

**SOFTWARE SERVICES AGREEMENT  
BETWEEN EDUSPIRE SOLUTIONS LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 12<sup>th</sup> day of May 2022, by and between Poudre School District R-1 (“District”) and Eduspire Solutions LLC (“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 July 1, 2022 and continue through and including June 30, 2023.

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

1.3. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

**2. Deliverables and Purchase Price.**

2.1. The Contractor shall make its e-hallpass a digital, cloud-based system for hall pass management, and Flex Time Manager a digital, cloud-based scheduling software platform 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. Cost for Services at shall be Three Thousand Dollars and Zero Cents (\$3,000.00), with additional students and schools charged at the rate of Three Dollars and Zero Cents (\$3.00) per student, as set forth in the attached Exhibit B. Due and payable by the District thirty (30) days after receipt of Contractor’s invoice.

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement. 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. 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.
- 2.4.2. The Contract Administrator or designee shall request a quote for requested Services, all quotes must conform to the pricing in section 2.2, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 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.

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

- 2.5.1. Quotes for services will be requested by the contact in section 9 of this Agreement and based on the pricing in Exhibit B, department and school based requests for quotes shall not be processed by the Contractor.
- 2.5.2. Contractor's quotes shall include dates of Service conforming to section 1.1 of this Agreement, per license type cost rate, and District location.
- 2.5.3. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.5.4. 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.
- 2.5.5. Tax Exemption. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.5.6. 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.

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

- 2.6.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will

generally be paid within thirty (30) days following the District representative's approval.

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

2.6.3. 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.

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

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

2.8. 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 2.7 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.9. 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.

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

### 3. **Definitions.**

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

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

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

confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

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

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

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

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

Eduspire Solutions LLC  
Attn: Brian Tvenstrup  
34 Parkview Circle  
Wayne, PA 19087  
Email: brian.tvenstrup@eduspiresolutions.org

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

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

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

### **Commercial General Liability**

#### **Minimum Limits**

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

- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

#### Minimum Limits

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

The insurance shall provide coverage for:

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

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

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

13. **General Provisions.**



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

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

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

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

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

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the 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.

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

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

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

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

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

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

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

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

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

EDUSPIRE SOLUTIONS LLC

POUDRE SCHOOL DISTRICT R-1

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

Brian Tvenstrup  
President

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

R. David Montoya  
Executive Director of Finance

By: \_\_\_\_\_  
[sn Nielsen@psdschools.org](mailto:sn Nielsen@psdschools.org) (Jun 1, 2022 15:20 MDT)

Scott Nielsen  
Assistant Superintendent of Secondary Schools

# Exhibit A

## **Eduspire Solutions Contract Information**

### DESCRIPTION OF PRODUCTS AND SERVICES

Eduspire Solutions provides cloud-base software and/or related IT services to support its cloud-based educational software products. The main products include e-hallpass, a digital, cloud-based system for hall pass management, and FlexTimeManager a digital, cloud-based scheduling software platform for flexible and customizable student activity periods. This product list is not exhaustive and other software projects may be added or included in the future.

Eduspire Solutions additional IT services may include programming, testing, database administration, network and infrastructure support, IT project management, data collection & analytics, software implementation and customer support, or other related services to operate and/or improve their software through the development, provision, and maintenance of its software-as-a-service offerings.

## STUDENT DATA COLLECTED

<b><u>Data Collected</u></b>	<b><u>General Purpose</u></b>	<b><u>Additional Comments</u></b>
ClassLink student data	If District chooses to provision and/or authenticate users via ClassLink, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Clever student data	If District chooses to provision and/or authenticate users via Clever, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Login Metadata (IP address, OS and browser version & date/time)	Troubleshooting and general system administration as well as research to improve user experience over time	Not permanently stored, kept in log files for rolling 30 days
School name	Required to provide system functionality	
School contact information (address & phone number)	Required to provide system functionality	
Student attendance data (internally generated)	Student attendance can optionally be taken for flex periods registered in FlexTime Manager	Optional
Student attendance data (SIS provided)	Provides in-software indication if a student is already registered as absent for that day	Optional
Student building assignment	Ensures student profiles are associated with the correct building in the case of multi-building installations	Optional but required if dealing with a multi-building installation
Student email address	To allow program reminders and notices to be sent directly to students; also serves as a unique identifier for students in most systems	Optional
Student id	Internally generated id for internal system use only	
Student ID number (school or district provided)	Can be taken from any other system such as SIS, potentially used to cross-reference	Optional

