

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN DREAMBOX LEARNING AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective the 8<sup>th</sup> day of August 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Dreambox Learning (the “Contractor”) executed May 2, 2022 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
  
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated September 1, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023, through August 31, 2024.
  
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  
  - 3.2. Replace Exhibit B with Contractor’s Order DB052299645 and 2023-2024 Pricing Information, hereby attached to this First Amendment and made part of this Agreement.
  
  - 3.3. The total cost for the Services on the attached Exhibit B is Five Thousand Dollars and Zero Cents (\$5,000.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
  
  - 3.4. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.
  
  - 3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

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

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

DREAMBOX LEARNING, INC

POUDRE SCHOOL DISTRICT R-1

By: 

Paul Marvin  
Interim CFO

By:   
R David Montoya (Aug 14, 2023 10:12 MDT)

R. David Montoya  
Chief Finance Officer

By:   
Traci Gile (Aug 14, 2023 09:27 MDT)

Traci Gile, Ph.D.  
Assistant Superintendent of Elementary  
Schools

# Exhibit B

DreamBox Learning®

# Poudre School District

Nick Underwood | (480) 243-2991 | [nick.underwood@dreambox.com](mailto:nick.underwood@dreambox.com)



# 2023-2024 Pricing Information

12-Month Single Student Licenses		
PRODUCT TYPE	QUANTITY	PRICE (per license)
DreamBox Math	First 100-500	\$31.00
	Next 501– 5,000	\$26.00
	All Licenses 5,001+	\$22.00
DreamBox Reading Plus 3 <sup>rd</sup> – 12 <sup>th</sup> Grade	First 100-500	\$50
	Next 501– 5,000	\$47
	All Licenses 5,001+	\$44
DreamBox Reading Park K – 2 <sup>nd</sup> Grade <b>***Available Back-to-School 2023***</b>	First 100-500	\$21
	Next 501– 5,000	\$18
	All Licenses 5,001+	\$15
Live Webinar PD Sessions	Two (2) 60-Minute Sessions	\$1,150
Full Day Onsite PD Session	Up to 6 Hours	\$4,250

# DreamBox Learning overview

## Fast facts

- DreamBox Math and DreamBox Reading are both rated STRONG by Johns Hopkins University EvidenceforESSA.org
- DreamBox Intelligently Adaptive Technology™ responds to student behavior in real time, meets them right where they are, and quickly closes their learning gaps.
- In-platform actionable data and reporting empowers educators to make informed instructional decisions
- DreamBox Reading is the only reading program that measures motivation and silent reading fluency: the skill least taught, yet most tested.
- DreamBox programs encourage students to take ownership over their learning journey by offering opportunities to set and measure goals, self-select content across an extensive, diverse and representative library, and make sense of lessons in the most meaningful and personal way.
- Both platforms integrate assessment within instruction. DreamBox Math provides formative assessment as students work within the program.
- Lessons support all learners, including Tier II and Tier III, Spanish-speaking, and enrichment students.
- DreamBox captures critical information for every interaction, decision, approach, and answer. It then adjusts instruction in real-time to provide targeted scaffolding and differentiated support. From day one, students experience meaningful instruction, personalized to their needs.

# Proven Results

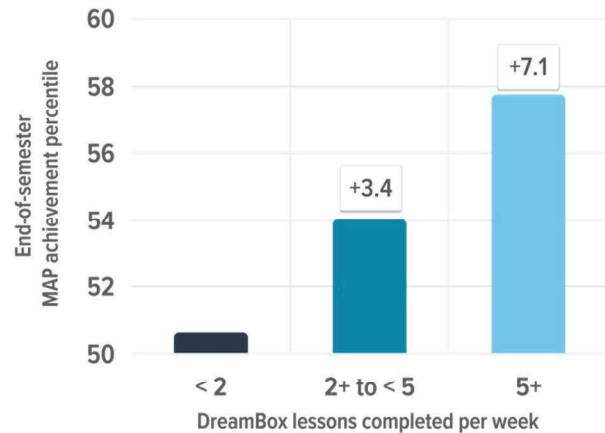
DreamBox has proven effective results. Our organization has a research portfolio that demonstrates statistically significant effects on improving student outcomes.

## Results: DreamBox Math

A study from the Center for Education Policy Research at Harvard University found that by using DreamBox Math just 14 hours over the course of the school year (about 20 minutes per week), the average student's math achievement improved by 4 percentile points.

During the pandemic, students who used DreamBox Math for one hour a week demonstrated over 5 percentile point gains in just 8 weeks. This growth was across all achievement levels, in all grades, and all instructional settings.

## MAP percentile increase for all students

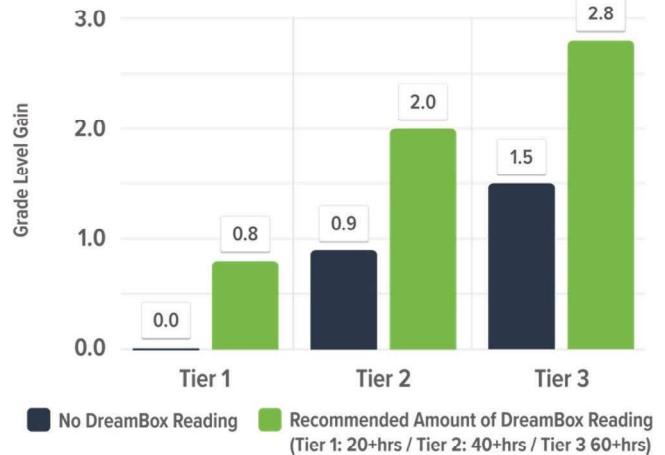


## Results: DreamBox Reading

DreamBox Reading has been proven to produce 2.5 years of growth for students well below grade-level in just 60 hours of personalized instruction.

A study of 235,779 students found that despite nationwide school closings during the 2019-2020 school year, students who used DreamBox Reading achieved statistically significant reading proficiency gains on par with prior-year results.

## Reading Proficiency Gains



DREAMBOX LEARNING

# Research based

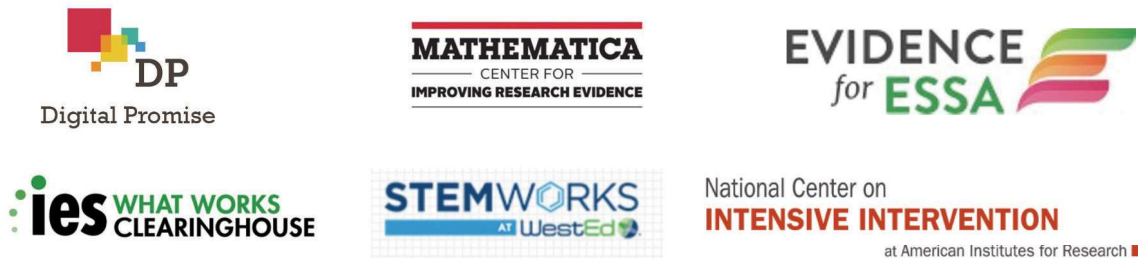
DreamBox programs have been evaluated by multiple well-respected educational organizations. The results of these evaluations demonstrate consistently that educators can use our programs with confidence.

DreamBox’s large research portfolio over the past 15 years demonstrates statistically significant effects on improving student outcomes. The program has been validated in a wide range of districts and schools, with all key subpopulation groups of students, and for RTI/MTSS Tiers I, II, and III.

## Independent research from:



## Research validation and recognition from:



"We have amazing teachers that want to do the best they can for kids, and they grabbed hold knowing DreamBox is a powerful tool that can support them in the classroom, whether in-person or remote. [DreamBox is] like having another teacher in the classroom."

