

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN WEVIDEO, INC
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the 10th day of May 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and WeVideo, Inc. (the “Contractor”) executed August 1, 2022 and the First Amendment to the Agreement executed June 15, 2023 (“Agreement”), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated July 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2024 through July 31, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s WeVideo Price Quote/Proposal WVS-1661774 hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Add Exhibit C with Contractor’s WeVideo Accessibility Conformance Report hereby attached to this Second Amendment and made part of this Agreement.
 - 3.4. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

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

E-mail: contracts@psdschools.org

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

WEVIDEO, INC.

POUDRE SCHOOL DISTRICT R-1

By: *Dave Lahey*
Dave Lahey (Jun 11, 2024 13:25 PDT)

David Lahey
Chief Customer Officer

By: R David Montoya

R. David Montoya
Chief Finance Officer

By: *Kate J. Canine*

Kate Canine
Director of Professional Learning

Exhibit B



Price Quote/Proposal

Remit Payment To:

WeVideo, Inc.
P.O. Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441

Customer Information:

Dawn Donahue

POUDRE SCHOOL DISTRICT R-1 (CO)
Accounts Payable
2407 Laporte Avenue
Fort Collins, Colorado 80521

Expires: 6/30/2024

Contact: Taylor Ripley
Customer Success Manager
taylor@wevideo.com

Notes:

POUDRE SCHOOL DISTRICT R-1 (CO) is presented with the following WeVideo for Schools subscription price proposal. With this agreement, POUDRE SCHOOL DISTRICT R-1 (CO) is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, POUDRE SCHOOL DISTRICT R-1 (CO) receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by POUDRE SCHOOL DISTRICT R-1 (CO) below:

	Product/Description		Total Extended Price
15000 users	WeVideo for Schools Annual Subscription		37,182.54
	PlayPosit Full District Annual Subscription		\$37,577.40
		Subtotal	\$74,759.94
		Tax (exempt?)	
		Total	\$74,759.94

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption
Quote is valid for terms as stated above and below
All prices in US Dollars (\$)

SECTION I - Term length and subscription term discount options (CHECK ONE):

- Purchase 12 months/1 year subscription billed annually: **\$74,759.94**
- Purchase 24 months/2 year subscription prepay: **\$134,567.89** and save 10% on license*
- Purchase 36 months/3 year subscription prepay: **\$190,637.84** and save 15% on license*
- Purchase 48 months/4 year subscription prepay: **\$239,231.80** and save 20% on license*
- Purchase 60 months/5 year subscription prepay: **\$280,349.76** and save 25% on license*

**if pre-paying for multi-year license, please take amount above, then add any additional Professional Development or optional items back into total. Or, contact your Customer Success Manager.*

SECTION II - Purchase Order Requirement (CHECK ONE):

- Yes, a school/district Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)



Price Quote/Proposal

School/District: POUDRE SCHOOL DISTRICT R-1 (CO)
Contact: Dawn Donahue

SECTION III - COMPLETE ALL FIELDS: REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name POUDRE SCHOOL DISTRICT R-1 (CO)

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name _____

Admin/owner Last Name _____

Admin/owner Email _____

Job title/role _____

Phone Number _____

BILLING INFORMATION

Accounts Payable Contact First Name _____

Accounts Payable Contact Last Name _____

Accounts Payable Email _____

Accounts Payable Phone Number _____

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name _____

Print Title _____

Exhibit C

WeVideo Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: WeVideo.com

Report Date: June 27th, 2023

Product Description: WeVideo is a powerful, easy to use, cloud-based collaborative video creation platform. With over 38 million accounts created to date, WeVideo is the first choice of businesses, consumers, educators and students, as well as being the video backbone for many third-party media solutions. WeVideo can be accessed from any computer or device: at school, home, work or on the go. Users can easily capture, edit, view and share videos for personal, social media, business or learning purposes with secure storage of their content in the cloud.

