FOURTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN THINGLINK INC.
AND POUDRE SCHOOL DISTRICT R-1

This Fourth Amendment ("Amendment") effective as of the June 17, 2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and ThingLink Inc. (the "Contractor"), executed September 15, 2021, the First Amendment to the Agreement executed April 13, 2022, the Second Amendment to the Agreement executed April 12, 2023, and the Third Amendment to the Agreement executed April 25, 2024, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment, the Second Amendment or the Third Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.** At the conclusion of the term dated July 30, 2025, 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, 2025, through July 31, 2026.

3. **Amended Responsibilities.**

    3.1. Exhibit A is deleted hereby in its entirety.

    3.2. Replace Exhibit A with Contractor's PSD Student Data Information Request for Software Services and Schedule of Data to be Collected for Learning Site Access, hereby attached to this Fourth Amendment and made part of this Agreement.

    3.3. Exhibit B is deleted hereby in its entirety.

    3.4. Replace Exhibit B with Contractor's quote in accordance with the pricing as set forth on the attached Exhibit B, hereby attached to this Fourth Amendment and made part of this Agreement. The pricing in this quote will remain the same for any additional districtwide orders.

    3.5. Add Exhibit C with Contractor's Accessibility Conformance Report WCAG Edition, hereby attached to this Fourth Amendment and made part of this Agreement.

    3.6. Section 10, Insurance, is deleted hereby in its entirety.

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

4. **Special Provisions.**

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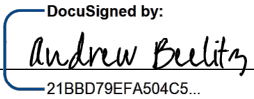
5. **General Provisions.**

5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fourth Amendment as of the Effective Date.
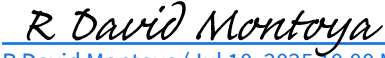
THINGLINK INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____
R David Montoya (Jul 10, 2025 10:00 MDT)

Andrew Beelitz   R. David Montoya
Director of Operations   Chief Finance Officer
ThingLink, Inc

7/3/2025 | 9:14:59 AM PDT

By:_____
Julie Chaplain (Jul 10, 2025 09:35 MDT)

Julie Chaplain, PhD
Assistant Superintendent

Exhibit A

Poudre School District

Clear Form

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

   ThingLink is an online platform for creating interactive and immersive content. It allows teachers and students to upload images, videos, 360-degree images and 3D models, then add a layer of interactive hotspots that can feature text, images, links, videos, audio clips, embedded external content and more. Users can transform their media to create projects that include multi-media interactivity.

2. What student data is collected through use of the system?
   - *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

   ThingLink collects and processes the following categories of student data: profile information (username/name, email address, password, profile picture (optional); third-party identfiers if the organization users third-party rostering tools); user-generated content (i.e. content uploaded to ThingLink); technical information & activity logs.

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

The data is used solely to render and provide the service, and to maintain security of the platform.

4. What third parties does the company partner with who may receive student data in any format?
   - *This includes storage and vendors receiving encrypted data.*

Amazon Web Services; Microsoft Corporation (via Microsoft Azure); Fastly, Inc.; Cloudlfare, Inc.; ZenDesk, Inc.; Sinch Sweden AB (via Mailgun).

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

Amazon Web Services: hosting provider, data storage provider. Microsoft Corporation: hosting provider, data storage provider. Fastly, Inc. and Cloudflare, Inc: content delivery network (process user-generated content and IP address only). ZenDesk, Inc.: helpdesk software; ZenDesk processes student data only if the the student contacts ThingLink's support team, or their data is shared by a teacher. Sinch Sweden AB (via Mailgun): email service provider.

6. Please provide:
   - Current quote (if available)

   - Tiered pricing for future purchases

   - Name and email for contract notices
     Madison Stoneburner; madison@thinglink.com

   - Name and title of person who will sign the contract
     Andrew Beelitz; Managing Director, N.A.

   - Does the system allow integration for rostering?

     ☑ Yes ☐ No

     If the above answer is yes, how is it completed?
     ThingLink supports rostering via Google Single Sign-On and Google Classroom integrations.