—Katie Snider, Elementary Math Coordinator at Allen ISD, TX





## DREAMBOX MATH

# How it works

DreamBox provides in-the-moment insights for educators to make the best instructional decisions for every student. It also gives administrators insights to help evaluate instructional programming. Consider six reasons your district deserves DreamBox Math:

- 1. Evidence-based:** DreamBox Math, the only K – 8 digital math program rated STRONG by Evidence for ESSA, is powered by students, built by and for educators and proven to have a positive impact on student achievement.
- 2. Personalized instruction:** Continuous formative assessment captures students' decisions as they solve every math problem. The platform can relay progress and performance data in and between lessons without disrupting instruction. It adjusts instruction within and between lessons to match each learner's level of readiness. Its assessment creates learning that is focused on effort and action, not memorization.
- 3. Challenging and motivating:** Responsive learning environments adapt to struggling, on-level and advanced students. Learners receive instruction in an environment that is right for them. Students are challenged and nurtured according to their individual levels. They are encouraged to engage, reflect and engage again. When learners work consistently within a zone of proximal development, they feel motivated and engaged during every lesson.
- 4. Confidence-building:** Students take ownership of their math learning when they set and track goals, personalize avatars and work within incentivized gamified environments. Built-in student messaging lets teachers send personalized notes to encourage productive struggle. Students can respond or initiate conversations and feel connected with their teacher right within the platform.
- 5. Targeted instruction:** DreamBox provides extra support for teachers to focus more on what they do best, teaching. The solution equips educators to create assignments that differentiate lessons for the entire class, small groups or individual students. With Lesson Recommendations, educators see instantly, students' progress, including insights about what they should learn next.
- 6. Actionable data and progress monitoring:** Educators can use robust reports and information from the platform to know when and how to accelerate or remediate and how to differentiate. This data allows educators to make the most informed instructional decisions in real time.

## DREAMBOX MATH

# The DreamBox Math experience

### Predictive insights:

- No additional testing
- No lost instructional time
- Predictions on student attainment of grade level learning objectives by the end of the school year

### Instructional support:

- RTI (Tiers I, II and III)
- Title I & II
- Tutoring
- Remote learning
- Special education
- Before and after school programs
- Summer school
- Spanish learners
- Enrichment programs

### Implementation models:

- Whole class
- Small groups
- One-to-one
- Blended learning
- Remote learning

### Dual language:

Full Spanish version available trans-adapted orally and text for academic language acquisition

### Professional development:

- On-demand DreamBox University
- Live webinars
- Onsite sessions

### Standards alignment:

Assign by feature aligned with all state standards as well as most major assessment and core curriculum programs, including:

### Curriculum programs:

- Bridges
- Engage NY
- Eureka Math
- Math Expressions
- Origo Stepping Stones
- Contexts for Learning Mathematics
- Illustrative Math (K-5 and 6-8)
- Everyday Math (Ed. 3 & 4)
- enVisionmath 2.0
- Go Math!
- TERC Investigations 3

### Assessment measures

- RIT scores from the NWEA MAP Growth assessment

DREAMBOX MATH

# Automatic differentiation and personalization

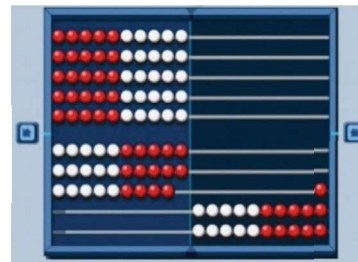
Research has indicated that students do not learn math in a simple, linear way. Learning grows like a web through a range of experiences. Most programs adapt ONLY based on a right or wrong answer. DreamBox Math goes beyond tracking whether a student’s answer is correct or incorrect and assesses each student within every lesson. The platform tracks numerous behaviors, such as:

## Common mistakes



- Doesn't group ones correctly
- Adds place values separately
- Groups ones but double counts
- Combines all digits

## Types of strategies



- Adds by 1s
- Adds by 5s
- Adds by 10s
- Subtracts 10s from 100

## Time spent to solve a problem



- Happens behind the scenes
- Students don't know they're being timed

## Number of hints required



- Relevant scaffolding in real time
- Helpful tips without giving away the answer

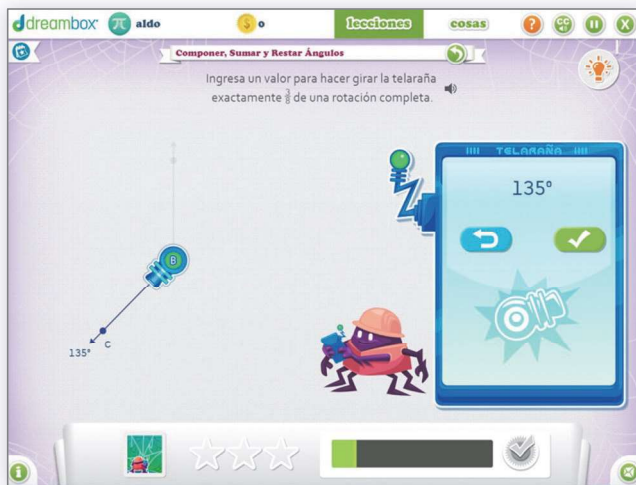
## DREAMBOX MATH

# Key features



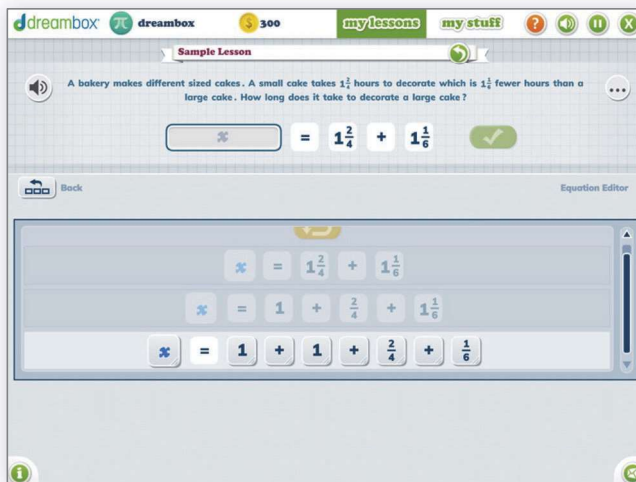
### Predictive Insights

DreamBox Predictive Insights shows educators predictive trends from the earliest days of the school year. After only 12 lessons, the report shows whether students are on or off track to meet grade-level expectations by the end of the year. If students aren't on track, educators get a personalized weekly target of lessons each student should complete to get back on track.



### Spanish version included

All of DreamBox math lessons are available in Spanish. DreamBox has been carefully evaluated by Spanish student focus groups and has undergone lengthy consultation with Spanish-speaking teachers to provide students with the best possible Spanish math experience orally and in text.



### Complete algebra readiness

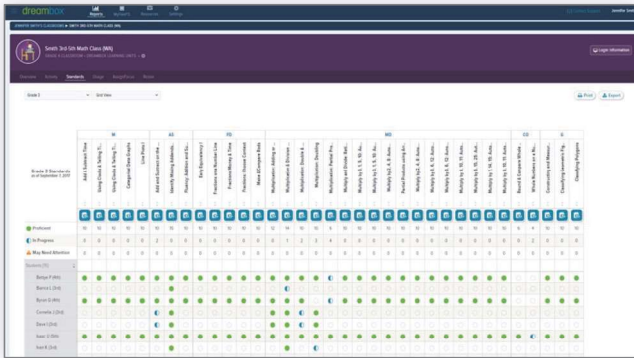
DreamBox provides middle school students with a deeply personalized learning experience that fosters the skills that are critical to algebra readiness. Our middle school lessons offer students lessons across parallels, transversals, angles and triangles, rules of exponents, equivalent expressions, word problems and more.

*Predictive Insights are available within DreamBox's Advanced Offering.*



## DREAMBOX MATH

# Key features



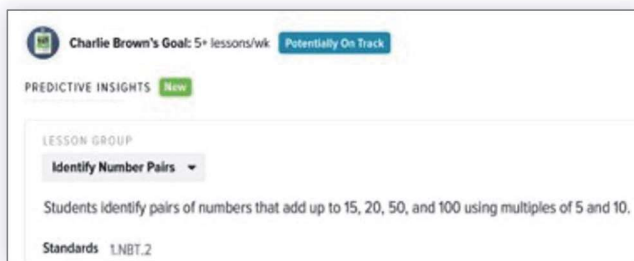
### Core programs aligned with assignments

Educators can track student progress aligned to their specific state standards and create assignments based on what they are studying.



### Lesson highlights

Productive struggle can go unseen, but with lesson highlights, educators can watch a slide playback of a student's engagement. Educators can see where students struggled and provide targeted support in person or online to close gaps in understanding.



### Lesson Recommendations

Lesson Recommendations enables educators to understand quickly where each student is now, where they need to go next, and which students can work together on a given topic.



### Alignment with state standards

The lessons in DreamBox Learning align with U.S. state standards reporting for existing lessons, as well as to Common Core and Canadian standards.