Contact Information: support@wevideo.com

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

Notes:

Evaluation Methods Used: desktop computers with Job Access With Speech 2022 (JAWS) and NonVisual Desktop Access 2023 (NVDA).

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.

- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.4 Report

Note: When reporting on conformance with the WCAG 2.4 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> Decorative SVG tags not being hidden from screen reader uses; Images lacking alt attributes, making it impossible for screen reader users to know what the image depicts; Decorative images with unnecessary alt attributes; Non-essential icons not being properly hidden from screen reader users; Icons providing important information not conveyed to screen reader users.
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p>	<p>Supports</p>	<p>There are no accessibility barriers related to prerecorded audio-only and video-only content.</p>
<p>1.2.2 Captions (Prerecorded) (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to some videos not having captioning.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to one video not having either an audio description or a descriptive transcript.</p>
<p>1.3.1 Info and Relationships (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> Content functioning as a list not indicated as such; Pages lacking a <main> tag; Page containing heading levels in illogical order; Text functioning as a header not marked up as such; Sections not marked up correctly;

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Regions needing additional ARIA markup for better understanding of sections; • Screen reader users not being informed where each card begins and ends; • Screen reader users not being informed how many cards are present in a set; • Breadcrumbs links not properly identified; • Tables with visible column header not properly indicated to screen reader users; • Page lacking a <h1> heading; • Modal dialog containing heading levels in illogical order; • Existing label elements not being programmatically associated with their form fields; • Custom checkboxes and radio buttons posing accessibility issues; • Element that is semantically part of the button, not being included in one; • Instructions that are not programmatically associated with their relevant form field.
<p>1.3.2 Meaningful Sequence (Level A)</p>	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Content not following a logical reading order; • Elements receiving focus in an illogical order.
<p>1.3.3 Sensory Characteristics (Level A)</p>	Supports	<p>There are no accessibility barriers related to sensory characteristics in instructions.</p>
<p>1.4.1 Use of Color (Level A)</p>	Partially Supports	<p>A rating of Partially Supports has been given due to one element using specific sensory characteristic, such as color alone, to indicate that it is selected.</p>
<p>1.4.2 Audio Control (Level A)</p>	Supports	<p>There are no accessibility barriers related to audio control.</p>

Criteria	Conformance Level	Remarks and Explanations
2.1.1 Keyboard (Level A)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Additional content being revealed on hover only, which is inaccessible to both screen reader and keyboard users; • Buttons and links not being marked up as such; • Calendars not being fully accessible; • Custom radio buttons and checkboxes with accessibility issues; • Custom select dropdowns with accessibility issues; • Element containing a drag and drop feature which is inaccessible to keyboard users; • Users not being able to interact with tabs as expected; • Keyboard users not being able to scroll content; • Unactionable elements with tabindex="0" attribute.
2.1.2 No Keyboard Trap (Level A)	Supports	There are no accessibility barriers related to navigation traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially Supports	A rating of Partially Supports has been given due to some alerts not remaining visible long for users with reading and cognitive disabilities to perceive and read; there is no mechanism provided to extend the duration of the alert.
2.2.2 Pause, Stop, Hide (Level A)	Supports	There are no accessibility barriers related to pausing, stopping and hiding content.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	There are no accessibility barriers related to flashing or rapidly changing content.
2.4.1 Bypass Blocks (Level A)	Partially Supports	A rating of Partially Supports has been given due to one page missing a "Skip to Main Content" link.

