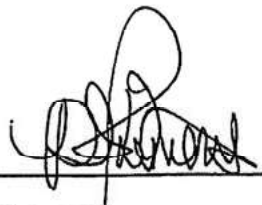
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

FRONTLINE TECHNOLOGIES
GROUP LLC

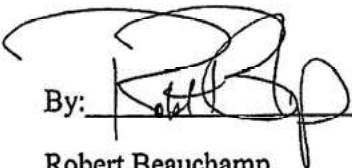
By: 

Greg Doran
CFO

POUDRE SCHOOL DISTRICT R-1

By: 

R. Skyler Timens
Purchasing Manager

By: 

Robert Beauchamp
Director of Curriculum, Instruction
and Assessment

By: 

Sarah Belleau
Director of Integrated Service

Exhibit A

Poudre Request for additional information for Renewal:

From Poudre Procurement:

Items to be answered are as follows:

- Provide a full price quote broken out for the full length of the requested time of use. **\$131,408.42**
- Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as "most used" or "used by x amount of schools".
 - *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- "What are we buying?"*

Poudre School District R-1 Education Plan Module (EPM) Annual Subscription from 10/1/2018 to 9/30/2019.

EPM annual subscription includes the following plans:

**Section 504 Plan,
READ - Colorado Reading To Ensure Academic Development Act Plan,
ELD - English Language Development Plan,
MTSS-Multi-Tiered Systems of Support Plan, and
Gifted and Talented Plan**

Frontline Education Plan Module (EPM) is a web-based software program that provides student performance information to K-12 teachers and school/district administrators. School and district staff collaborate online to develop high-quality plans with real time document sharing and role-based permissions for access to student records. The EPM simplifies student progress monitoring, easily generates reports and more efficiently manages district defined processes. The EPM integrates student assessment data with data from a district's Student Information System (SIS) to provide information to help identify and address student performance issues and simplify case management.

- What Student Data is collected through the use of the system?
 - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*

All student data required to meet mandatory Federal and State compliance requirements related to Section 504 - e.g., all data required for a Section 504 Accommodation plan, READ Plans - e.g., all data to track progress monitoring, English as a Second Language Plans, and Gifted and Talented Plans, and School Readiness Plans.

This includes information created or collected by the company.

Data Collected	General Purpose of Data Collection
Personal Information	Used for demographic collection
First Name	Used for demographic collection

Middle Name	Used for demographic collection
Last Name	Used for demographic collection
Generation (Sr., Jr.)	Used for demographic collection
Residential Address (Street, City, State, Zip code)	Used for demographic collection
Mailing Address (Street, City, State, Zip code)	Used for demographic collection
Phone Number	Used for demographic collection
Mobile Number	Used for demographic collection
Email Address	Used for demographic collection
Local ID Number	Used for demographic collection
State ID Number	Used for demographic collection
Date of Birth	Used for demographic collection
Age	Used for demographic collection
Gender	Used for demographic collection
Race	Used for demographic collection
Home Language	Used for demographic collection
Primary Language	Used for demographic collection
Country of Origin/Birth Country	Used for demographic collection
District Determined Language	Required to support product functionality
District of Parents residence	Required to support product functionality
Educational Orphan status	Required to support product functionality
Parent Spoken language (can specify up to 4)	Required to support product functionality
Parent Reported language spoken in home	Required to support product functionality
Parentally placed in private school (y/n)	Required to support product functionality
Attendance status (select from list of codes)	Required to support product functionality
Special education funding status	Required to support product functionality
Special education program code	Required to support product functionality
State of parent's residence	Required to support product functionality
Medicaid Number	Required to support product functionality
Free/Reduced lunch status	Required to support product functionality