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

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

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

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

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

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

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

Exhibit B

Email	Name	School	Software Product	Number of Licenses Rec	Unit Price	Total Cost	Account/Budget Code for Purchase	Confirmed
akirven@psdschools.org	Anne Kirven	Professional Learning Department	Thinglink	2	$19.50	$39.00	1-62A-40-6124-053596-00	Y
akirven@psdschools.org	Anne Kirven	Curriculum - Julie Woolner	Thinglink	1	$19.50	$19.50	1-630-40-4655-053596-00	Y
miken@psdschools.org	Michael Nichols	Fossil Ridge High School	Thinglink	149	$19.50	$2,905.50	1-345-44-4432-053596-34	y
rherd@psdschools.org	Robin Herd	Poudre Global Academy	Thinglink	1	$19.50	$19.50	1.461.29.4044 053596.00	Y
		IT Inventory Clearing	Thinglink	47	$19.50	$916.50	1-680-74-3700-053596-00	Y

| | | | | | | Total: | $3,900.00 | |

Exhibit C

ThingLink Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.5)

Name of Product/Version:

ThingLink (www.thinglink.com)

Report Date:

09.01.2025

Product Description:

ThingLink (www.thinglink.com) is an online platform that allows creation of interactive images, videos, 360° media and learning scenarios that can be shared online.

Contact Information:

support@thinglink.com

Notes:

ThingLink is first and foremost an authoring tool designed for creating interactive visual media. While ThingLink provides a number of solutions designed to support creation of accessible content, the accessibility of the final result still depends on the content creator. This statement does not

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

apply to the whole website but rather the special viewing mode of interactive visual media available to the end viewer called *accessibility player*.
Additional notes and guidelines are available in the [help center](#).

The claim applies only to the accessibility player for images, videos, 360° images and learning scenarios made and hosted on ThingLink. This is limited to all URLs that fit the following structure: https://app.widgets.thinglink.com/accessibility/* or https://www.thinglink.com/view/scenario/*/accessibility, where * stands for unique content ID. Example: https://app.widgets.thinglink.com/accessibility/1205257932048957445.

Evaluation Methods Used:

Testing with assistive technologies; testing is based on knowledge of general product functionality

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 Level AAA - No
[Web Content Accessibility Guidelines 2.2](#)	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 only be used in WCAG Level AAA criteria.

WCAG 2.2 Report

Note: When reporting on conformance with the WCAG 2.2 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.2 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	All non-text content has either auto-generated or user-generated text alternatives. See documentation here.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	Users can provide alternatives for time-based media.
1.2.2 Captions (Prerecorded) (Level A)	Supports	Users can upload captions to pre-recorded videos.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	Users can provide audio alternatives for all content.
1.3.1 Info and Relationships (Level A)	Supports	Information, structure, and relationships can be determined programmatically when using assistive tools.
1.3.2 Meaningful Sequence (Level A)	Supports	Reading sequence can be determined programmatically. It can be customized by the content author via content settings.
1.3.3 Sensory Characteristics (Level A)	Supports	While ThingLink content relies primarily on visual clues, active elements can be labeled and can distinguished by more than one sensory characteristic.
1.4.1 Use of Color (Level A)	Supports	Color is not used as the only visual means of conveying information in the default user interface.
1.4.2 Audio Control (Level A)	Supports	In all cases where ThingLink content uses audio, the viewer can either turn off the audio or stop the playback completely.
2.1.1 Keyboard (Level A)	Supports	
2.1.2 No Keyboard Trap (Level A)	Supports	Keyboard controls are designed in such a way that focus can be moved away from any component using only a keyboard interface.
2.1.4 Character Key Shortcuts (Level A 2.1 and 2.2)	Not applicable	Character key shortcuts are not implemented.
2.2.1 Timing Adjustable (Level A)	Supports	Built-in functionality does not set time limits, or the time limit is essential. In all cases the timing is controlled by the content author.
2.2.2 Pause, Stop, Hide (Level A)	Supports	Auto-updating information can be paused.