Criteria	Conformance Level	Remarks and Explanations
2.4.2 Page Titled (Level A)	Partially Supports	A rating of Partially Supports has been given due to the title tag in the head of the document not reflecting the purpose of the page.
2.4.3 Focus Order (Level A)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Multiple modal dialogs not bringing focus back to the triggering element when modal dialog is closed; • Elements receiving focus in illogical order.
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	A rating of Partially Supports has been given due to some image buttons not being properly labeled for screen reader users.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to pointer gestures.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	There are no accessibility barriers related to pointer behaviors.
2.5.3 Label in Name (Level A 2.1 only)	Supports	There are no accessibility barriers related to labels and accessible names.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to motion actuation.
3.1.1 Language of Page (Level A)	Supports	There are no accessibility barriers related to declaration of page language.
3.2.1 On Focus (Level A)	Supports	There are no accessibility barriers related to the behavior of control elements upon gaining browser focus.
3.2.2 On Input (Level A)	Partially Supports	A rating of Partially Supports has been given due to screen reader users not being informed that content is changed on the page when any of the elements in toolbar are activated.
3.3.1 Error Identification (Level A)	Supports	There are no accessibility barriers related to error identification.
3.3.2 Labels or Instructions (Level A)	Partially Supports	A rating of Partially Supports has been given due to:

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Required form fields not being indicated visually as such; • The meaning of the asterisk (*) not being defined; • Existing labels not being programmatically associated with their form fields; • Form fields using only placeholder text as a visual label; • All form fields not being properly labeled; • Radio button sets lacking a fieldset and legend; • Instructions not being programmatically associated with their relevant form field.
<p>4.1.1 Parsing (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to some buttons being wrapped in links, which may be confusing to screen reader users and creates additional tabstop for keyboard users.</p>
<p>4.1.2 Name, Role, Value (Level A)</p>	<p>Partially Supports</p>	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> • Elements controlling expandable content without indicating that to screen reader users; • Elements having unnecessary ARIA attributes; • Modal dialogs not being labeled as such; • Tabs within a tabset not being wrapped in a tablist; • Calendars not being fully accessible; • Existing labels not being programmatically associated with their form fields; • Elements marked up as links, where they function like buttons; • Elements marked up as buttons, where they function like links;

Criteria	Conformance Level	Remarks and Explanations
		<ul style="list-style-type: none"> • Tab controls and tab panels missing critical ARIA attributes; • Custom radio buttons and checkboxes posing accessibility issues; • Custom select dropdowns posing accessibility issues; • Invisible elements receiving focus and being always visible to screen reader users; • Alert message not being read to screen reader users; • Modal dialog missing necessary ARIA attributes; • Orientation of vertical tabs not conveyed programmatically; • Modal dialog closing visually, but screen reader still being able to read its content.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to live captions.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	A rating of Partially Supports has been given due to one video not having an audio description or a descriptive transcript.
1.3.4 Orientation (Level AA 2.1 only)	Supports/Not Applicable	There are no accessibility barriers related to device orientation.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to input fields not allowing autofill, which can make it difficult for some users to properly fill in the required information.

Criteria	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	A rating of Partially Supports has been given due to several instances of color contrast not meeting minimum threshold under WCAG 2.0/2.1.
1.4.4 Resize text (Level AA)	Partially Supports	A rating of Partially Supports has been given due to pages not being scalable.
1.4.5 Images of Text (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to images of text.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> Content on the page becoming obscured and/or truncated when viewport is set to a minimum width of 320px; Content requiring the user to scroll in more than one direction to read it.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	There are no accessibility barriers related to non-text contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	There are no accessibility barriers related to text spacing.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to additional content being revealed on hover.
2.4.5 Multiple Ways (Level AA)	Supports	There are no accessibility barriers related to multiple, distinct ways of finding and navigating to content.
2.4.6 Headings and Labels (Level AA)	Partially Supports	A rating of Partially Supports has been given due to some buttons not having sufficient labels for all users.
2.4.7 Focus Visible (Level AA)	Partially Supports	<p>A rating of Partially Supports has been given due to:</p> <ul style="list-style-type: none"> Keyboard users being able to focus outside of multiple modal dialogs while one is open; Video controls in Exports video player lacking focus indicators with sufficient contrast when they receive focus.
3.1.2 Language of Parts (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to languages for parts of content.