English proficiency status	Required to support product functionality
Instructional Setting	Required to support product functionality
Current district enrolled	Required to support product functionality
Current school enrolled (school name, start date, end date)	Required to support product functionality
Previous district enrolled	Required to support product functionality
Previous school enrolled (school name, start date, end date)	Required to support product functionality
Current grade (grade, start date, end date)	Required to support product functionality
Past grade history (grade, start date, end date)	Required to support product functionality
District of residence	Required to support product functionality
School of residence	Required to support product functionality
Current GPA	Required to support product functionality
Days Absent	Required to support product functionality
Discipline Referrals	Required to support product functionality
Parental consent history	Required to support product functionality
Billing eligibility history	Required to support product functionality
Guardian Information	
Guardian Prefix	Used for demographic collection
Guardian First Name	Used for demographic collection
Guardian Last Name	Used for demographic collection
Guardian Generation	Used for demographic collection
Agency	Used for demographic collection
Title	Used for demographic collection
Email Address	Used for demographic collection
Mailing Address (Street, City, State, Zip code)	Used for demographic collection
Relation to student	Used for demographic collection

Student Test Scores	
Test administration year	Optional
Grade	Optional
School	Optional
Date taken	Optional
Test scores	Optional
Student Transcript	
GPA	Optional
Credits	Optional
Current courses (class name, teacher, enrollment period, report card grade)	Optional
Past Class schedule (class name, teacher, enrollment period, report card grade)	Optional
Grade compared to class percentile	Optional
Student Programs Information	
Current program enrolled	Required for compliance and reporting
Past programs enrolled	Required for compliance and reporting
Program name	Required for compliance and reporting
Program Start date	Required for compliance and reporting
Program End date	Required for compliance and reporting
Program Exit date	Required for compliance and reporting
Program referrals (reason, start date, outcome)	Required for compliance and reporting
Program actions (name, reason, due date, outcomes)	Required for compliance and reporting
Student plans	
Plan name	Required for compliance and reporting
IEP type	Required for compliance and reporting
Plan description	Required for compliance and reporting
Outcomes	Required for compliance and reporting
Meeting date	Required for compliance and reporting
Initial evaluation date	Required for compliance and reporting
Next evaluation date	Required for compliance and reporting
Initial consent for services date	Required for compliance and reporting
Latest consent for services date	Required for compliance and reporting
Maximum planned duration	Required for compliance and reporting
Primary Disability	Required for compliance and reporting
Secondary Disability	Required for compliance and reporting

Student Goals	Required for compliance and reporting
Student Services	Required for compliance and reporting
Misc form data entry	Required for compliance and reporting
User Account and Login Information	
User account name	Application login credentials
User account password	Application login credentials (encrypted in database)
User First and Last Name	Required for application use
User address	Optional
User phone numbers	Optional
Staff ID	Optional
NPI Number	Used by service providers, optional
School(s) user is in	Optional, used for determining permission to student data
Audit Information	
Time of login and logoff by user	Audit Information
Track user and time of modification made to student data including document information	Audit Information
*Source IP address of machine of any audit information that is tracked	Audit information
The following information is only collected as part of the applications error logging.	
Application Error Tracking	
*Source IP address of where error occurred	Used for support of debugging errors
Source browser in which error occurred	Used for support of debugging errors

* Please note, with any information that is attempting to capture IP address, since you are hosting the application on premise, the accuracy will depend on the configuration of your servers and network.

- What is the purpose for collecting Student Data?

To assist the district in documenting student data required to meet mandatory Federal and State compliance requirements and state reporting requirements.

- What third-parties does the vendor partner with, who may receive Student Data in any format?
Amazon Web Services (AWS)

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

- What is the purpose of these third-party partners?

Frontline Education uses AWS as a data center provider. In the case of student data AWS is utilized as a backup/archive destination where data is stored in Frontline managed datastores within AWS.

- Please provide:

- W9

- Name and email for contract notices

Frontline Education

Attn.: Legal Department

1400 Atwater Drive

Malvern, PA 19355

- Name and title of the person who will signing the contract.

Scott Crouch, VP, Financial Operations

Exhibit B



FRONTLINE TERMS AND CONDITIONS

(For purposes of these Terms and Conditions, Contractor is referred to as "Frontline" and District is referred to as "Customer".)

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) decompile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator. Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer



represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. **Integration.** Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclaimers.

3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not



subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

4.1 Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2 Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3 Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability. OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT,



WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. **District Ordering.** Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.