*Lesson Highlights and Lesson Recommendations are available within DreamBox's Advanced Offering.*

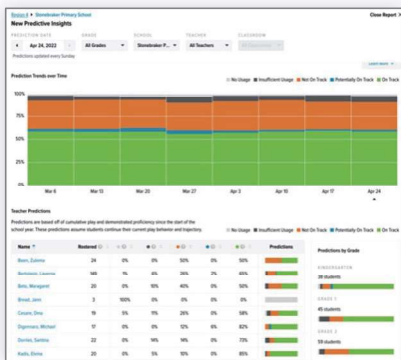
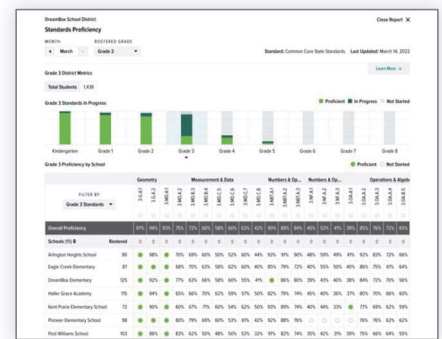
## DREAMBOX MATH

# Progress monitoring for all stakeholders

DreamBox strives to provide a powerful educator experience and to help schools and teachers bring together great teaching and meaningful, actionable data that impacts learning. This powerful combination enhances educators' effectiveness, deepens their understanding, and empowers teachers to leverage data. Our robust set of classroom, school level, district, and parent reports provide details about student usage, progress and growth. By using these reports, educators feel empowered to make appropriate instructional and intervention decisions and communicate student progress with stakeholders.

### Administrators & teachers: Standards Proficiency Report

The Standards Proficiency Reports helps administrators better understand and address student proficiency across the district while seeing the impact that DreamBox makes. Teachers can track the progress their students make on grade-level standards as they follow DreamBox personalized, adaptive pathways. Teachers can also use this report to target play with an assignment based on a standard they are or will be learning in class.

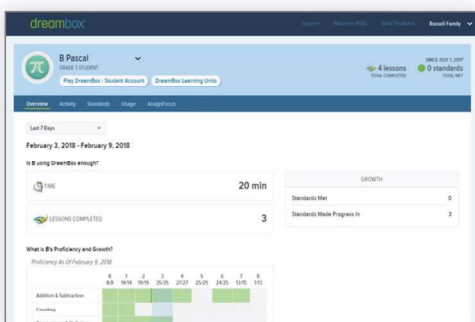
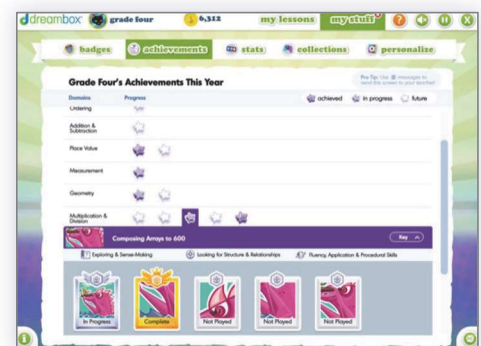


### Administrators & teachers: Predictive Insights

After students play only 12 lessons, DreamBox Predictive Insights shows administrators at the district, school, grade or class level, and teachers at the class level, a predictive metric about proficiency with grade-level learning objectives by the end of the year. Using Predictive Insights, administrators can monitor progress easily to make data-informed intervention decisions. Teachers also see a recommendation, personalized for any student who's not on track, for how many lessons per week can help get them back on track for proficiency by year-end.

### Students: Achievements & Stats

DreamBox draws students into their learning experience by allowing them to access their own personalized Stats and Achievement pages. Designed by students, these features enable students to set goals, celebrate progress, and see what's to come. With easy-to-understand data reports, students can track their learning and see their achievements, view lesson history and statistics, reflect on their learning, and discuss the skills they've learned and their personal goals with teachers.



### Family Reports

For families who use DreamBox at home, parents get dashboards with information that highlights important learning milestones. Learning guardians can see their student's needs and achievements rather than having to wait for a report card.

## DREAMBOX MATH

# Professional development

DreamBox Learning blended-learning packages offer a range of flexible, relevant, engaging synchronous and asynchronous professional development opportunities to improve student learning outcomes and build teacher capacity.

DreamBox University is a compilation of online guided resources designed to bring an effective blended-learning experience to educators.

## PD blended-learning packages

### Single site

- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Two (2) 60-minute personalized webinars

### Multisite (five sites maximum)

- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Four (4) 60-minute personalized webinars

### Multisite (10 sites maximum)

- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Six (6) 60-minute personalized webinars

**Understanding  
DreamBox & the  
adaptive engine**

**Interactive  
learning guides &  
resources**

**Collaborative  
guided learning  
opportunities**

**Targeted  
live webinars &  
support**

## Add a virtual onsite to enhance your professional learning experience

Full day (up to six hours) of personalized professional development for your school or district. The experience combines virtual facilitator-led content with independent and collaborative teacher work sessions. Highly recommended for math coaches and interventionists.

## DREAMBOX READING

# How it works

DreamBox Reading is an adaptive reading solution for all learners. The program includes adaptive assessment, personalized instruction and practice and accessible resources that enable teachers to meet the needs of every student. Consider six reasons your district deserves DreamBox Reading:

- 1. Adaptive assessment:** The DreamBox Reading adaptive assessment, InSight, provides a fast, effective way to determine students' reading proficiency to ensure they are on a personalized learning path toward reading proficiency.
- 2. Personalized learning:** DreamBox Reading customizes instruction by placing students at their just-right levels based on assessment data and continually adapting to progress.
- 3. Teacher-directed instruction:** Comprehensive online instruction and printable materials support direct instruction and differentiation. Integrated teaching tools include video tutorials, printable worksheets, graphic organizers and lesson plans.
- 4. Content library:** DreamBox Reading provides an extensive library of over 2000 engaging, informational and literary selections that support instructional objectives through student-centered learning.
- 5. High-interest, low readability content:** DreamBox Reading offers lower text complexity content that is topically appropriate for older students.
- 6. Professional learning:** When your school or district joins the DreamBox Reading community, you partner with our team of dedicated professionals committed to the best possible implementation.



## THE DREAMBOX READING EXPERIENCE

### InSight:

- Fast and effective way to determine students' levels
- Real-Time Activity Dashboards show up-to-date student activity and progress
- Student and classroom Projected Growth Reports reflect progress toward goals

### Instructional support:

- General education
- Intervention
- Tutoring
- Remote learning
- Special education
- Extended learning
- Summer school
- English learners
- Enrichment

### Implementation models:

- Comprehensive 1:1 online instruction
- Printable materials for direct instruction and differentiation
- Integrated teaching tools (videos, tutorials, worksheets, organizers, lesson plans)

### Standard success services:

- Implementation support
- 24/7 Access to eLearning resources
- Stakeholder training
- SIS integrations
- Ongoing communication and motivation contests
- Comprehensive reporting
- Ongoing technical support and customer service

### Standards alignment:

- ALL state standards
- Common Core State Standards

### The only reading program that measures motivation:

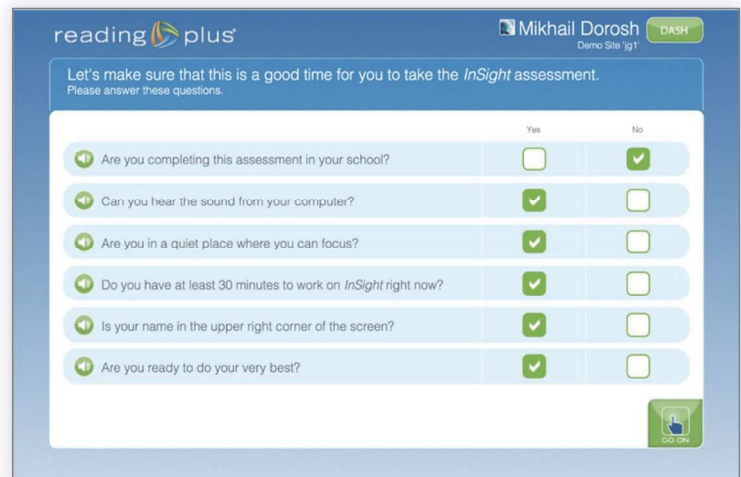
- Extensive library of engaging, informational and literary selections
- Topics reinforce classroom learning objectives
- Content provides mirrors and windows so students relate to shared experiences and discover the world around them



## DREAMBOX READING

# Insight assessment

The DreamBox Reading adaptive assessment, InSight, provides a fast, effective way to determine students' academic standing. It helps ensure they're on personalized learning paths toward reading proficiency. In just 40 minutes, educators have a clear, comprehensive picture of students' skills and abilities in silent reading fluency, comprehension, vocabulary and motivation.