	other files such as attendance files, student photos, etc.	
Student name (first and last)	Required to provide product functionality	
Student hall pass history	Required to provide functionality in e-hallpass	
Student registration data (flex periods only)	Required to provide functionality in FlexTime Manager	
Student phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
Student photo	To allow student photos to be displayed in software with student profile	Optional
Student year of graduation	Software provides optional functionality by student grade year such as pass limits by grade, flex periods by grade, etc.	Optional
Teacher/admin/staff name (first & last)	Required to provide system functionality	
Teacher/admin/staff email address	Required to provide system functionality	
Teacher/admin/staff phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
User password	Required if school or district chooses to have manual users not authenticated via any third party providers	Optional
User role	Designates each user as having the role of student, teacher, admin, or staff to ensure proper system functionality for that user	
User status	Designates users as active or to be archived to ensure proper system access for that user	

### THIRD PARTIES WITH ACCESS TO STUDENT DATA

<b><u>Vendor</u></b>	<b><u>URL</u></b>	<b><u>Description of Use</u></b>
Amazon Web Services	aws.amazon.com	All cloud-based database and software hosting (no on-premise data storage anywhere)
ClassLink	www.classlink.com	User provisioning and/or authentication (optional, based on school or district selection)
Clever	www.clever.com	User provisioning and/or authentication (optional, based on school or district selection)
Google Suite for Education	edu.google.com	User authentication (optional, based on school or district selection)
Microsoft Office 365	<a href="https://www.microsoft.com/en-us/education/products/office">https://www.microsoft.com/en-us/education/products/office</a>	User authentication (optional, based on school or district selection)
Datadog	www.datadoghq.com	System performance monitoring and application logs analysis

# Exhibit B





[www.eduspiresolutions.org](http://www.eduspiresolutions.org)

# Software Quote

<b>Quote Number:</b>	<b>M-4496</b>
<b>Quote Date:</b>	<b>May 02, 2022</b>

<b>Quote Description</b>
e-hallpass - (EHP) 2022-23 School Year  Software License Term: 7/1/22 - 6/30/23  Estimated Number of Users: up to 1000  Expected Invoice Due Date: July 1, 2022

<b>Line Item</b>	<b>Amount</b>
e-hallpass @ \$3.00 per student Annual Software License Blevins Middle School Cache La Poudre Middle School	\$3,000
<b>TOTAL</b>	<b>\$3,000.</b>

<b>Customer</b>	
<b>School District</b>	Poudre School District
<b>Contact</b>	Tracey Stibitz
<b>Building</b>	Blevins Middle School Cache La Poudre
<b>Address City, State, ZIP</b>	2407 LaPorte Avenue Fort Collins, CO 80521
<b>Phone</b>	970-482-7420
<b>Email</b>	tstibitz@psdschools.org

<b>Customer Instructions Or Notes</b>
Please issue Request for Invoice or Purchase Order (if required) electronically to:  <a href="mailto:accounting@eduspiresolutions.org">accounting@eduspiresolutions.org</a>  Or send physical check to: Eduspire Solutions LLC Accounts Payable P.O. Box 2012 Southeastern, PA 19399  Please call 1-855-338-7747 or email <a href="mailto:accounting@eduspiresolutions.org">accounting@eduspiresolutions.org</a> with any additional questions regarding this quote.  Need a W-9 for Eduspire Solutions? Get it here: <a href="https://tinyurl.com/es-w9-2020">https://tinyurl.com/es-w9-2020</a>