Criteria	Conformance Level	Remarks and Explanations
3.2.3 Consistent Navigation (Level AA)	Supports	There are no accessibility barriers related to consistency of navigation.
3.2.4 Consistent Identification (Level AA)	Supports	There are no accessibility barriers related to elements consistency of element identification.
3.3.3 Error Suggestion (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to error correction suggestions.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports/Not Applicable	There are no accessibility barriers related to error prevention in legal, financial or personal data inputs.
4.1.3 Status Messages (Level AA 2.1 only)	Partially Supports	A rating of Partially Supports has been given due to an alert message not being read to screen reader users.

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.6 Contrast (Enhanced) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
1.4.9 Images of Text (No Exception) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.3 No Timing (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.4 Interruptions (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.

Criteria	Conformance Level	Remarks and Explanations
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.3.2 Three Flashes (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.8 Location (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.4.10 Section Headings (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
2.5.5 Target Size (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.3 Unusual Words (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.4 Abbreviations (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.5 Reading Level (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.1.6 Pronunciation (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.2.5 Change on Request (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.3.5 Help (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.
3.3.6 Error Prevention (All) (Level AAA)	Not Evaluated	Success Criteria was not evaluated during audit.

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN WEVIDEO, INC. AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective as of the 15th day of June 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and WeVideo, Inc. (the “Contractor”) executed August 01, 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 July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2023 through July 31, 2024.

3. **Amended Responsibilities.**
 - 3.1. Within section 2.1 add the language which is underlined:

The Contractor shall make its cloud-based, collaborative video creation platform and its Playposit online technology tool available to the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).
 - 3.2. Amend Exhibit A with Playposit’s description and technical data information, hereby attached as Exhibit A-1 and made part of this Agreement.
 - 3.3. Exhibit B is hereby deleted in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Price Quote/Proposal #WVS1405687, hereby attached to this First Amendment and made part of the Agreement.
 - 3.5. Within section 2.2 delete the term and replace with the following which is underlined
 - 3.6. The cost for the Services for the 2023-2024 term shall be as set forth on the attached Exhibit B for a rate of Seventy-Two Thousand, Three Hundred and Ninety-Nine Dollars and Ninety-Four Cents (\$72,399.94), due and payable by the District thirty (30) days after receipt of Contractor’s Invoice.
 - 2.2.1 Pricing for further purchase of Services shall not exceed the rates in Exhibit B.

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.

WEVIDEO, INC.

POUDRE SCHOOL DISTRICT R-1

By: *David Lahey*
David Lahey (Jun 21, 2023 13:31 PDT)

David Lahey
Chief Customer Officer

By: *R. David Montoya*

R. David Montoya
Chief Finance Officer

By: *Kate A. Canine*

Kate Canine
Director of Teaching and Learning

Exhibit A-1



Introduction

PlayPosit's platform is increasing the quality of and engagement in everyday learning through the creation and sharing of interactive video. PlayPosit streamlines teacher productivity and provides instructors with game-changing analytics to understand the needs of their students as they learn. We are solving the problem of video learning being a one-way street by providing instructors with ten different interactions with which they can make educational videos interactive in a consolidated, intuitive, and student-friendly platform. All in all, PlayPosit transforms traditionally passive educational content into an active experience for learners, fostering deeper engagement with the material and a more productive learning environment overall. As an additional component of our platform, we built a PD layer to empower admin to use interactive video for more engaging and 21st century aligned professional development with staff. We also provide integrations with LMS's like Schoology and Google Classroom to ease workflow issues and custom-tailored supports around succession planning, curriculum mapping at the district level and training re: curriculum creation, mapping, execution and execution.

The three-year, institutional license Poudre School District is securing with us costs \$42,000.

