

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (“Agreement”) is effective as of the 10th day of July 2017, by and between Poudre School District R-1 (“District”) and Panorama Education, 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 July 1, 2017 and continue through and including June 30, 2018, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms upon written notice to the Contract 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) the Agreement is in effect. In no event, shall the District’s obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the 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.

1.4. The District, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement, and not merely seeking a term extension, at or near the end of any initial term or renewal term. The provisions of their Agreement in effect when such notice is given, including, but not limited to prices, rates and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Agreement is approved and signed by authorized representatives of the parties.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its cloud-based design and implementation platform-as-a-service survey program available for use in the District’s, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for the Services as set forth on the attached Exhibit A is Thirty-Seven Thousand, Eight Hundred Dollars and No Cents (\$37,800.00), due and payable by the District thirty (30) days after the date of this Agreement first set forth above in Section 1.1.

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

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

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

2.6. The District understands and agrees that its students' access to and use of the Contractor's 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 SANS 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 (a) Amazon Web Services; (b) Salesforce; (c) Kendall Press; (d) Sir Speedy; and (e) United States Postal Service ("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

Panorama Education, Inc.
Attn: Eric Weisman
109 Kingston Street, 5th Floor
Boston, MA 02111
Email: eweisman@panoramaed.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.** In the event of a conflict between this Agreement and those of any Exhibit, the relevant conflicting provisions 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 coverage 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 Risk Manager. 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 Risk Manager with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. 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 | \$1,000,000 |
|----|--|-------------|

- b. Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be included as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Workers' Compensation

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

10.7. **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, 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 10.6 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.

PANORAMA EDUCATION, INC.

By: *Katie Mallett*

Katie Mallett
Vice President of Finance

POUDRE SCHOOL DISTRICT R-1

By: *R. Montoya*

David Montoya
Executive Director of Finance

By: *A. Shore*

Allison Shore
Director of Licensed Employment

Exhibit A



PANORAMA EDUCATION – VENDOR INFO

Detailed Price Quote and Services

(1) Description of Services and (2) Fees	
Description of Services	Fees
<p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis, and reporting, for district with 29,200 students (\$1 per student) total enrollment across all grades.</p> <p>Survey administration and reporting for:</p> <ul style="list-style-type: none"> - Online student survey for secondary students - Online family survey for elementary parents - Based on 0-16,000 students enrolled in secondary schools and 0-13,200 students enrolled in elementary schools (\$1 per additional student enrolled per year) - Annual cost includes unlimited secondary student online surveys and unlimited elementary parent online surveys for 12 months from the effective date of the contract <p>Project management, strategic advising, and support from Panorama's District Partnerships team (\$5,000). Includes:</p> <ul style="list-style-type: none"> - Help set schedule and manage work for the project on the Panorama Platform. - Provide thought leadership and best practice around engagement in survey planning, administration, reporting, and analysis. - Coordinate the rollout of Panorama reports and professional development to educators in the district <p>Paper surveys mailed to families without email addresses, direct mail to families, \$1.80 per survey (based on ~2000 families)</p>	<p><i>Effective Date:</i> <u>July 1, 2017</u></p> <p><i>Contract Term: (From Effective Date)</i> <u>Through June 30, 2018</u></p> <p><i>Annual License Fee:</i> <u>\$29,200</u> (<u>\$1.00 times total enrollment</u>)</p> <p><i>Project Management and Strategic Advising</i> <u>\$5,000</u></p> <p><i>Additional non-licenses fees (paper surveys)</i> <u>\$3,600</u></p> <p><i>Total:</i> <u>\$37,800</u></p>

Product Data List and Purpose

How We Gather Information

Information from Schools. When a School uses the Panorama Services, it may share Education Information with us, such as student rosters and parent or guardian contact information. We treat this information as confidential, and its use is limited by this Privacy Policy as well as by our agreements with Schools.

Information from Students, Parents, Teachers, and Staff. We may gather information directly from students, parents, teachers, and staff through the use of surveys and related tools, which are part of our

Services to Schools. That information may include or be closely tied to Personal Information if it is necessary to provide the Services requested by Schools.

Customer Support. We may receive Personal Information through communications to our customer support team. This information may help us provide faster and more effective support.

Automated Technologies. We may gather and store information that is generated automatically during user interactions with our websites or emails we send. This information may include the following:

Automated Technology	Function
IP addresses	Enhance user experience
Cookies (small text files placed in visitors' computer browsers)	Enhance user experience

User Accounts. Some users access our Services through user accounts. We may collect and use Personal Information, such as email addresses or usernames, to create and differentiate any user accounts used to access our Services.

Product Data List

	Data collected for services	General Purpose of Data Collection
1	Student First and Last Name	Requested by district to support product functionality
2	Student Gender	Requested by district to support product functionality
3	Student Race	Requested by district to support product functionality
4	Student Gifted/Talented Status	Requested by district to support product functionality
5	Student English Learning Status	Requested by district to support product functionality
6	Student Grade Level	Requested by district to support product functionality
7	Parent(s) First and Last Name	Requested by district to support product functionality
8	Parent(s) Email Address	Requested by district to support product functionality
9	Teacher First and Last Name	Required to provide educators product access
10	Teacher Email Address	Required to provide educators product access
11	District/School Leader First and Last Name	Required to provide educators product access
12	District/School Leader Role	Required to provide educators product access
13	District/School Leader Email Address	Required to provide educators product access
14	School Name	Required to support product functionality
15	School Address	Optional

Third-Party Vendors and Purpose

Panorama Education (“Panorama,” “we,” “our,” or “us”) cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. We strive to be as transparent as possible in our privacy and security practices. We offer schools a technology product that they can use to survey their students, parents, teachers, and staff, and to analyze the responses and related information (the “Services”). The analysis we provide to schools helps them to improve their students’ educational experience. This Privacy Policy explains how this information is gathered, used, and shared as we provide our Services.

