

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

This Software Services Agreement (“Agreement”) is entered into this 20th day of May 2024, by and between Poudre School District R-1 (the “District”) and Pixton Comics, 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, 2024 and continue through and including July 31, 2025, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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

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

2. Deliverables and Purchase Price.

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

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

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

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

Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

- 2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.4.2. Site-based credit cards shall be permitted for payment.
- 2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

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

- 2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.5.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.5.4. Invoices shall be sent to ap@psdschools.org.
- 2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

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

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

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

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

3. **Definitions.**

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

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

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

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

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

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

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

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

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and

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

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

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

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

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

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

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

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

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

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

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

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

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Pixton Comics, Inc.
Attn: Clive Goodinson
PO Box 123
Qualicum, BC, Canada V9K 1S7
Email: clive@pixton.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Commercial General Liability

Minimum Limits

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

Technology Errors and Omissions Liability

Minimum Limits

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

The insurance shall provide coverage for:

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

13. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any

and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

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

15. **General Provisions.**

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

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

15.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.

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

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

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

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

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

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

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

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

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

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

15.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.


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

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

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

PIXTON COMICS, INC.

POUDRE SCHOOL DISTRICT R-1

By: 

Clive Goodinson
Chief Executive Officer

By: R David Montoya

R. David Montoya
Chief Finance Officer

By: Kate Canine

Kate Canine
Director of Professional Learning

Exhibit A



What data does Pixton collect from teachers and/or students?

Category of Data	Elements	Description	Purpose
Application Metadata	IP address		Used to determine user's country of origin
	Use of cookies, local storage		Temporary storage of logged-in user session data
	Device type, OS, browser type and version		Used to determine whether browser supports the app
Application Use Statistics	Meta data on teacher interaction with application		May be analyzed to provide customer support to teachers, or to help improve product useability
Communications	Teacher comments to students		Allow teachers to provide written feedback to students within the app
Demographics	Gender	As selected by user during avatar creation	Gender selection influences what other options are available for the avatar (eg. outfits)
Enrollment	Student grade level	Specified by teacher when setting up a classroom	Used to set avatar age, and to customize messaging from app to teacher
Student Contact Information	Email address	Teacher chooses whether or not to submit students' email addresses	Used for single sign-on authentication only
Student Identifiers	Student app username	Teacher chooses whether or not to generate student usernames	Used for student authentication only
	Student app passwords	Teacher chooses whether or not to use a "login link" which acts, together with student usernames, as a proxy for student passwords	Used for student authentication only
Student Name	First and/or Last	Teacher chooses whether or not to submit students' real names	Used to identify user's avatar to other users within the same "classroom" group



Pixton Comics // Teacher and Student Data Elements

Student Work	Student generated content; writing, pictures, etc.	Student-generated avatar and comics	within the app Student can select backgrounds, characters, outfits, poses, facial expressions to create comic panels; students can also freely input text into captions and speech / thought bubbles; student or their teacher can print, download, or share student comics via a link.
Teacher Contact Information	Email address		Used for single sign-on authentication only
Teacher Name	First and/or Last		Used to identify user's avatar and/or comments to student users within the same "classroom" group within the app
Teacher Work	Teacher generated content; writing, pictures, etc.		Teacher can select backgrounds, characters, outfits, poses, facial expressions to create comic panels; teachers can also freely input text into captions and speech / thought bubbles; teachers can print, download, or share their comics via a link.

What data does Pixton share with third parties, and which third parties?