Personally Identifiable Information Collection

PlayPosit collects the following personally identifiable information from users:

1	Student First name	Required to support product functionality
2	Student Last name	Required to support product functionality
3	Student Email	Required to support product functionality
4	Student answers to questions within PlayPosit	Required to support product functionality
5	Instructor Phone number (optional)	Optional
6	Course registration associations	Required to support product functionality
7	Instructor First name	Required to support product functionality
8	Instructor Last name	Required to support product functionality
9	Instructor Email	Required to support product functionality



10	School Leader Name	Required to support product functionality
11	School Leader Email	Required to support product functionality
12	School Name	Required to support product functionality
13	Browser Type	User research to improve experience
14	Machine Model	User research to improve experience
15	Access Time	User research to improve experience
16	Referring URLs	User research to improve experience
17	Page Views	User research to improve experience
18	IP Address	User research to improve experience
19	Device ID	User research to improve experience
20	Device Type and OS	User research to improve experience

Third Party Vendors

PlayPosit does not share information with any third parties, excluding hosting and storage services. PlayPosit hosts all services and stores all data on Microsoft Azure for the purpose of hosting and delivering its web services and storing data related to its web services.

Exhibit B



3/9/2023 16:50:15

quote number: WVS1405687

page 1 of 2

price quote/proposal

remit payment to

WeVideo Inc.
 1975 W. El Camino Real - Suite 202
 Mountain View, CA 94040
 Fax: 408-819-9441
 650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Rosie Rosales
 T&L Facilitator - EdTech & Literacy
rnavejas@psdschools.org
 970-218-4895
 Poudre School District R-1
 2407 Laporte Avenue
 Fort Collins, CO 80521

Date: 3/9/2023
 Quote Expires: 7/17/2023

WeVideo Contact:
 Dena Dellere
dena@wevideo.com

Notes:

Poudre School District R-1 is presented with the following PlayPosit (All District) + WeVideo (15000 users) subscription price proposal. With this agreement, Poudre School District R-1 is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Poudre School District R-1 receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Poudre School District R-1 below:

Product/Description	Total Extended Price
PlayPosit Annual Subscription	\$35,788.00
Annual Subscription 2023-2024 Academic Year -One LMS LTI integration -One private video host integration -One admin dash -Private media library -Private learning object management system -Playlist with certificates -Playposit POC for regular meetings and one customized virtual training session -Will not include Peer Review	
Additional features added: None	
<input checked="" type="checkbox"/> HLS 5K Minute Block	\$1,200.00
WeVideo Annual Subscription	\$35,411.94
	Subtotal \$72,399.94
Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption	Tax (exempt?)
	Total \$72,399.94

Quote is valid for terms as stated above and below.

All prices in United States Dollars (\$)

SECTION I - term length and subscription term discount options (CHECK ONE):

<input type="checkbox"/>	Purchase 12 months/1 year district wide year subscription	rate of:	\$72,399.94	
<input type="checkbox"/>	Purchase 24 months/2 year district wide year subscription	prepay:	\$130,319.89	and save 10% on license*
<input type="checkbox"/>	Purchase 24 months/2 year district wide year subscription	billed annually:	\$144,799.88	or \$72,399.94 per year
<input type="checkbox"/>	Purchase 36 months/3 year district wide year subscription	prepay:	\$184,619.85	and save 15% on license*
<input type="checkbox"/>	Purchase 36 months/3 year district wide year subscription	billed annually:	\$217,199.82	or \$72,399.94 per year
<input type="checkbox"/>	Purchase 48 months/4 year district wide year subscription	prepay:	\$231,679.81	and save 20% on license*
<input type="checkbox"/>	Purchase 48 months/4 year district wide year subscription	billed annually:	\$289,599.76	or \$72,399.94 per year
<input type="checkbox"/>	Purchase 60 months/5 year district wide year subscription	prepay:	\$271,499.78	and save 25% on license*
<input type="checkbox"/>	Purchase 60 months/5 year district wide year subscription	billed annually:	\$361,999.70	or \$72,399.94 per year

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

SECTION II - Additional Features (check all that apply)

We are interested in adding the following additional features to our PlayPosit subscription. Please add to your PO, or ask your sales manager to add to quote.