Criteria	Conformance Level	Remarks and Explanations
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	ThingLink's default web page designs do not contain any elements that exceeds the flash threshold.
2.4.1 Bypass Blocks (Level A)	Supports	Default web page designs do not contain navigational blocks that need to be bypassed.
2.4.2 Page Titled (Level A)	Supports	All pages have titles. Page titles are based on content titles and can be modified by the content author.
2.4.3 Focus Order (Level A)	Supports	Focusable components receive focus in an order that preserves meaning and operability. Focus order can be further customized by the content author via content settings.
2.4.4 Link Purpose (In Context) (Level A)	Supports	Each link in user-generated content can be given a short textual description. Default links contain alternative text or other means of determining link purpose in context.
2.5.1 Pointer Gestures (Level A 2.1 and 2.2)	Supports	Built-in functionality does not rely on multipoint or path-based gestures or can be operated with a single pointer.
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2)	Supports	
2.5.3 Label in Name (Level A 2.1 and 2.2)	Supports	
2.5.4 Motion Actuation (Level A 2.1 and 2.2)	Not applicable	No built-in functionality relies on motion controls.
3.1.1 Language of Page (Level A)	Supports	
3.2.1 On Focus (Level A)	Supports	Changes of context do not happen on focus and require user input (e.g. 'Enter' keystroke after shifting focus).
3.2.2 On Input (Level A)	Supports	In most cases, the user is warned that their input may lead to change of context. In cases where this does not happen automatically, content creators can add their own warnings.
3.2.6 Consistent Help (Level A 2.2 only)	Supports	All pages within the accessibility player use the same layout, so help buttons appear in consistent locations.
3.3.1 Error Identification (Level A)	Supports	All input errors refer special or generic error messages, unless the content creator choose not to provide an

Criteria	Conformance Level	Remarks and Explanations
		error message on incorrect input (in e.g. open or multiple-choice questions).
3.3.2 Labels or Instructions (Level A)	Supports	All input fields have a default label, or the content creator is given an opportunity to provide their own instructions.
3.3.7 Redundant Entry (Level A 2.2 only)	Supports	
4.1.1 Parsing (Level A) WCAG 2.0 and 2.1 – Always answer 'Supports' WCAG 2.2 (obsolete and removed) - Does not apply	Does not apply	For WCAG 2.0 and 2.1, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata.
4.1.2 Name, Role, Value (Level A)	Supports	Name, role and value of all user interface elements can be determined programmatically.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not applicable	The product does not support live audio or video content (unless the live content is coming from an embedded third-party tool).
1.2.5 Audio Description (Prerecorded) (Level AA)	Supports	See notes for 1.2.3
1.3.4 Orientation (Level AA 2.1 and 2.2)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Supports	
1.4.3 Contrast (Minimum) (Level AA)	Supports	Content creators can set the color for most objects. In cases where content creators cannot affect the contrast, we ensure that the requirements are met. The viewers can also use the built-in tool to change contrast.
1.4.4 Resize text (Level AA)	Supports	Text can be resized using built-in tools.

Criteria	Conformance Level	Remarks and Explanations
1.4.5 Images of Text (Level AA)	Supports	The product permits use of images of text but does not use them. Authors should avoid images of text when creating content.
1.4.10 Reflow (Level AA 2.1 and 2.2)	Supports	
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Supports	Default user interface elements have a contrast ratio of at least 3:1. Contrast for user-generated content and default UI controls can be adjusted via the accessibility menu.
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Supports	Text spacing can be adjusted via the accessibility menu.
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Not applicable	Receiving and then removing pointer hover or keyboard focus does not trigger any additional content.
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	Focus indicator is always visible when using the keyboard controls.
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Supports	
2.5.7 Dragging Movements (Level AA 2.2 only)	Supports	
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Supports	Default interface elements meet the recommended minimum size.
3.1.2 Language of Parts (Level AA)	Partially supports	
3.2.3 Consistent Navigation (Level AA)	Supports	Navigational controls that are repeated on multiple Web pages occur in the same relative order.
3.2.4 Consistent Identification (Level AA)	Supports	Components with similar functionality share the same or similar programmatic labels to help assistive tools identify them correctly. In addition, content creators can use the same (or similar) icons for components with similar purpose, e.g. use the arrow icons for tour navigation buttons.
3.3.3 Error Suggestion (Level AA)	Supports	Built-in forms automatically notify user of input errors. Other functionality that supports user input allows the

Criteria	Conformance Level	Remarks and Explanations
		content creator to provide a customizable error message.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The built-in tools are not designed for collecting legal or financial data. For other data (such as user test responses), the user can review and correct information before submission.
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)	Supports	Content can be configured in a way that does not require authentication. If the content is configured to require authentication, there are authentication methods that do not require a cognitive function test, and methods that require a cognitive function test rely on object recognition.
4.1.3 Status Messages (Level AA 2.1 and 2.2)	Not applicable	Status messages are not implemented.

Table 3: Success Criteria, Level AAA

Notes: not included in the report.

Legal Disclaimer (Company)

The information contained in this document represents the current view of

ThingLink Oy on the issues discussed as of the date of publication. It is made available for

information purposes only. ThingLink cannot guarantee the accuracy of any information

presented in this statement, or any information made available after the date of publication.

ThingLink regularly updates its website with new information about the accessibility its product

as that information becomes available.

This document includes material copied from or derived from the Web Content Accessibility Guidelines (WCAG) 2.02. Copyright © 2023 W3C® (MIT, ERCIM, Keio, Beihang). This document is not the Web Content Accessibility Guidelines (WCAG) and should not be used as a substitute for it. Excerpts of WCAG are referenced solely for purposes of detailing ThingLink's conformance with the relevant provisions. A full and complete copy of the Guidelines is available from the W3C WAI.

Exhibit D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A-VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider 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 Provider has assumed in section 11.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

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

THIRD AMENDMENT TO
SOFTWARE SERVICES AGREEMENT
BETWEEN THINGLINK INC.
AND POUDRE SCHOOL DISTRICT R-1

This Third Amendment ("Amendment") dated the April 25, 2024 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Thinglink Inc. (the "Contractor"), executed April 25, 2024, the First Amendment to the contract executed April 13, 2022 and the Second Amendment to the contract executed April 12 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Thinglink Inc. Agreement, the First Amendment or the Second Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the 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, 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 30 2025.

3. **Amended Responsibilities.**

   3.1. 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 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, Second Amendment and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

    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 AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

Thinglink Inc.   POUDRE SCHOOL DISTRICT R-1

By: *Andrew Beelitz*
Andrew Beelitz (Jul 16, 2024 16:38 EDT)

Andrew Beelitz
Director of Operations

By: *R David Montoya*
R David Montoya (Jul 11, 2024 09:21 MDT)

R. David Montoya
Chief Finance Officer

By: *Kate Canine*
Kate Canine (Jul 11, 2024 09:07 MDT)

Kate Canine

Director of Teaching & Learning

thınglınk..

ThingLink, Inc.
Contact: Andrew Beelitz, andrew@thinglink.com *Director of Operations*

ThingLink Academic License - District	

Date	April 9, 2024 (Quote Valid for 90 Days)
Customer	**Poudre School District**
Contact	Dawn Donahue, Professional Learning Facilitator, ddonahue@psdschools.org
Product	**ThingLink Academic License - District**
Included features	Image, Video, 360°/VR image, 360°/VR video and 3d object interactive editor (unlimited uploads and shares) Skybox AI 360/VR image generations: up to 1,000 generations **Scenario builder** (unlimited learner scoring assessment in Canvas LTI 1.3) **NEW: AR iOS and Android applications / OSU example** **NEW: Automated content translation** **COMING SOON: Quest ThingLink application** Content engagement statistics & branding removal Unlimited content views per year Covers new admissions, library and other communications teams User management, admin interface, organizational settings Collaboration features, shared folders **Support:** Dedicated account rep, **(1) live admin training and (1) PD session** **Integrations:** Canvas LTI 1.1 & 1.3, Microsoft O365 & SSO, Canva integrations for easy designing of images, **Preloaded content/design tools:** Unsplash integration with 1M+ free images, and ThingLink 360 library
Duration	Annual license: July 31, 2024 - July 31, 2025
Number of Seats	Unlimited content creators (staff, teachers, students)
Payment Terms	30-45 days
Price	**$5,000 / year** **10% off two year license, 15% off three year license available**

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Technical Resources

ThingLink Content Creation Course ([view course](#))

ThingLink webinar bank ([view webinars](#))

Using ThingLink with Microsoft ([support article](#))

Using ThingLink with Canvas LTI 1.1 & 1.3 ([support article](#))

ThingLink Virtual Reality (VR) ([support article](#))

ThingLink Augmented Reality (AR) ([support article](#))

How to capture 360 images for ThingLink ([support article](#))

How to capture 3D models on your phone for ThingLink ([blog post](#))

ThingLink privacy and compliance FAQ ([support article](#))

ThingLink web accessibility statement ([support article](#))

EDU case studies

- [ThingLink Honored as the Top Extended Reality (XR) Firm at the European Metaverse Awards](#)

- [Herstory: UCLan Students Create a Virtual Exhibition on History's Forgotten Women](#)

- [Medical school uses interactive media to recreate realistic emergency scenarios](#)

- [University Post-Grad Field Trips Move Online: Defying Student Expectations With Award-Winning Results](#)

- [College creates realistic simulations in ThingLink for emergency medicine, tourism and business studies](#)

- [Titanic escape room](#)

Core multimedia authoring tool examples:

- [Student creation: women of history](#)
- [Simple interactive image lessons (infographics, maps, labeling, timelines)](#)
- [Safety and equipment training scenario](#)
- [Equipment maintenance and installation training](#)
- [Safety and equipment training scenario builder](#)
- [360/VR images](#)
- [360/VR videos](#)
- [Augmented reality (AR) application](#) & [OSU case study](#)
- [New admissions virtual tour for website](#)

Skybox AI 360/VR image examples:

- Industrial revolution: https://www.thinglink.com/mediacard/1767911388769944038
- French verb lesson: https://www.thinglink.com/view/tour/1725891575881401188
- https://www.thinglink.com/mediacard/1743088502116975460
- https://www.thinglink.com/mediacard/1731076419066266086
- https://www.thinglink.com/video/1715511326303846886

Scenario Builder - branching, learner scoring

- [ThingLink Scenario Builder overview](#)
- **[Safety and equipment training scenario](#)**
- **[Titanic escape room](#)**
- [Fire safety example](#)
- [Entrepreneurship chapter 1](#)

SECOND AMENDMENT SOFTWARE SERVICES AGREEMENT
BETWEEN THINGLINK, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") effective as of the April 12, 2023, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and ThingLink, Inc. (the "Contractor") executed September 15, 2021 and the First Amendment to the Agreement executed April 13, 2022 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

   2.1. 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. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's Quote for ThingLink Enterprise Academic License, hereby attached to this First Amendment and made part of this Agreement.

   3.3. The total cost for the ThingLink Enterprise Academic License on the attached Exhibit B is Five Thousand Dollars and Zero Cents ($5,000.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

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.

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

THINGLINK, INC.   POUDRE SCHOOL DISTRICT R-1

By: _____   By: _____
      Andrew Beelitz   R. David Montoya (Apr 14, 2023 11:24 MDT)

Andrew Beelitz   R. David Montoya
Director of Operations   Executive Director of Finance

4/14/2023 | 6:53:07 AM PDT

                                                   By: _____
                                                         K.Canine (Apr 14, 2023 11:13 MDT)

                                                   Kate Canine
                                                   Director of Teaching and Learning

-2-

Exhibit B

··thinglink··

ThingLink, Inc.
Contact: Andrew Beelitz, andrew@thinglink.com *Director of Operations*

Quote for ThingLink Academic License

Date	March 20, 2023 (Quote Valid for 90 Days)
Customer	**Poudre School District**
Contact	Judy Kinner, jkinner@psdschools.org Rosie Navejas, rnavejas@psdschools.org
Product	**ThingLink Academic License**
Included features	Image, Video, 360°/VR image & video (unlimited uploads and shares) 3D model (unlimited uploads and shares) NEW: Presentation & Tour (coming April 2023) guided viewing modes NEW: Scenario builder with learner data capture in Canvas COMING 2023: AR application for iOS Content engagement statistics & branding removal Unlimited content views per year User management, admin interface, organizational settings Collaboration features, shared folders **Support:** Dedicated account rep, (1) annual live training session ThingLink Certified Creator Course with PD badge & certificate **Integrations:** Canvas LTI 1.1 & 1.3 integrations, Microsoft SSO, OneDrive, Powerpoint, Teams and Sharepoint integrations, Canva, integrations for easy designing of images **Preloaded content/design tools:** Unsplash integration with 1M+ free images, and ThingLink 360 library
Number of Seats	**Unlimited creators and learner data capture in LMS with scenarios**
Duration	Annual license: August 1, 2023 – July 31, 2024
Payment Terms	30 Days Due
Price	**$5,000 / year fixed rate**

Technical Resources

ThingLink Content Creation Course ([view course](#))

Using ThingLink with Microsoft O365 ([support article](#))

Using ThingLink with Canvas LTI 1.1 & 1.3 ([support article](#))

ThingLink Virtual Reality Overview ([support article](#))

How to capture 360 images for ThingLink ([support article](#))

How to capture 3D models on your phone for ThingLink ([blog post](#))

ThingLink privacy and compliance FAQ ([support article](#))

ThingLink web accessibility statement ([support article](#))

FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN THINGLINK, LLC
AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") dated the 13th day of April 2022, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the "District") and ThingLink, LLC (the "Contractor") executed September 15, 2021 ("Agreement"), herby 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 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 November 30, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on December 1, 2022 through July 31, 2023.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Exhibit A, hereby attached to this First Amendment and made part of this Agreement.

   3.3. Exhibit B is deleted hereby in its entirety.

   3.4. Replace Exhibit B with Contractor's Quote for ThingLink Enterprise Academic License, hereby attached to this First Amendment and made part of this Agreement.

   3.5. The total cost for the ThingLink Enterprise Academic License on the attached Exhibit B is Four Thousand, Four Hundred and Sixty-Six Dollars and Seventy Cents ($4,466.70), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

   3.5.1. The cost for the ThingLink Enterprise Academic License for August 1, 2022 through November 30, 2022 is One Thousand, One Hundred and Thirty-Three Dollars and Thirty-Four Cents ($1,133.34), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

   3.5.2. The cost for the ThingLink Enterprise Academic License for December 1, 2022 through July 31, 2023 is Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Six Cents ($3,333.36), due and payable by the District thirty

-1-

(30) days after receipt of Contractor's invoice, which will be accepted no earlier than October 1, 2022.

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

Insurance. Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

> Poudre School District
> Attn: Risk Manager
> 2407 LaPorte Avenue
> Fort Collins, CO 80521
> Email: 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 or change of coverage. The insurance requirements specified in this section 10.5, shall not reduce the indemnification liability that Contractor has assumed in section 10.6 below.

Commercial General Liability

a.	Each Occurrence Bodily Injury & Property Damage	$2,000,000
b.	Personal/Advertising Injury	$2,000,000
c.	Products/Completed Operations Aggregate	$2,000,000
d.	General Aggregate	$3,000,000
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 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.	

-2-

~~Technology Errors & Omissions Liability including Network Security and Privacy Liability~~
~~a.   Per Loss $1,000,000~~
~~b.   Aggregate Limit $3,000,000~~
~~c.   Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contactor 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.~~

~~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.~~

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage,

or non-renewal. The insurance requirements specified in this section 10.5 shall not reduce the indemnification liability that Contactor has assumed in section 10.6.

Commercial General Liability

Minimum Limits

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

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

Minimum Limits

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

The insurance shall provide coverage for:

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

4. **Special Provisions.**

-4-

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.
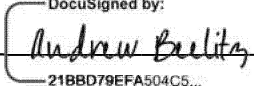
5. **General Provisions.**

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.

THINGLINK, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____
Andrew Beelitz   R. David Montoya
Growth Operation Director   Executive Director of Finance

4/13/2022 | 10:30:40 AM PDT

By:_____

Kate Canine
Director of Professional Development

Exhibit A

thinglink..

ThingLink Inc
444 Ramona St.
Palo Alto, CA 94301
United States

To whom it may concern,

Please find confirmation of our product description below:

ThingLink is a visual learning solution for classroom and remote learning. Teachers and students can use it to bring images, videos, 360-degree images, 360-degree videos and 3D models to life with interactive hotspots.

Sincerely,

Andrew Beelitz, andrew@thinglink.com
+1 (908) 489-2963
Director of Operations
ThingLink, Inc.

DocuSigned by:

Andrew Beelitz

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4/13/2022 | 10:30:40 AM PDT

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

Third Party	Purpose
Amazon Web Services	Hosting Provider, Data storage provider
Microsoft Azure	Hosting Provider, Data storage provider
Fastly	Content Delivery Network – helps us deliver media files
Cloudflare	Content Delivery Network and DNS services - helps us deliver media files
ZenDesk	Helpdesk communications
Google Analytics	Web analytics service / Anonymized statistics
Mixpanel	Web analytics service / Anonymized statistics
HubSpot	Customer sales data and communications tracker
Mailgun	Email service provider – the service we use to send different emails, e.g. password recovery links
Ronin	Invoicing

Exhibit B

ThingLink, Inc.
Andrew Beelitz, andrew@thinglink.com *Director or Operations*

Quote for ThingLink Enterprise Academic License	

Date	March 23, 2022 (Quote Valid for 45 Days)
Customer	**Poudre School District**
Contact	Judy Kinner (jkinner@psdschools.org)
Product	**ThingLink Enterprise Academic License**
Included features	Image, video & 360°/VR images, 360°/VR videos 3D model content editor Publishing to site and LMS Scenario builder with learner data tracking (unlimited learners) No viewing limits on content (unlimited) No upload limits on content (unlimited) Content engagement statistics, branding removal, customization features User management, admin interface Collaboration and shared folders LTI 1.1 and LTI 1.3 available **Support:** Priority account support, account rep, live training session **Preloaded content/design tools:** Canva & Unsplash integrations, and ThingLink 360 library
Number of Seats	Unlimited content creators and students
Duration	August 1, 2022 - July 31, 2023
Payment Terms	45 Days Due
Price	Invoice Line One: August 1, 2022 through November 30, 2022 = **$1,133.34** ($1,666.67 Enterprise four months - $533.33 Premium Prorate) Invoice Line Two: December 1, 2022 through July 31, 2023 = **$3,333.36** ($416.67 x eight months) **Total Invoice = $4,466.70**

DocuSigned by:

Andrew Beelitz

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4/13/2022 | 10:30:40 AM PDT

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SOFTWARE SERVICES AGREEMENT
BETWEEN THINGLINK, INC
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is effective as of the 15th day of September 2021, by and between Poudre School District R-1 ("District") and ThingLink, Inc ("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 December 1, 2021 and continue through and including November 30, 2022.

2. **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its online tool for creating interactive content for use in the District's schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The total cost for Services as set forth on the attached Exhibit B is One Thousand Six Hundred Dollars and No Cents ($1,600.00), 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-sublicensable 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 web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

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

> 2.7.1   Site-based credit cards and/or site-based restricted checks shall not be permitted for payment, unless approved by the District contact listed in section 9.
>
> 2.7.2   The District shall receive a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice
>
> 2.7.3   Services provided by Contractor without conforming to section 2.7 of the Agreement shall be considered unauthorized and payment shall not be issued by 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 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission in accordance with NIST Special Publication 800-57, as amended.

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

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

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

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

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

-4-

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

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

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

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

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

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

Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

Poudre School District R-1   ThingLink, Inc
Attn: Tracy Stibitz   Attn: Andrew Beelitz
2407 LaPorte Avenue   444 Ramona Street
Fort Collins, CO 80521   Palo Alto, CA 94301
E-mail: tstibitz@psdschools.org   Email: andrew@thinglink.com

10   **General Provisions.**

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

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

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

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

   10.5   **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attn: Risk Manager
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: 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 or change of coverage. The insurance requirements specified in this section 10.5, shall not reduce the indemnification liability that Contractor has assumed in section 10.6 below.

<u>Commercial General Liability</u>

a.	Each Occurrence Bodily Injury & Property Damage	$2,000,000
b.	Personal/Advertising Injury	$2,000,000
c.	Products/Completed Operations Aggregate	$2,000,000
d.	General Aggregate	$3,000,000
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 and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.	

<u>Technology Errors & Omissions Liability including Network Security and Privacy Liability</u>

a.	Per Loss	$1,000,000
b.	Aggregate Limit	$3,000,000
c.	Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider 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 Provider'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.

10.6 **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, 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. Nothing in this section 10.6 or otherwise in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Constitution or the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as amended.

10.7 **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 Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

10.8 **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.

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

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

10.11 **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.

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

10.13 **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.
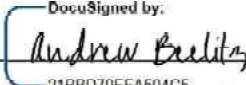
10.14 **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

10.15 **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.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.
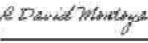
THINGLINK, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Andrew Beelitz_   By: _R David Montoya_
      21BBD70EFA604C6...

Andrew Beelitz   R. David Montoya
Growth Operation Director   Executive Director of Finance

ThingLink

9/15/2021 | 1:44:03 PM PDT

                                                    By: _Kate A Canine_

                                                    Kate Canine
                                                    Director of Professional Development

Exhibit A

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. The description of ThingLink needs to be as your audience was someone that had no idea what you all do as well as identify all data that you collect and store.

   ThingLink is an online tool for creating interactive content. It allows teachers and students to upload images, videos, and 360 images, then add a layer of interactive hotspots that can feature text, images, links, videos, audio clips, and embeds. Users can transform their media to create projects that include multi-media interactivity.

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

   The provided license lasts 1 year (365 days) and covers 2000 students and any teachers that work with them. They are priced at $.80/student for a total of $1600.

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

   We ask for certain information such as your username, email address, a description of your role when using the Service (student, retailer, freelancer, etc.), password, and date of birth when you create a ThingLink account. After you setup your account, ThingLink members may also choose to provide additional information, which may be shared with others on the Service or through your profile.

4. What is the purpose for collecting student personally identifiable data?

   We use this information to operate, maintain, and provide to you the features and functionality of the Service. We may also use this information to market to you either directly or through our partners, provided that you have given your express opt-in consent. The Personal Data can also be used for contacting you if required for the provision of the Service.

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

   Answers to 5 & 6
   - *Amazon Web Services – Our databases, web servers and content are there.*
   - *Mixpanel – Anonymized statistics*
   - *Google Analytics – Anonymized statistics*
   - *Stripe, and PayPal and Quaderno – Our payment providers, we share only data needed for payment.*
   - *Ronin – Invoicing.*

- *First officer – Collect logs and statistics on our payment.*
- *HubSpot – Customer relationship manager for tracking sales leads and sending marketing emails to customers.*
- *Social logins (Facebook, Twitter, G+) - Used if this method of login is used.*

What Student Data is collected through the use of ThingLink?

Data Collected	General Purpose of Data Collection
Access time	User research to improve experience and for teacher data collection
Browser Type	User research to improve experience and optimize our service
Browser Version	User research to improve figure out which browser versions to optimize our service for most
Device Type & OS	User research to improve experience and optimize our service
IP Address	User research to improve experience and optimize our service
Social Media Avatar and Name	Optional, only collected if user signs up with Facebook, Twitter, or Google
Student Name	Optional
Student Email Address	Required to support product functionality
Student Birthdate	Required to verify those under 13 have permission
Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher Name	Optional
Teacher Password	Required to support product functionality
Teacher Username	Required to support product functionality
Text, image, video, link, audio content in tags	Required to support product functionality
Uploaded images, videos, 360 images	Required to support product functionality

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

Third Party	Description
Hubspot	CRM
Sirportly	Support ticket management
Google Analytics	Usual web analytics. They do not receive email, names and other personal data except one provided by the browser to all the websites (e.g. display resolution, operating system, IP address) and all the data is anonymized.
Mixpanel	Usual web analytics. They do not receive email, names and other personal data except one provided by the browser to all the websites (e.g. display resolution, operating system, IP address) and all the data is anonymized.
Survicate	Cookies used are to ensure that you do not complete the same survey more than once
External tag providers (http://www.thinglink.com/help/Rich%20Media%20Tags)	Whenever external rich tags such as YouTube, Google Maps, etc. are used, when you open a tag we load embed code from the external tag provider. The external tag provider may access the viewer's IP address and cookies just as if they have viewed the content on the original page. If the only tags you use are ThingLink's own ones (text, link, "Custom" tag, small image, large image, thinglink video tag), then no external site gets data.

Exhibit B

¨thınglınk..

ThingLink, Inc.
finance@thinglink.com

Quote for ThingLink Premium Academic License

Date	**September 15, 2021 (Quote Valid for 90 Days)**
Customer	**Poudre School District**
Contact	Murray, Kevin - PLT <kemurray@psdschools.org>
Product	**ThingLink Premium Academic License**
Included features	Image & Video, 360°/VR , 3D model Content Editors Publishing to LMS, classroom settings 360 image library Unsplash (1M+ images), Canva integrations Content engagement statistics Admin, Teacher & Student management interface Custom welcome packet for admins and new teachers Microsoft Teams, Immersive Reader integrations Canvas and Clever integrations
Number of Seats	**Site license**
Duration	December 1, 2021 - November 30, 2022
Payment Terms	30 Days Due
Price	• **One year term price: $1,600 until 2022** • **Two year term price: $2,880 (10% off) until 2023** • **Three year term price: $3,936 (15% off) until 2024**

We thank you again for your interest in ThingLink and look forward to working with you.

Andrew Beelitz, andrew@thinglink.com *Director or Operations*

thinglink..

Helpful Links and Resources

- ThingLink for Education Deck
- ThingLink & Canva integration Post
- ThingLink & Unsplash integration Post
- **ThingLink** Blog
- ThingLink Education Website
- ThingLink Education Community on Facebook
- ThingLink Main Account Twitter and ThingLink Education Twitter
- Hear from Ulla and Louise with the Edufuturists Podcast