	Yes	No
Are you completing this assessment in your school?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Can you hear the sound from your computer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you in a quiet place where you can focus?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you have at least 30 minutes to work on InSight right now?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is your name in the upper right corner of the screen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you ready to do your very best?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

InSight goes beyond typical measures of comprehension and vocabulary by measuring comprehension-based silent reading rate and motivation for reading.

**Silent reading fluency:** InSight measures a student's comprehension-based silent reading rate to inform the personalized instruction and practice activities that build and strengthen skills needed for fluent and efficient reading.

**Three assessments in one screener:** The screener report groups students by instructional needs. It determines which students need comprehension, vocabulary and/or silent reading rate development support with DreamBox Reading. Teachers can easily understand students' unique needs by reviewing their personalized diagnostic profiles.

**Placement:** DreamBox Reading Placement and Schedule Report shares the most appropriate program components for instruction, the initial placement level within each component and weekly assignment recommendations for each component.

**Benchmarking:** Educators can administer the InSight assessment up to two additional times to provide valuable benchmarking for mid- and end-of-year reading improvement. Educators can monitor each student's progress over time and determine how program usage affects growth.

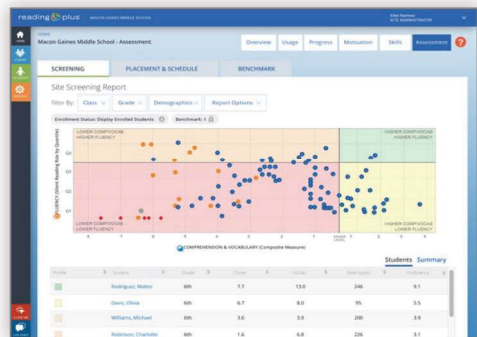
## DREAMBOX READING

# Real-time insights and reporting

As students work in DreamBox Reading, administrators and teachers can access user-friendly reports to monitor student use and progress. Key reports also provide rich data and resources for differentiated teacher-directed instruction based on DreamBox Reading data.

Reports present data at the district, site, class or student level. From any aggregated report, administrators and teachers can drill down to more detailed information or use filters to finely tune their data.

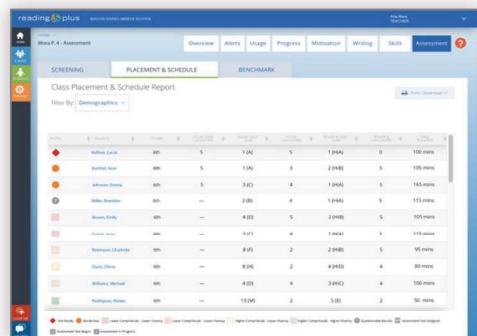
## Key reports for administrators



### The Screening Report

*Easily understand each student's current comprehension, vocabulary and fluency, relative to grade level.*

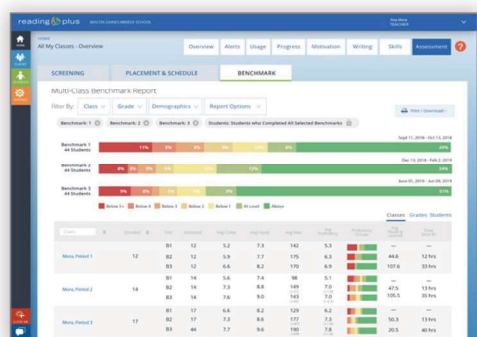
- View reports by site or class level.
- View results from students' InSight assessment.
- Find color-coded information about instructional needs based on placement.
- Filter data to focus on data for a subgroup of students.



### The Placement and Schedule Report

*See how each student's InSight assessment data translates into a personalized learning path in DreamBox Reading.*

- View reports by site or class level.
- Review student placement levels for both vocabulary and reading.
- Get recommendations for the number of weekly lessons each student should complete in each instructional component.



### The Benchmark Report

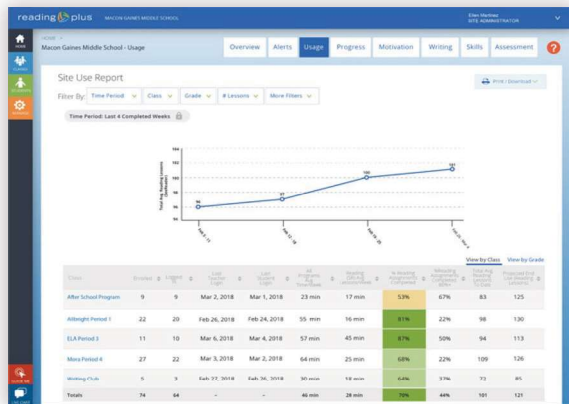
*Monitor proficiency level progress across each assessment.*

- View reports by site or class level.
- See students' proficiency for each InSight assessment.
- Track proficiency increases relative to grade level.
- View comprehension and proficiency as grade levels or Text Lexile® Ranges.
- Drill down to analyze benchmark data for specific grades, classes or students.

## DREAMBOX READING

# Real-time insights and reporting

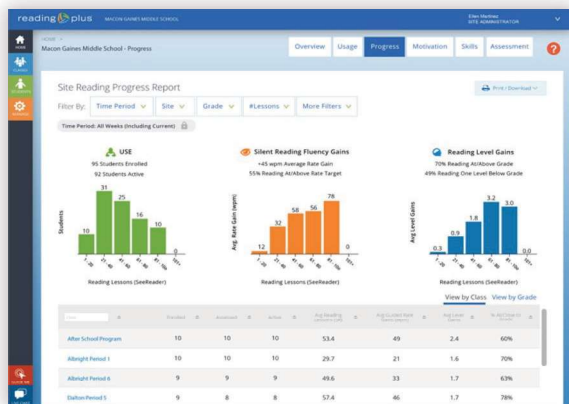
## Key reports for administrators



### Site Use Report

Monitor program usage and fidelity.

- View reports by district or site level.
- Ensure teachers log in to the program regularly.
- Identify which classes meet usage expectations.

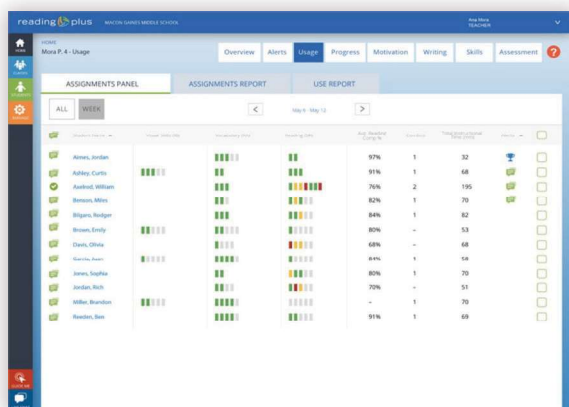


### Site Reading Progress Report

See how program usage translates into fluency and reading gains.

- View reports by district or site level.
- Discover which classes and students are on track to complete the end-of-year program goals.
- Identify teachers in need of implementation support.
- Track averages across lesson completion, level gains, wpm gains and percent of students at/close to grade-level proficiency.
- Slice and dice by class or grade.

## Key reports for teachers



### The Assignments Panel

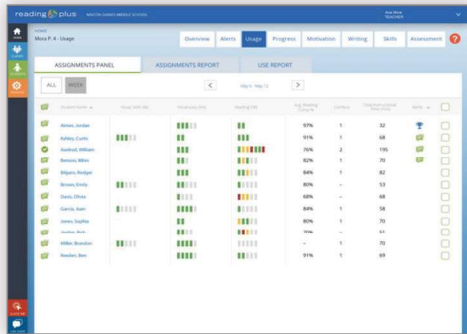
Access clear information on each student's progress toward reading proficiency.

- Track each student's lesson completion, average comprehension, combos earned and total instructional time.
- Receive notifications about students who need immediate attention.
- Send students messages from within the platform to celebrate their success or offer additional support.

## DREAMBOX READING

# Real-time insights and reporting

## Key reports for teachers



### The Real-Time Activity Dashboard

Get an up-to-date view of what students are working on in DreamBox Reading.

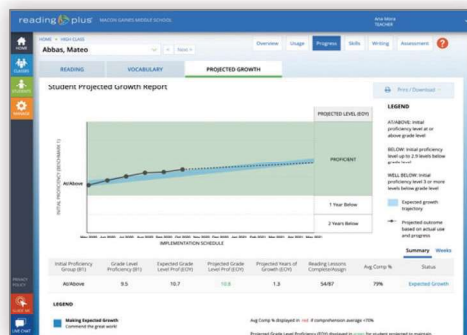
- View up-to-minute information across what students have accomplished in the platform.
- Monitor student engagement and assignment completion.
- Message students directly from the dashboard to provide support, reminders, or celebrate achievements.



### Class Reading Progress Report

Track student progress toward reading proficiency goals.

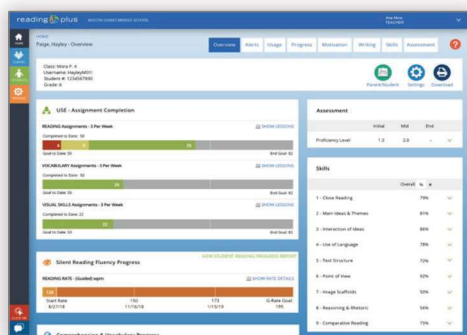
- Capture a comprehensive view of the efficiency/fluency gains and reading gains students make.
- View individual students' progress toward grade-level goals.



### Student Projected Growth Report

Access data on student growth to date and predictions for end-of-year proficiency.

- Find each student's predicted proficiency level for the end of a school year, based on assessment data, program usage and ongoing performance.
- Identify students early for RTI/MTSS support.



### Student Overview Report

A comprehensive picture of student performance in all programs.

- View the student's level of mastery with nine comprehension anchor skills and 21 subskills.
- Drill down into detailed data across every InSight assessment administration.
- Get actionable data about each student's specific comprehension strengths and challenges.



## DREAMBOX READING

# Success services

Our mission is to provide a powerful educator experience and to help schools and teachers bring together great teaching and meaningful, actionable data to impact learning. This powerful combination enhances teacher effectiveness, deepens teacher understanding, and empowers teachers to leverage formative data to think, plan, and act. With DreamBox, teachers can dive more deeply into specific information about how their class is performing against the standards. Teachers will be able to see which lessons each student has completed, even if the student did not achieve proficiency, and the standards that are aligned with that lesson.

### Standard Success Services Overview



### The following services and resources are included in your DreamBox Reading purchase:

**Planning meetings and webinars:** Your success partner will connect with you for the following webinars throughout your DreamBox Reading implementation:

**Planning meeting webinar (start of implementation):** The virtual planning meeting gives our experts the opportunity to understand your district’s unique goals, plans and challenges. We’ll tailor an implementation process to help you make the most of your experience with DreamBox Reading.

**Launch review webinar (4-6 weeks after launch):** This is a timely review of your initial goals. You’ll measure current assessment completion data against your expected growth outcomes to refine your plan and maximize progress.

**End-of-year review:** We’ll review the Proficiency Growth Report to determine your students’ gains toward improving their literacy skills. We also reassess our plan from the beginning of the year to learn what goals we achieved, various wins and success stories, as well as opportunities to continue to improve our partnership in the year ahead.

## DREAMBOX READING

# Success services (cont.)

## eLearning resources

Available 24/7 on the educator Learn Site, a complete professional and instructional support site:

- **eLearning modules:** A complete training curriculum for new and returning teachers and administrators. Educators can complete training modules from anywhere with internet access, making this a flexible onboarding experience.
- **Teacher training:** Teachers new to DreamBox Reading and those returning to the program can find eLearning modules on starting DreamBox Reading (pre-launch/launch learning) and continued use over the school year (instruction and coaching).
- **Site administrator training:** New and returning school staff who oversee DreamBox Reading can find eLearning modules on starting DreamBox Reading (pre-launch/launch learning) and continued use over the school year (instruction and coaching).
- **Writing prompts:** Available response prompts extend all 20+ comprehension skills taught in DreamBox Reading for fiction and nonfiction.

## Skills coach

A series of animated online lessons that address the nine major reading comprehension anchor skills and component subskills.

## Motivational strategies

Ideas for motivation tools and contests to encourage student engagement in DreamBox Reading.

## Customer service & technical support

Our top-rated customer service team is available Monday through Friday, 7:30 a.m. – 7 p.m. EST to support students, parents, educators and administrators via three key channels: email, live chat and phone.

## Helpful printables

- Student tracking sheets
- Skill-building activities
- Graphic organizers
- SIS Integrations

## Integration support

A student information system with DreamBox Reading integrates using ClassLink or Clever and will be able to share classes and student demographic information. A DreamBox Reading integration specialist will assist with integration.

## Regular communications and motivation contests

Built-in on-screen WalkMe messages and tutorials are available 24/7 to help educators complete daily tasks and provide updates and news.

## Monthly email newsletters

- Invitations to participate in national contests
- Success stories from DreamBox Reading educators
- Helpful tips and resources throughout the year

## Comprehensive reporting suite

DreamBox Reading's educator management system provides a complete suite of reports at the student, class, school, and district levels to monitor performance and growth. Reports inform differentiated instruction by grouping students who need support with the same skills.

**Additional professional development opportunities available for purchase**





## DreamBox Software and Services Agreement

Poudre School District R-1

777 108<sup>th</sup> Ave. NE, Suite 2300  
 Bellevue, WA 98004-5149  
 Phone: 877.451.7845  
 Fax: 425.484.6476  
 schools@dreambox.com  
 www.dreambox.com

**Order Form #:** DB052299645  
**Order Form Valid Until:** Jul. 28, 2023

Order Form		
<b>Customer:</b> Poudre School District R-1	<b>Service Start Date:</b> 09-01-2023  <b>Service End Date:</b> 08-31-2024	<b>Subscription Period:</b> 12 Months
<b>Customer's Point of Contact:</b> Name: Tracy Stibitz Title: Contract Administrator Phone: (970) 490-3564 E-Mail: tstibitz@psdschools.org	<b>Customer's Billing Address:</b> Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	<b>Agreement Prepared By:</b> Lance Vogler Title: Regional Account Executive Phone: (720) 421-9973 E-Mail: lance.vogler@dreambox.com
Pricing		
Software and Services	Quantity	Price
Reading Plus Licenses <i>Tavelli Elementary</i>	100	\$5,000.00
	Subtotal:	\$5,000.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
	<b>Total:</b>	<b>\$5,000.00</b>

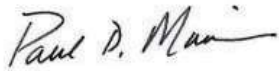
Invoicing and Payment Terms					
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule		
<i>Term Length (months):</i> 12 <i>Total Fees:</i> \$5,000.00	\$5,000.00	7/30/2023	8/29/2023		
<b>Payment Options</b> - To pay by purchase order, please email your purchase order to <a href="mailto:schools@dreambox.com">schools@dreambox.com</a> or fax your purchase order to 425-484-6476. - To pay by credit card for <b>Order Forms totaling less than \$8,000.00</b> , please consult the Dreambox <a href="#">Billing FAQ page</a> if you have questions regarding payment. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at <a href="mailto:Accountsreceivable@dreambox.com">Accountsreceivable@dreambox.com</a> should your banking institution require additional information from us for processing payments.  <b>***Please note changes below to ACH <u>and</u> Drop Box changes effective November 1, 2022***</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Please remit via ACH (preferred) to:</b>  <b>DreamBox Learning, Inc.</b>  <b>PNC Bank</b>  <b>Routing #: 031207607</b>  <b>Account #: 8026515017</b> </td> <td style="width: 50%; vertical-align: top;"> <b>Check Payments can be mailed to:</b>  <b>DreamBox Learning, Inc.</b>  <b>P.O. Box No. 778853</b>  <b>Chicago, IL 60677-8853</b> </td> </tr> </table> <p style="text-align: center; font-size: small;">Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at <a href="mailto:accountsreceivable@dreambox.com">accountsreceivable@dreambox.com</a>.</p>				<b>Please remit via ACH (preferred) to:</b> <b>DreamBox Learning, Inc.</b> <b>PNC Bank</b> <b>Routing #: 031207607</b> <b>Account #: 8026515017</b>	<b>Check Payments can be mailed to:</b> <b>DreamBox Learning, Inc.</b> <b>P.O. Box No. 778853</b> <b>Chicago, IL 60677-8853</b>
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**By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement**