**Thank you for your business!**

P.O. Box 2012, Southeastern, PA 19399  
855-EDUSPIRE

# Software Quote

## TERMS AND CONDITIONS OF USE:

1. **Software Service:** Under this Quote, Eduspire agrees to provide a limited nonexclusive Software License for Customer via web access to the Software for use by students, teachers and administrators within the building(s) indicated above. Customer agrees to utilize software in accordance with the Terms of Use posted electronically within the Software.
2. **Software License Term:** The Term of Software License granted by Eduspire is an annual term, which may be pro-rated in the first year of service from the Quote Date through the next June 30, unless otherwise stated. Terms automatically renew for subsequent years from July 1 - June 30 unless terminated by Customer at least 30 days prior to renewal for any reason including Budgetary Non-Appropriation. Customer will not be entitled to refunds for any portion of the then-current Term upon termination of their Software License once the Term has begun. Eduspire has the right to terminate Customer's Software license immediately for any violation of the Terms of Use. Eduspire also has the right to terminate Software provided via this Agreement for convenience with at least 30 days written notice. In the event of termination of convenience by Eduspire, Customer will be entitled to a pro-rated refund for the current Term.
3. **Implementation and Other Fees:** Standard Implementation Fees include implementation of the Software without any customization. Eduspire will work with designated Customer building technical support staff who will be responsible for implementation and maintenance of Software within Customer's building and integration with any applicable school systems. All paid implementation includes remote video training for a designated staff and leadership team at the school. Other consulting or customization fees may apply if work requested is deemed out-of-scope, and travel and living expenses will apply if Eduspire staff onsite presence is requested.
4. **Upgrades:** Eduspire will make available to Customer all general (i.e., not specific to any other Customer or Customers) upgrades of Software during the Term.
5. **Intellectual Property:** All intellectual property pertaining to the Software, including any applicable trademarks and copyrights, is and shall remain the sole property of Eduspire. Customers will not attempt to copy or otherwise reverse-engineer or create derivative works from the Software, nor will they provide any information regarding the operation of the Software to any other parties. Customer shall not publish videos, screenshots, or other information regarding the software operation publicly without the prior permission of Eduspire.
6. **Public Disclosure:** Customer grants Eduspire the right to publicly disclose the fact that Customer is using the Software for Eduspire's advertising and other promotional purposes unless otherwise stipulated by Customer in writing.
7. **Limited Warranty:** Eduspire warrants that the Software will perform substantially during the Term. Eduspire does not warrant that the Software is error-free. Eduspire's sole obligation with respect to its limited warranty is limited to commercially reasonable efforts either to the repair of defects in the Software or to the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency within the Term.
8. **Limitation of Liability:** **THE SOFTWARE IS PROVIDED TO CUSTOMER FOR ITS USE ON AN AS-IS AND AS-AVAILABLE BASIS. THE MAXIMUM LIABILITY OF EDUSPIRE, ITS EMPLOYEES, AGENTS, PARTNERS, AND REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, OR ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE, SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER TO EDUSPIRE DURING THE TERM WHEN DAMAGES WERE INCURRED.**
9. **Indemnification:** Customer shall defend, indemnify and hold harmless Eduspire and its partners, officers, employees, agents, and assigns from all losses, damages, liabilities, deficiencies, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), which may be incurred or imposed upon Eduspire or Customer relating in any way to their use of the Software.
10. **Assignment:** Customer may not assign, transfer, or otherwise dispose of any of Customer's rights under the Software License without the written consent of Eduspire. Eduspire may assign its rights to any successor by merger or consolidation or to any third party that acquires substantially all of its capital stock or assets, or to any third party to which Eduspire transfers its ownership rights to the Software, upon notice to Customer..
11. **Taxes:** Customer is responsible for paying any applicable federal, state, or local taxes relating to the Software and related services provided. Eduspire will invoice Customer and Customer will be responsible for paying all such taxes unless Customer provides Eduspire with a valid tax exemption certificate or proof of Customer's direct payment of such tax amounts.
12. **Changes:** All future invoices will be issued at the then-current Software License Fees. Any changes to future Software License Fees or any associated fees will be disclosed in writing to the Customer at least 30 days prior to the end of each Term.
13. **Confidentiality:** Customer agrees to keep all pricing and related items of this Quote strictly confidential unless required to disclose them based on administrative, regulatory, legislative, executive, or judicial requirements, or at the request of any other legitimate governing authority. All school and user data is kept confidential in accordance with the Eduspire Privacy & Security Policy (<https://www.eduspiresolutions.org/privacy-policy/>)
14. **Entire Agreement:** **This Quote is a complete and exclusive statement of the agreement between the parties with respect to its subject matter, and supersedes all prior oral and written communication between the parties about its subject matter. Quote is only valid for 30 days after the Quote Date unless otherwise stated. Acceptance of the Terms and Conditions of this Quote is effective upon Customer's issuance of a Purchase Order for this Quote and/or subsequent Invoice Payment.**

**Thank you for your business!**

P.O. Box 2012, Southeastern, PA 19399

855-EDUSPIRE

# Exhibit C



# *Poudre School District*

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

### **VENDOR QUALIFICATIONS**

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

### **CONFLICT OF INTEREST**

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

### **SALES CALLS**

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

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

### **VIOLATIONS**

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

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

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff