

**SOFTWARE SERVICES AGREEMENT
BETWEEN SPARTA SOFTWARE CORPORATION
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 25th day of February 2021, by and between Poudre School District R-1 (“District”) and Sparta Software Corporation (“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 the date first set forth above and continue through and including June 30, 2022, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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 Force Plate Machine Learning™ to predict, improve, and validate individual movement to reduce injury, available for the District’s Poudre High School, in accordance with the scope of work set forth in the attached Exhibit A hereby attached and made part of this Agreement (hereinafter the “Services”).

2.2. Total cost for Services shall be Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00), as set forth in the attached Exhibit B, hereby made part of this Agreement, due and payable thirty (30) days from 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. Schools 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.

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

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

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

2.9. The District understands and agrees that its students' access to and use of the Contractor's web-based system under this Agreement requires that it disclose confidential

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

3. **Definitions.**

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

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS 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

Sparta Software Corporation
Attn: Eric Kluft
548 Market Street, PMB 89061
San Francisco, CA 94104
Email: eric@spartascience.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. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.6. **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 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7 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 Provider even if those limits of liability are in excess of those required by this Agreement.

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. 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.

10.7. **Indemnification.** Within the limits of the law, 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, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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

10.9. **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.

10.10. **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.

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

10.12. **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.


10.13. **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.

10.14. **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.

SPARTA SOFTWARE CORPORATION

POUDRE SCHOOL DISTRICT R-1

By: _____

Eric Kluft
Director, Health|Outcomes

By: _____

R. David Montoya
Executive Director of Finance

By: _____
Kathy Mackay (Mar 3, 2021 13:14 MST)

Kathy Mackay
Principal, Poudre High School

Exhibit A



SPARTASCIENCE

What is Sparta Science?

Sparta Science is the industry's gold standard for Force Plate Machine Learning™ that predicts, improves, and validates individual and team availability. With a simple, self-serviceable two-minute scan per person, organizations increase fitness, prevent injuries and accurately predict team readiness using the world's largest machine learning force plate database. Our customizable platform seamlessly integrates into existing processes and systems while the accuracy and precision of our insights improve with every scan, providing clear action steps and multiplying an organization's ability to protect its most valuable asset - its people.

At Sparta Science, our mission is to help EVERYONE to Move Better

What Does the Sparta Software Do?

Movement capability is a fundamental component of human health. Our cloud-based software leverages data from force plates to objectively understand how individuals move in an efficient, repeatable way. This information can help us understand how well prepared a person is for different types of activities, which individuals are at a heightened risk for injury, at what type of activities a person is likely to excel, and how individuals can improve their movement capability. Each organization uses Sparta in a unique way to achieve their desired outcomes.

How Does the Software Work?

Individuals complete up to three unique assessments that provide objective data in a range of metrics. The software then leverages insights from our database of over a million scans to identify the individual's potential risk for injury. Training recommendations are then provided based on that risk and the types of activities in which they engage. For a quick overview of the assessment process, check out this video.

What Do the Different Assessments Tell You?

The balance and plank scans are used to measure an individual's ability to statically stabilize on a single limb. These results can be used to screen for potential injury risk, identify limb asymmetries, and provide objective measures of progress throughout rehabilitation.

The jump scan is used to characterize an individual's dynamic movement strategy which relates to how they complete any force-requiring movement, such as jumping, walking, swimming, hitting, picking up a heavy box, etc. It is also used to identify the potential risk of injury, to identify or classify individuals for a particular position or skill, and to assess individual readiness for activity.

The Sparta System

The Sparta System uses force plate hardware coupled with AI and machine learning software to deliver body scans that diagnose movement health in seconds. Sparta has helped tens of thousands of elite athletes, tactical athletes (warfighters), fitness clients, and patients reduce injuries and move better with its injury risk diagnostics and personalized movement prescriptions. Over 1.5 million force trials across over a hundred organizations comprise the Sparta performance and injury database.

How do Organizations Use Sparta Science?

Predict.

Predict injury risk & fitness status in under two minutes with Sparta Scans

Improve.

Automatic assignment of individual training or rehab plans proven to prevent injuries

Validate.

Validate team success with reports on individual, team, and organizational readiness state

Sparta Scan Station

A simple self-serviceable two-minute scan per person securely uploads data to cloud storage and analytics engine and displays instant results. Intelligent learning modules improve injury risk and fitness predictions with every scan, validating an individual's injury risk profile and readiness to return to their team.

Personal Fitness and Injury Planning

Automatically assign and track personalized workout plans built using machine learning analysis across billions of historically captured data points and intelligently adjusts to actual ongoing results. Organizations prevent injuries, accurately predict team readiness, and increase fitness levels using the world's smartest computable force plate database.

Team Fitness and Injury Tracker

Identify trends for early corrective intervention by aggregating and displaying team performance and readiness trends over time. Drill-able individual, team, and organization fitness and injury reporting enable cross-organization injury and performance management using an objective single-source tracking and reporting system.

Other Educational Resources:

Sparta Academy

Digital, self-paced onboarding modules to understand all things Sparta Science. The history of our company, the theories that fostered its inception and an in-depth overview of the Sparta Scans, the science, research and practical applications.

Sparta Success Portal

FAQs, best practices and specific use cases. Learn from our constantly growing knowledge base with contributions from our team and customers.

Service(s) Description “What is Poudre High School buying from Sparta”

1. *Standard Software Bundles Include:*
 - a. Cloud platform; continued product updates & features
 - b. 20 admins + unlimited scans for 500 users
 - c. Patented, global force analysis database
 - d. Personal movement plans for each user on mobile app
 - e. Sparta Technical Support
 - f. Dedicated Success Staff (Experience + Outcomes)
 - g. Monthly Reporting + Usage & Insight of Metrics
 - h. Quarterly Business Reviews & Alignment Outcomes
 - i. Hardware Unit Lease Includes:
 - i. One (1) Research Grade Force Plate
 - ii. One (1) Apple MacBook
 - iii. One (1) Landing Mat

Hardware Description

- The Sparta Science force plate is designed to measure ground reaction forces (Fz only) and can analyze the sequence in which such forces are applied (when used with Sparta Science's software).
- The force plate can either be portable (i.e., operating on a hard, flat surface), or fixed installation (i.e., mounted in a frame so that it is even with the floor).

- For portable models, a mat is typically provided to allow for a flush landing surface on or around the force plate.
- The software and hardware are used with an Apple Macbook Pro that is provided as part of the software bundle.

Sparta Information Collection

Data Collected	General Purpose of Data Collection
School Name	Required to support general product functionality
Student First & Last Name	Required to support general product functionality
Student Birth Year	Required to support general product functionality
Student Sex/Gender	Required to support general product functionality
Student Height	Optional
Student Sport/Position	Optional
Student Movement Restrictions	Optional
Student Email	Optional (required for login)
Student Password	Optional (required for login)
Admin First and Last Name	Required to support general product functionality
Admin Email	Required to support general product functionality
Admin Password	Required to support general product functionality
Student Movement Data	Required to support general product functionality. Characteristics of Jump, Balance, Plank, and Weight scans.
User page views and clicks	UX research and experience improvement
User time spent on page	UX research and experience improvement
User Browser	UX research and experience improvement
User IP Address	UX research and experience improvement
User Device/OS	UX research and experience improvement
User Device ID	UX research and experience improvement

Vendor	URL	Description
Amazon AWS	https://sparta.awsapps.com/	Web Hosting

AppSignal	https://appsignal.com/	Alerts and monitoring
Google Analytics	https://analytics.google.com/	UX research and improvement
Salesforce	https://sparta.my.salesforce.com	CRM
AppCues	https://studio.appcues.com/	User Onboarding
Segment	https://app.segment.com/	UX research and improvement
Zendesk	https://success.spartascience.com/	Customer Support

Exhibit B



SPARTA SCIENCE

Created Date 5/4/2020

Due Date 6/4/2020

Phone (650) 833-9384

Company Address 165a Constitution Dr.
Menlo Park, CA 94025
US

Contact Name Lindsey Kirschman
Email lcascari@psdschools.org
Phone 970-821-5007

Bill To Name Poudre High School
Bill To 201 South Impala Drive
Fort Collins, CO 80521
United States

Product	Description	Quantity	Amount
Software - New Software Bundle	Bundle includes the following for Poudre High School 1. Access to Sparta Predictive Database including anonymous, aggregated data from millions of force trials. 2. Force plate predictive risk for specific injuries. 3. Anonymous, aggregated historical data behind predictive stats. 4. Setup users, security, and mobile applications. 5. Use of Force Plate (1) 6. Use of Macbook Laptop (1) 7. Use of landing mat. 8. Up to two (2) installation days. 9. Customer support in accordance with contract. 1 year license.	3.00	USD 22,500.00

Totals

Total Price USD 22,500.00

Terms & Conditions

In case of a conflict between this agreement and any other type of agreement, this agreement shall govern. I agree to purchase the products and services and agree with the terms and conditions in this quote. Sign and email a scanned PDF to ar@spartascience.com.

Signature:

Title:

Name:

Date:

Payment Terms: Net 30. Balances not paid as due are assessed interest at the rate of 12%. Sparta Science reserves the right to reclaim and remove any purchased products for which payment is 60 days or more delinquent.

Shipping Terms: Customer accepts title to the product(s) from point of shipping (FOB manufacturer).

Shipping and Installation: Sparta Science may provide installation at the installation address as outlined in the agreement. Sparta Science will provide orientation and training for the product as agreed to in the Sales Quote.

Publicity: Customer agrees that Sparta Science can list customer as a customer on the Sparta Science website and marketing materials.

Confidentially: The parties agree to keep pricing and related terms confidential.

Exhibit C



DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Purchasing and Materials Management 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 purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager 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

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