<input type="checkbox"/>	Playlist	\$500
<input type="checkbox"/>	Peer Review	\$500



3/9/2023 16:50:15

quote number: WVS1405687

page 2 of 2

price quote/proposal page 2 of 2

school/district Poudre School District R-1

contact Rosie Rosales

WeVideo contact: Dena Dellere dena@wevideo.com

ar@wevideo.com

1975 West Camino Real Suite 202

sales@wevideo.com

Mountain View, CA 94040

Fax: 408-819-9441

Ph: 650-800-3403

Quote Expires:

7/17/2023

SECTION III - is a purchase order required to send an invoice to Poudre School District R-1 (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote.
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION IV - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name Poudre School District R-1

Main Point of Contact First Name

Main Point of Contact Last Name

Main Point of Contact Email

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payable Phone Number

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 4 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name _____

Print Title

**SOFTWARE SERVICES AGREEMENT
BETWEEN WEVIDEO, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (the “Agreement”) is effective as of the 20th day of April 2022, by and between Poudre School District R-1 (the “District”) and WeVideo, Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2022 and continue through and including July 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 upon written notice to the Contractor for each one-year term.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its cloud-based, collaborative video creation platform available to the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for the Services as set forth on the attached Exhibit B is Twenty-Eight Thousand, Six Hundred and Eighty-Six Dollars and Fifty-One Cents (\$28,686.51), due and payable by the District thirty (30) days after receipt of Contractor’s Invoice.

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

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

2.5. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. “IP

Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

3. **Definitions.**

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

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

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

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

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

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-

copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 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 Agreement disclose confidential student records and information to (a) Amazon Web Service (“Subcontractor”) pursuant to written subcontract specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor 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 subcontract Subcontractor 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 Subcontractor 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 Subcontractor re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractor shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District’s possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to 206 (“CORA”). The District, not the Contractor or Subcontractor, 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 as 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 Subcontractor 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 Subcontractor from future contracts and subcontract with the District.

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

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

WeVideo, Inc.
Attn: Krishna Menon
149 Commonwealth Drive, Suite 2118
Menlo Park, CA 94025
Email: krishna@wevideo.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

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 Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

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 Contract 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

WEVIDEO, INC.

POUDRE SCHOOL DISTRICT R-1

By: *Krishna Menon*

Krishna Menon
Chief Executive Officer

By: *R. David Montoya*

R. David Montoya
Executive Director of Finance

By: *Kate J. Canine*

Kate Canine
Director of Professional Development

Exhibit A



149 Commonwealth Dr. Ste. 2118
Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com
Fax: 408-819-9441

To:

June 2, 2017

Kimberly Lodge
Cc: Adam McBride

WeVideo contact:
Atanas Bakalov

Poudre School District
2407 Laporte Avenue
Fort Collins, CO 80521
Phone: (970) 482-7420
klodge@psdschools.org
Cc: amcbride@psdschools.org

At Poudre School District's request, WeVideo is pleased to provide Poudre School District with the following information related to WeVideo's data privacy practices and policies:

1. Detailed specific description of the product. It should not include wording such as "most used" or "used by x amount of schools", it should be specific to the product only and no sales.

Poudre School District will have access to the **WeVideo for Schools** service. WeVideo for Schools is a cloud-based, collaborative video creation platform. Anyone can access WeVideo, from any computer or device at school, home, work, or on the go to capture, edit, view and share videos with secure storage of their content in the Cloud. The WeVideo for Schools product includes privacy controls for COPPA and FERPA compliance, GAFE and Google Drive integrations, third-party integrations, including YouTube, Vimeo, and Google Classroom, system administration functionality with tiered permissions controls, and classroom-management capabilities for teachers.

WeVideo is a Google for Education partner and is the exclusive digital storytelling solution for Google's Education Creative Bundle for Chromebooks. WeVideo is also a Microsoft Education Partner. WeVideo provides extensive support resources including a global network of WeVideo Education Ambassadors, training tutorials through WeVideo Academy, and professional development options.

More information is available at <https://www.wevideo.com/assets/Edu+Brochure.pdf> and on wevideo.com/education.

2. Provide a full price quote broken out for the full length of the requested time of use.

See separate PDF attachment.



149 Commonwealth Dr. Ste. 2118
Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com
Fax: 408-819-9441

3. What student personally identifiable information (data) is collected through the use of the system?
 1. List all PII that is collected, maintained, generated, or inferred through use of service. This includes information created or collected by the company.
4. What is the purpose for collecting student personally identifiable data?

WeVideo gathers potentially personally-identifying and personally-identifying information based on the nature of the product interaction. Options are available to only use false/placeholder information for user accounts but syncing methods and SSO are not viable in that case.

The information collected is used for the following purposes:

- to provide and improve our Services
- to administer the use of our Services
- to personalize and improve the user experience

Data Collected	Reason
Student First and Last Name	Required to support product functionality
Student Email Address	Required to support product functionality
Student Password	Required to support product functionality
Teacher First and Last Name	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher Password	Required to support product functionality
School Name	Required to support product functionality (to identify school network)
Browser Type	Used to check compatibility requirements
IP Address	User research to improve WeVideo experience and handle abuse
Device Type and OS	Used to check compatibility requirements

5. What third-parties does the vendor share information in any format?
 1. This includes storage and vendors receiving encrypted data.
6. What is the purpose of these third-party vendors?

WeVideo's cloud-based services are hosted on Amazon Web Service (AWS). In addition, the physical content is stored on Amazon S3 storage and delivered using Akamai as the Content Delivery Network (CDN).



149 Commonwealth Dr. Ste. 2118
Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com
Fax: 408-819-9441

A comprehensive list of third-party providers and their privacy policies is included below:

Amazon Web Services	https://aws.amazon.com/agreement/	Hosting WeVideo app servers, data storage/distribution (Cloudfront and S3) and database system.
Akamai	https://www.akamai.com/us/en/privacy-policies/	Delivering content through service faster
Filepicker	https://www.filestack.com/privacy	Uploading user media from certain external services (can be disabled in admin tab) (not used for google drive/onedrive or dropbox)
Google Analytics	http://www.google.com/intl/en/policies/privacy/	Analytics on our websites
Indicative	https://www.indicative.com/privacy/	Monitoring our performance metrics
Fullstory	https://fullstory.com/legal/privacy	Collecting data for user experience improvement
Optimizely	https://www.optimizely.com/privacy/	Testing different versions of WeVideo website (A/B testing)
Fabric.io	https://fabric.io/terms	Logging errors that occur on mobile apps
TrackJS	https://trackjs.com/privacy/	Logging errors that occur on our web apps
Hubspot	http://legal.hubspot.com/privacy-policy	Sending email updates to teachers and parents
Zendesk	https://www.zendesk.com/company/customers-partners/privacy-policy/	Hosting of knowledge base and support agent service

Exhibit B

price quote/proposal page 2 of 2

school/district Poudre School District

contact Judy Kinner

WeVideo contact: Dena Dellere dena@wevideo.com

ar@wevideo.com

1975 West El Camino Real Suite 202

sales@wevideo.com

Mountain View, CA 94040

Fax: 408-819-9441

Ph: 650-800-3403

Quote Expires:

4/30/2022

SECTION IV - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

WeVideo account admin/owner **Name**

(who will log-in/manage the WeVideo account)

Admin/owner **Email**

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact

Accounts Payable Email

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Date

Print Name

Print Title

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date

Signature: *R David Montoya*

Email: davem@psdschools.org






Wevideo - Second Amendment - 2024-2025 - Agreement - Final - Partially Signed

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
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"Wevideo - Second Amendment - 2024-2025 - Agreement - Final - Partially Signed" History

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