Third Party	Data Shared	Purpose
Google Analytics	Teachers only; non-personal information only	Used in aggregate to track usage of the site; used to look up the usage history of a particular user, based on user SWID, for the purposes of customer support and useability analysis
Heap.io	Teachers only; email address	Used to track and analyze use of the Pixton marketing website and/or web app, for the purposes of making improvements to the product.
Hubspot.com	Teachers only; email address and name; communications between teacher and Pixton	Used to provide customer support to teachers; solicit feedback from teachers; send Pixton-specific messages to teachers
Stripe.com	Teacher email address and name	Used to process credit card payments from teachers, and to manage paid subscriptions
Amazon Web Services	All account-related data; encrypted in transit and at rest	Used to host website and app, and to store all account-related data; data stored in Canada

Exhibit B



Official Quote

ANNUAL EDUCATOR ALL-ACCESS LICENSE

Date: March 7, 2024

Quantity: 100 educator(s) / unlimited students

Annual price: \$7,200.00 USD

(This quote is valid for 90 days)

Requested by:

Dawn Donahue

ddonahue@psdschools.org

Poudre

2407 LaPorte Ave., Fort Collins

CO, United States 80524

Vendor Information:

United States FEID #: 98-0621564

Download W-9: [Download our W-8BEN-E form](#) (equivalent to a W-9 for non-US vendors)

Legal Name: Pixton Comics Inc.

Remittance Address: PO Box 123, Qualicum Beach, BC, Canada V9K 1S7

Email: support@pixton.com

Reference #: PIX-37708028-USD

Next Steps

Optional: [Generate a quote for a different amount](#)

Optional: Forward this quote to your administrator or accounts payable department for processing

Step 1: Generate an invoice using your preferred payment method below.

Step 2: Receive invoice after 1 hour. Pay invoice, receive license join link.

Step 3: Share your join link with teachers. This link is required for teachers to be activated on the license.

Step 1. Generate an Invoice

To generate an invoice, select a payment option below. You will be taken to a pre-filled form to confirm billing information. If you have a purchase order, you will be able to upload it to the form. **Once submitted, please allow one hour for your invoice to be created. Please do**

not submit the form more than once.

Pay by Credit Card

Submit a purchase order
to pay by cheque / ACH

Submit a purchase order
to pay by wire transfer

[\(?\) Get help paying by
credit card](#)

[\(?\) Get help paying by
check / ACH](#)

[\(?\) Get help paying by
wire transfer](#)

**Wire Transfer fee of
\$25 will be added
to invoice**

Step 2. Receive and Pay Invoice

Important: Once payment submitted, please allow one hour for your invoice to be created. Please do not submit the form more than once.

Your invoice will be sent to the email provided with your billing information.

Credit Card

Pay invoice. You will receive access as soon as the invoice is paid.

Mail a Cheque

You will receive access as soon as your invoice has processed (approx. 1 hour after submitting invoice form.)

Wire Transfer

Please send proof of the transfer to support@pixton.com and we will activate the license for you.

Step 3. Receive and Distribute Join Link

You will receive your license join link based on the information in Step 2.

Please copy that join link, and provide it to the teachers who will be using the license. Those teachers will need to log into their accounts from that link, and then will automatically have full access.

Note: Anyone who logs in through that link will take up a seat on the license.

Exhibit C

Pixton Comics Inc. Accessibility Conformance Report WCAG Edition

(Based on VPAT[®] Version 2.4)

Name of Product/Version: Pixton (Educator/Student version)

Report Date: May 2, 2022

Product Description: A web app for making avatars and comic strips (<https://www.pixton.com>)

Contact Information: clive@pixton.com

Notes: Product conforms to Level AA

Evaluation Methods Used: WAVE, Landmarks, and other accessibility assessment extensions for Chrome

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
--------------------	--------------------

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

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

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.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1.1 Non-text Content (Level A)	Web: Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Web: Supports	
1.2.2 Captions (Prerecorded) (Level A)	Web: Partially Supports	Web: One of our video hosting platforms does not provide closed captioning capabilities. We are working to source an alternative video platform for the affected videos. Note also that videos are not an integral component of our product.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Web: Partially Supports	Web: The number of videos embedded in our product is small, and generally videos reiterate content found in text on the same page.
1.3.1 Info and Relationships (Level A)	Web: Supports	
1.3.2 Meaningful Sequence (Level A)	Web: Supports	
1.3.3 Sensory Characteristics (Level A)	Web: Supports	
1.4.1 Use of Color (Level A)	Web: Supports	
1.4.2 Audio Control (Level A)	Web: Supports	Web: Not applicable; product contains no such content.
2.1.1 Keyboard (Level A)	Web: Partially Supports	Web: All user interface elements can be reached with the TAB key and selected with the ENTER key, however some elements do not visually reflect focus due to limitations of the UI library used. We are in the process of upgrading the UI library.
2.1.2 No Keyboard Trap (Level A)	Web: Supports	
2.2.1 Timing Adjustable (Level A)	Web: Supports	Web: Not applicable; the product does not include time limits.
2.2.2 Pause, Stop, Hide (Level A)	Web: Supports	Web: Not applicable; the product does not contain moving, blinking, scrolling, or automatically updating information.
2.3.1 Three Flashes or Below Threshold (Level A)	Web: Supports	Web: Not applicable; product contains no flashing content.

Criteria	Conformance Level	Remarks and Explanations
2.4.1 Bypass Blocks (Level A)	Web: Supports	Web: Not applicable; the product does not contain repeating blocks of information.
2.4.2 Page Titled (Level A)	Web: Supports	
2.4.3 Focus Order (Level A)	Web: Supports	
2.4.4 Link Purpose (In Context) (Level A)	Web: Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Web: Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Web: Supports	
2.5.3 Label in Name (Level A 2.1 only)	Web: Supports	
2.5.4 Motion Actuation (Level A 2.1 only)	Web: Supports	
3.1.1 Language of Page (Level A)	Web: Supports	
3.2.1 On Focus (Level A)	Web: Supports	
3.2.2 On Input (Level A)	Web: Supports	
3.3.1 Error Identification (Level A)	Web: Partially Supports	Web: In some contexts, a descriptive error message is displayed, however the corresponding input element is not highlighted.
3.3.2 Labels or Instructions (Level A)	Web: Supports	
4.1.1 Parsing (Level A)	Web: Supports	
4.1.2 Name, Role, Value (Level A)	Web: Partially Supports	Web: Name, role and value exist wherever we have control over it. In some parts of our product they do not exist, because the third party providing the service does not offer the option to include it.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Web: Supports	Web: Not applicable; the product does not contain live content.

Criteria	Conformance Level	Remarks and Explanations
1.2.5 Audio Description (Prerecorded) (Level AA)	Web: Partially Supports	Web: Videos are not an integral component of our product. Including audio descriptions is on our roadmap.
1.3.4 Orientation (Level AA 2.1 only)	Web: Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Web: Supports	
1.4.3 Contrast (Minimum) (Level AA)	Web: Supports	
1.4.4 Resize text (Level AA)	Web: Supports	
1.4.5 Images of Text (Level AA)	Web: Supports	
1.4.10 Reflow (Level AA 2.1 only)	Web: Supports	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Web: Supports	
1.4.12 Text Spacing (Level AA 2.1 only)	Web: Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Web: Supports	
2.4.5 Multiple Ways (Level AA)	Web: Supports	
2.4.6 Headings and Labels (Level AA)	Web: Supports	
2.4.7 Focus Visible (Level AA)	Web: Partially Supports	Web: Some interface components do not visually reflect the focus state. We will be able to address the issue once we've upgraded our UI library to the latest version
3.1.2 Language of Parts (Level AA)	Web: Supports	
3.2.3 Consistent Navigation (Level AA)	Web: Supports	
3.2.4 Consistent Identification (Level AA)	Web: Supports	
3.3.3 Error Suggestion (Level AA)	Web: Supports	Web: Not applicable; the core product is not able to suggest error corrections (e.g., grammatical, or compositional mistakes).
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Web: Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Web: Supports	

Signature: 

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Signature: 

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Pixton Comics - Professional Development - 2024-2025 - Agreement - Vendor Signed

Final Audit Report

2024-07-09

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