**DREAMBOX LEARNING, INC.**

**CUSTOMER:** Poudre School District R-1

**Signature:**



**Signature:**

**Name:**

**Paul Marvin**

**Name:**

**Title:**

**Interim Chief Financial Officer**

**Title:**

**Date:**

## TERMS AND CONDITIONS

**1. DreamBox Learning, Inc.** (“DreamBox Learning”) offers software products and services that provide personalized math and reading instruction in an engaging environment for students (“DreamBox Math,” “DreamBox Reading” (formerly known as “Reading Plus”), and “Reading Park” respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, which is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus introduces and builds the silent reading skills students need to become proficient independent learners. It focuses on vocabulary, comprehension, and fluency development, and it includes a highly reliable assessment that can be used as a screener, placement test, and measure of growth. As an intervention and instruction program, Reading Plus adapts automatically to each student’s changing needs, ensuring individualized learning paths lead toward reading proficiency. The program includes an extensive library of engaging texts, rigorous comprehension tasks, evidence-based writing in a built-in portal, a patented Guided Window for fluency development, a variety of scaffolds, and numerous materials for teacher-led instruction. Reading Park develops the critical foundational skills young learners need to become independent readers by providing lessons designed to develop phonemic awareness and phonics, as well as introducing fluency, vocabulary, and comprehension skills. The program guides students toward successful and productive reading through a playful, engaging learning environment. Reading Park’s unique combination of in-lesson and between-lesson adaptations offers personalized and effective technology-driven instruction by adjusting lessons in real time to ensure individual learning needs are addressed in the moment. Its continuous embedded assessment allows the program to determine the appropriate sequencing of the next lesson. Both Reading Plus and Reading Park are research-based programs grounded in the science of reading. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “Agreement”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“you” or “Customer”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “Software and Services”). This Agreement comprises the attached order form (the “Order Form”) and these terms and conditions (the “Terms and Conditions”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

## 2. CUSTOMER ACCOUNT

**2.1 Access.** These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “**Software**”) and the services provided by DreamBox Learning to you in connection therewith (the “**Services**”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “**Customer Account**”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

**2.2 Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “**Updates**”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

**2.3 License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes. All Software and Services are provided as-is and the license to those Software and Services are to the [full content offering](#) with no customizations.

**2.4 Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 2.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

**2.5 End Users’ Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

**2.6 Reservation of Rights.** The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and



proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

### **3. PAYMENT**

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

### **4. SERVICES**

**4.1 Delivery.** Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized within 12 months of the Order Form Contract Start Date. Professional Development not utilized within 12 months of the Order Form Contract Start Date will be forfeited.

#### **4.2 Cancellation.**

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

### **5. TERM AND TERMINATION**

**5.1 Term.** This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 5.2, 5.3, and/or 5.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

**5.2 Subscription Period.** The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**".

**5.3 Termination without Cause.** Neither party may terminate this Agreement without cause. For termination for cause, see Section 5.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

**5.4 Termination or Suspension for Cause.** Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

**5.5 Survival.** Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 2.4, 2.5, 2.6, 5.5, and 7 survive termination or expiration of this Agreement.

### **6. PRIVACY**

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices,

privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at <http://www.dreambox.com/privacy-policy>.

## **7. NOTICE**

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to [legal@dreambox.com](mailto:legal@dreambox.com), in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

## **8. WARRANTY**

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

## **9. MISCELLANEOUS**

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 5.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**SOFTWARE SERVICES AGREEMENT  
BETWEEN DREAMBOX LEARNING  
AND POUDBRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of this 2<sup>nd</sup> day of May 2022, by and between Poudre School District R-1 (“District”) and Dreambox Learning (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2022 and continue through and including August 31, 2023, 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) the Agreement is in effect. In no event, shall the District’s obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its Reading Plus web-based reading system and its digital mathematics learning program DreamBox Learning Math, including virtual manipulatives and games for use in the District’s schools in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for the Services as set forth on the attached Exhibit B is Nineteen Thousand, Four Hundred and Sixty-Seven Dollars and Zero Cents (\$19,467.00), due and payable by the District thirty (30) days after receipt of Contractor’s Invoice.

2.2.1. The cost for the Reading Plus Services as set forth on the attached Exhibit B is Seventeen Thousand, Six Hundred and Twenty-Five Dollars and Zero Cents (\$17,625.00).

2.2.2. The total cost for the Dreambox Services as set forth on the attached Exhibit B is One Thousand, Eight Hundred and Forty-Eight Dollars and Zero Cents (\$1,848.00).

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

2.4.1. Quotes for services will be requested by the contact in section 9 of this Agreement, department and school based requests for quotes shall not be processed by the Contractor.

2.4.1.1. Contractor's quotes shall include dates of Service conforming to section 1.1 of this Agreement, per license type cost rate, and District location.

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

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

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

2.4.5. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.5. **Invoicing** Contractor will provide invoices for the Services at a rate not to exceed those specified in Exhibit B. Invoices shall be submitted to the District's Accounts Payable Department within thirty (30) days from receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

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

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

### 3. **Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s



name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate

administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services,

and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

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

7. **School Service Contract Provider.** 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](mailto:tstibitz@psdschools.org)

Dreambox Learning  
Attn: Legal Department  
777 108<sup>th</sup> Ave NE, Suite 2300  
Bellevue, WA 98004  
Email: [legal@dreambox.com](mailto:legal@dreambox.com)

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

### **Commercial General Liability**

#### Minimum Limits

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

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

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

Minimum Limits

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

The insurance shall provide coverage for:

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

11. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

12. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

13. **General Provisions.**

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



13.2. **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.

13.3. **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 through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement

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

13.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Agreement shall be in Larimer County, Colorado.

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

13.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

13.10. **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.

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

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

13.13. **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. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

13.14. **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.

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

DREAMBOX LEARNING, INC

POUDRE SCHOOL DISTRICT R-1

By:  \_\_\_\_\_

Lance Ludman  
Chief Financial Officer

By:  \_\_\_\_\_

R. David Montoya  
Executive Director of Finance

By:  \_\_\_\_\_

Traci Gile, Ph.D.  
Assistant Superintendent of  
Elementary Schools

# Exhibit A

**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”.**

**DreamBox Learning Math currently provides curriculum coverage and support for grades PreK-8 (Algebra)**

**DreamBox uses virtual manipulatives along with visual and auditory clues that let multiple representations to deliver experiential mathematics instruction. This allows for each concept to be developed in multiple contexts to support understanding. The manipulatives are built to recognize not simply right or wrong, but types of mistakes, number of steps used, and other differentiating data points. This assessment data powers the DreamBox curriculum and meets students at their zone of proximal development utilizing an assessment format that is truly formative. Each question provides an opportunity for a learner to form ideas and as student explores, they are provide targeted feedback and inform the next steps in their learning pathway. Virtual manipulatives empower students to create and engineer their learning, and provide opportunities for rigorous exploration targeted at the student’s instructional level.**

**Paramount in the DreamBox curriculum is the use of contextual problem solving and mathematical modeling. Whenever possible, DreamBox lessons wrap math in real-world context, and provide varying models empowering students to develop flexible transfer.**

**A key benefit of DreamBox’s Intelligent Adaptive Learning platform is the personalization that comes from empowering students to move ahead to new content when they are ready; supporting all learners in a way that does not discriminate based on age or grade. The pedagogical design of the curriculum, supportive scaffolding, and the strategic concrete/abstract transitions allow students to advance with new challenges and succeed independently or as part of whole group instruction. Students continually apply their prior knowledge and demonstrate transfer of prior learning to similar contexts or new situations. Students will always have embedded, scaffolded practice so that our adaptive engine can make appropriate lesson recommendations to advance or re-play lessons and ensure conceptual understanding, fluency, and proficiency in problem solving applications.**

**Service descriptions should be in detail and free of sales language, so that it is clear to the common person- “What are we buying?”**

**DreamBox Learning Math, developed by experienced classroom teachers, nationally recognized education researchers and mathematics leaders, and innovative software engineers, is a digital mathematics learning program that includes nearly 2,300 lessons that use virtual manipulatives and games to engage students in reasoning quantitatively and abstractly about mathematical structures, concepts, and strategies, while developing number sense with fluency and skill. The design and interactive features of the DreamBox Learning Math program are informed by the latest research in the learning and cognitive sciences. Both the lessons and the intelligent adaptive learning platform on which the lessons run use educational and learning science research-based designs that help students make sense of mathematics regardless of whether they start below, at, or above grade level.**

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

When you and your student(s) participate in the Programs, DreamBox Learning will automatically collect information about your patterns of usage, order history, participation in promotions, session data, and other information relating to usage, choices, and preferences, including that of your student or students. We call this information "Participation History."

List all Student Data that is collected, maintained, generated, or inferred through use of service. This includes information created or collected by the company.

**Email Address:** For our customers who are parents and school administration officials, your email address will serve as your login username. Your email address may be used to send a confirmation email at registration, as well as information and updates to the Programs. In some cases we will also email your student's personal reports to you, with further information about the progress your student is making on the Programs. We may use the email address as an additional means of communicating with you about the Programs and DreamBox Learning, including notifying you of updates to the Web Site or its related policies. For our customers that are individuals or students, your name or other identifier set up at registration, or a picture identifier chosen after registration, will serve as your login username.

**Student's Name:** Your student's name will be used to customize your student's participation in the Programs, as well as to personalize the reports and updates about your student's progress in the Programs. In addition, for our customers that are individuals or parents or the legal guardian of a student, in some cases we may mail related material to you or your student using your name or, in the case of a student, his/her name, care of you, at the mailing address that you provide.

**Phone Number:** Your phone number will serve as an alternate way of contacting you for the same purposes as the email address. We will never call a student directly.

**Credit Card Information:** For our customers that are individuals or parents or legal guardians of a student, in some cases, with your consent, we may use and save your credit card information to bill you for each student that you register for the Programs.

**Student's Date of Birth:** If provided, we will use a student's age to group Performance Data of children of similar age so we can assess performance by age, and improve the program. Such information will be aggregated with other clients and customers in an anonymous manner and will not include any information that could be used to identify a specific student.

**Student's School Grade Level:** We will use a student's grade level to group Performance Data of children of similar grade levels so we can assess performance by grade level, and improve the program. Such information will be aggregated with other clients and customers in an anonymous manner and will not include any information that could be used to identify a specific student.

**Student's Gender:** We will use a student's gender to personalize the Program's experience. In addition, we will use a student's gender to group Performance Data of children of the same gender so we can assess performance by gender, and improve the program.

**Mailing Address:** Your mailing address may be used to allow DreamBox Learning to mail you various Program materials and ancillary program products. We will never contact a student directly.



**Secondary Uses:** Registration Information and other information may be used by us for demographic profiling and targeted advertising, although in such cases, the information will be aggregated as ANONYMOUS statistical information. DreamBox Learning WILL NOT sell, trade, or assign any un-aggregated personal information we collect to third parties outside of DreamBox Learning nor will we ever directly target any type of communication to a student.

**Participation History:** Participation History will be collected for client care, development, marketing and other operational and business purposes, including improvements to the Programs by DreamBox Learning; however, such information will not be disclosed to third parties or used for advertising directly to student users.

**Performance Data:** We refer to the data resulting from such participation, which includes but is not limited to data on when your student starts and stops a lesson, the responses your student makes to questions asked, the timing of your student's responses, your student's choice of character and customizations, and the choice of lessons to play as "Performance Data." We will use Performance Data to (1) measure your student's performance in each lesson of the DreamBox Learning Programs and to adapt the Programs to his or her learning needs, (2) analyze your student's Performance Data, and provide you with periodic progress reports about your student's performance in the Programs, and (3) improve the Programs. If we ever need to collect information that is not Performance Data directly from a student, DreamBox Learning will seek authorization of a parent or guardian prior to collecting such additional information from the student. In addition, we may aggregate your student's Performance Data with the Performance Data of other students participating in the Programs for marketing and other business related purposes. Aggregate information will be ANONYMOUS and will not identify your student or be combined with other information that would allow individual students to be identified.

#### **What is the purpose for collecting Student Data?**

DreamBox Learning collects information directly from your student, over the internet, in the form of the interactions that your student makes when participating in the Programs. We refer to the data resulting from such participation, which includes but is not limited to data on when your student starts and stops a lesson, the responses your student makes to questions asked, the timing of your student's responses, your student's choice of character and customizations, and the choice of lessons to play.

#### **What third-parties does the vendor partner with, who may receive Student Data in any format? This includes storage and vendors receiving encrypted data.**

Clever,( if a partner district utilizing the integration platform)- Third Party data integration pass through ([www.clever.com](http://www.clever.com))

Amazon Web Services - The DreamBox Learning® scalable cloud based architecture is hosted within multiple Tier 1 facilities as part of the AWS platform whose data center infrastructure has been evaluated against ISO 27001 and SAS 70 Type II or SSAE 16.

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

**Clever Instant Login enables students, teachers, and admins to log in to DreamBox and any additional applications with which you share data through Clever. Using Instant Login, users have Single Sign-On (SSO) access to all online learning applications in the same place. Users no longer need to juggle multiple usernames and passwords.**

**Amazon Web Services - The DreamBox Learning® scalable cloud based architecture is hosted within multiple Tier 1 facilities as part of the AWS platform whose data center infrastructure has been evaluated against ISO 27001 and SAS 70 Type II or SSAE 16.**

## Reading Plus Program Overview

Reading Plus is an adaptive reading solution for grades 3-12 that improves comprehension, vocabulary, motivation, and reading efficiency. Based on decades of research and proven classroom success, **Reading Plus produces 2 to 3 years of growth in just 40 to 60 hours** of personalized instruction.



For educators, Reading Plus provides a complete, easy-to-use management and reporting system, as well as extensive resources to guide and support differentiated literacy instruction. Educators can access real-time reports at the district, school, class, and student levels, ensuring full accountability and communication throughout your learning community. Learn more at [www.readingplus.com](http://www.readingplus.com).

## Student Motivation and Engagement

Students self-select informational and literary texts from eight high-interest categories. Interest profiles help students make connections between their own interests and curriculum topics while igniting curiosity and expanding knowledge. Game mechanics and a reward system provide incentives for even the most reluctant readers. Students have choice and control over their own learning experiences, and clear mastery goals ensure that they develop essential reading abilities.

Interest Categories  
Connect Students To



## Research & Results:

Reading Plus is an evidence-based program with an extensive research portfolio that demonstrates statistically significant effects on improving student outcomes.

Reading Plus has a research portfolio that includes:

- 100+ research studies
- 38 peer-reviewed journal articles and conference and symposia presentations
- 40+ research briefs
- 30+ assessment correlation studies

[Read the research here.](#)

*Reading Plus was found to have “strong evidence” to support ESSA by the Center for Research and Reform at Johns Hopkins University. [Learn more.](#)*



## Inclusive Reading Plus Success Services

The Reading Plus Customer Success Team provides professional development and ongoing support throughout your subscription period.

Services include:

- Live and recorded training webinars
- Robust e-learning curriculum
- Customized planning time with an assigned Success Partner
- 1:1 data coaching sessions
- Instant tech and usage support via Live Chat, phone and email
- Monthly newsletters
- Regular Teacher Tips via email
- Motivation contests throughout the school year

**EXHIBIT “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	Not required
	Observation data	Unless using
	Other assessment data-Please specify:	DBL analytics
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	Optional
	Place of Birth	
	Gender	Optional
	Ethnicity or race	Optional
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	Optional
	Guidance counselor	
	Specific curriculum programs	Classroom that is using DBL
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	Not required
	Email	A parent may
	Phone	Provide to link account
Parent/Guardian ID	Parent ID number (created to link parents to students)	Not required, a parent may

Category of Data	Elements	Check if used by your system
		provide to link account.
Parent/Guardian Name	First and/or Last	Not required, a parent may provide to link account.
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	Optional
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	
	Email	Optional
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	Optional
	Vendor/App assigned student ID number	X
	Student app username	Created by DBL
	Student app passwords	Created by DBL
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	



Category of Data	Elements	Check if used by your system
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc. Other student work data - Please specify:	
Transcript	Student course grades Student course data Student course grades/performance scores	

Category of Data	Elements	Check if used by your system
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	Classroom name, school address and phone number, point of contact information, and teacher information.



### THIRD PARTY VENDORS

Vendor	Policy	Purpose
Amazon Web Service	<a href="https://aws.amazon.com/agreement/">https://aws.amazon.com/agreement/</a>	Hosts Reading Plus servers and logs
New Relic	<a href="https://newrelic.com/privacy">https://newrelic.com/privacy</a>	Application Monitoring, receives no identifiable student information
DataDog	<a href="https://www.datadoghq.com/legal/privacy/">https://www.datadoghq.com/legal/privacy/</a>	Database Performance Monitoring, receives no identifiable student information
Google Analytics	<a href="https://www.google.com/policies/privacy/">https://www.google.com/policies/privacy/</a>	Page hit tracking in Educator Applications, receives no identifiable student information
WalkMe	<a href="https://www.walkme.com/privacy-policy/">https://www.walkme.com/privacy-policy/</a>	Demonstration videos for educators, receives no identifiable student information
Salesforce	<a href="https://www.salesforce.com/company/privacy/">https://www.salesforce.com/company/privacy/</a>	Site and Admin Account Creation, receives no identifiable student information
VictorOps	<a href="https://victorops.com/privacy-policy/">https://victorops.com/privacy-policy/</a>	Application Operation Alerts, receives no identifiable student information
ShareFile	<a href="https://www.sharefile.com/privacy">https://www.sharefile.com/privacy</a>	Secure, Encrypted File Transfer for data and documents
Cloudflare	<a href="https://www.cloudflare.com/security-policy/">https://www.cloudflare.com/security-policy/</a>	DDOS protection.

# Exhibit B



## Master Software and Services Agreement Poudre School District R-1

777 108<sup>th</sup> Ave. NE, Suite 2300  
 Bellevue, WA 98004-5149  
 Phone: 877.451.7845  
 Fax: 425.484.6476  
 schools@dreambox.com  
 www.dreambox.com

**Order Form #:** DB112190155  
**Order Form Valid Until:** Jan. 6, 2022

Order Form		
<b>Customer:</b> POUDRE SCHOOL DISTRICT R-1	<b>Service Start Date:</b> 07-31-2022  <b>Service End Date:</b> 07-30-2023	<b>Subscription Period:</b> 12 Months
<b>Customer's Point of Contact:</b> Name: Tracy Stibitz Title: Contract Administrator Phone:(970) 490-3564 E-Mail: tstibitz@psdschools.org	<b>Customer's Billing Address:</b> Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	<b>Agreement Prepared By:</b> Wendy Fischer Title: Account Manager Phone: E-Mail: wendy.fischer@dreambox.com
Pricing		
Software and Services	Quantity	List Price
Reading Plus - Renewal 1 to 500 106-Beattie Reading Plus 100 students	100	\$ 4,700.00
Reading Plus - Renewal 1 to 500 184 - Tavelli Reading Plus 275	275	\$ 12,925.00
	<b>Subtotal:</b>	<b>\$17,625.00</b>
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	<b>Sales Tax:</b>	<b>\$ 0.00</b>
	<b>Total:</b>	<b>\$17,625.00</b>

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> <b>12</b> <i>Total Fees:</i> <b>\$17,625.00</b>	\$17,625.00	7/31/2022	7/31/2022

**Payment Options**

- To pay by purchase order, please email your purchase order to [schools@dreambox.com](mailto:schools@dreambox.com) or fax your purchase order to 425-484-6476.  
**To pay by credit card for Order Forms totaling less than \$8,000.00, please [Click Here](#)** Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at [Accountsreceivable@dreambox.com](mailto:Accountsreceivable@dreambox.com) should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.  
 Bridge Bank  
 Routing #: 121143260  
 Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at [accountsreceivable@dreambox.com](mailto:accountsreceivable@dreambox.com).

**By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement**

**DREAMBOX LEARNING, INC**

**CUSTOMER: Poudre School District R-1**

Signature: 

Signature: \_\_\_\_\_

Name: Lance Ludman

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## Master Software and Services Agreement Poudre School District R-1

777 108<sup>th</sup> Ave. NE, Suite 2300  
 Bellevue, WA 98004-5149  
 Phone: 877.451.7845  
 Fax: 425.484.6476  
 schools@dreambox.com  
 www.dreambox.com

**Order Form #:** DB082185013  
**Order Form Valid Until:** Aug. 18, 2022

Order Form		
<b>Customer:</b> POUDRE SCHOOL DISTRICT R-1	<b>Service Start Date:</b> 08-31-2022  <b>Service End Date:</b> 08-30-2023	<b>Subscription Period:</b> 12 Months
<b>Customer's Point of Contact:</b> Name: Tracy Stibitz Title: Contract Administrator Phone:(970) 490-3564 E-Mail: tstibitz@psdschools.org	<b>Customer's Billing Address:</b> Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	<b>Agreement Prepared By:</b> Wendy Fischer Title: Account Manager Phone: E-Mail: wendy.fischer@dreambox.com
Pricing		
Software and Services	Quantity	List Price
Advanced Licenses - Renewal 1 to 500 Mountain Schools 36 licenses and PSD Global Academy 30 licenses	66	\$ 1,848.00
<b>Subtotal:</b>		<b>\$1,848.00</b>
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	<b>Sales Tax:</b>	\$ 0.00
<b>Total:</b>		<b>\$1,848.00</b>

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> 12 <i>Total Fees:</i> \$1,848.00	\$1,848.00	8/31/2022	8/31/2022

**Payment Options**

- To pay by purchase order, please email your purchase order to [schools@dreambox.com](mailto:schools@dreambox.com) or fax your purchase order to 425-484-6476.  
 To pay by credit card for **Order Forms totaling less than \$8,000.00**, please [Click Here](#) Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at [Accountsreceivable@dreambox.com](mailto:Accountsreceivable@dreambox.com) should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.  
 Bridge Bank  
 Routing #: 121143260  
 Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at [accountsreceivable@dreambox.com](mailto:accountsreceivable@dreambox.com).

**By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement**

**DREAMBOX LEARNING, INC**

**CUSTOMER: Poudre School District R-1**

Signature: 

Signature: \_\_\_\_\_

Name: Lance Ludman

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

DreamBox Learning, Inc. (“**DreamBox Learning**”) offers software products and services that provide personalized math instruction in an engaging environment for students. DreamBox Learning provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “**Agreement**”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“**you**” or “**Customer**”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “**Software and Services**”). This Agreement comprises the attached order form (the “**Order Form**”) and these terms and conditions (the “**Terms and Conditions**”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

### 1. CUSTOMER ACCOUNT

**1.1 Access.** These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “**Software**”) and the services provided by DreamBox Learning to you in connection therewith (the “**Services**”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “**Customer Account**”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

**1.2 Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “**Updates**”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

**1.3 License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

**1.4 Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

**1.5 End Users’ Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

**1.6 Reservation of Rights.** The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and proprietary materials. All uses of DreamBox Learning’s trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning’s trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) (“**Feedback**”), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

### 2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

### 3. SERVICES

**3.1 Delivery.** Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

#### 3.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

### 4. TERM AND TERMINATION

**4.1 Term.** This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the “**Term**”). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

**4.2 Subscription Period.** The “**Subscription Period**” will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods “**Renewal Period**”.

**4.3 Termination without Cause.** Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

**4.4 Termination or Suspension for Cause.** Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

**4.5 Survival.** Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

### 5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time (“**FERPA**”), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA (“**PII**”), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning’s computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning’s privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian.

### 6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed

given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

## **7. WARRANTY**

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

## **8. MISCELLANEOUS**

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.



# Exhibit C



# Poudre School District

## **DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS**

### VENDOR QUALIFICATIONS

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

### CONFLICT OF INTEREST

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

### SALES CALLS

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

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

### VIOLATIONS

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995  
Revised by Board: April 8, 1996  
Revised by Board: June 10, 1996  
Revised by Superintendent: May 14, 2007  
Revised by Superintendent: March 8, 2017  
Revised by Board: February 12, 2019  
Revised by Board: December 8, 2020

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing  
DJA, Purchasing Authority  
DJB, Purchasing Procedures  
FE, Construction Projects and Contracting Procedures  
FEAA, Construction Project Prequalification  
GBEA, Staff Ethics/Conflict of Interest  
GBEBC, Gifts to and Solicitations by Staff