We use the information we gather to help schools and teachers improve. We do not sell or rent any information for marketing purposes.

Panorama uses the following third-party vendors for its services:

Vendor	Function
Amazon Web Services	Infrastructure vendor to host technology infrastructure, including application services and databases
Heroku/Salesforce	Infrastructure vendor to host technology infrastructure, including application services and databases
Kendall Press (Massachusetts)	Support for printing and scanning of paper surveys
Sir Speedy (California)	Support for printing and scanning of paper surveys
United States Postal Service (USPS)	Support for delivering surveys (if applicable to scope)

Notice and email for contract notices





Eric Weisman, Head of Account Management
eweisman@panoramaed.com

Name and title of the person who will signing the contract

Katie Mallett, Vice President of Finance

TITLE	Poudre contract
FILE NAME	Panorama Agreement Final_Poudre.pdf
DOCUMENT ID	5a7e1d0fd9428f8ce5394cd9c1bb4533653bf2a4
STATUS	✦ Completed

Document History

 SENT	07/11/2017 16:00:27 UTC	Sent for signature to Katie Mallett (kmallett@panoramaed.com) IP: 172.85.45.2
 VIEWED	07/11/2017 19:52:04 UTC	Viewed by Katie Mallett (kmallett@panoramaed.com) IP: 172.85.45.2
 SIGNED	07/12/2017 15:49:25 UTC	Signed by Katie Mallett (kmallett@panoramaed.com) IP: 172.85.45.2
 COMPLETED	07/12/2017 15:49:25 UTC	The document has been completed.

**FOURTH AMENDMENT TO PLATFORM SERVICES AGREEMENT
BETWEEN PANORAMA EDUCATION, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Fourth Amendment”) effective as of this 28th day of July 2021 (“Effective Date”), is attached to and forms part of the Platform Services Agreement between Poudre School District R-1 (the “District”) and Panorama Education, Inc. (the “Contractor”), executed July 10, 2017, the First Amendment to the contract executed June 25, 2018, the Second Amendment to the contract executed June 30, 2019 and the Third Amendment to the contract executed September 3, 2020, 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 Software Services 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 31, 2021, 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, 2021 through July 31, 2022.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A, is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Panorama Education-Service Order, hereby attached to this Fourth Amendment and made part of this Agreement.
 - 3.3. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

~~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 coverage 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 Risk Manager. 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 Risk Manager with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. 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~~ \$1,000,000
- b. ~~Personal Injury~~ \$1,000,000
- e. ~~General Aggregate~~ \$2,000,000
- d. ~~Coverage must be written on an "occurrence" basis~~
- e. ~~Poudre School District and its elected officials and employees shall be included as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.~~

Workers' Compensation

- a. ~~State of Colorado~~ Statutory
- b. ~~Employer's Liability~~ \$500,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease Each Employee

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 Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider 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: risk@psdschools.org

Any 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 10.5 shall not reduce the indemnification liability that Provider 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 Provider 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. 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.

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.

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

PANORAMA EDUCATION, INC.


POUDRE SCHOOL DISTRICT R-1

By: 

By: 

Katie Mallett
Vice President of Finance

R. David Montoya
Executive Director of Finance

By: 

Allision Shore
Director of Human Services

Exhibit A

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Poudre School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Ali Shore	<i>Primary Contact, Title</i>	Eric Weisman, VP Account Management
<i>Billing / Payment Address</i>	4000 Wilson Ave	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Wellington, Colorado 80549	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	ashore@psdschools.org	<i>Email</i>	eweisman@panoramaed.com
<i>Phone</i>	(970) 490-3123	<i>Phone</i>	(512) 363-3657
<i>Billing Contact</i>			
<i>Billing Email Address</i>			
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Panorama Student and Family Surveys Platform License: Access to Platform (as defined in the Terms and Conditions), and historic survey data from 2015-2020 Teaching & Learning Virtual Workshop Virtual PD session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).	Effective Date:	07/01/2021	
	Contract Term: (From Effective Date)	<u>Through 06/30/2022</u>	
	Annual License Fee:	\$10,000 / year	
	Subtotal License Fee Over Contract Term:	\$ 10,000	
Services:	<i>Project Management:</i>	\$0 / year	
	<i>Professional Development:</i>	\$0 / year	
	<i>Additional Services:</i>	\$0 / year	
	Subtotal Services Fees Over Contract Term:	\$0	
	Annual Total: (Invoiced on Effective Date)	\$10,000 / year	
	Total Over Contract Term:	\$10,000	

PANORAMA EDUCATION – SERVICE ORDER



(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:

Print Name, Title:

Date:

Panorama Signature:

Katie Mallett

Print Name, Title:

Katie Mallett, COO

Date:

07 / 30 / 2021

Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms” and collectively with the SO, “Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its

own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and

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(b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written

notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an

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obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to

Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY,

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DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both

parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the

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affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

**THIRD AMENDMENT TO PLATFORM SERVICES AGREEMENT
BETWEEN PANORAMA EDUCATION, INC.
AND POUUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 3rd day of September 2020 (“Effective Date”), is attached to and forms part of the Platform Services Agreement between Poudre School District R-1 (the “District”) and Panorama Education, Inc (the “Contractor”), executed July 10, 2017, the First Amendment to the contract executed June 25, 2018 and the Second Amendment to the contract executed June 30, 2019, 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 Software Services 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 Third 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 June 30, 2020, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement commencing on July 1, 2020 through July 31, 2021.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A, is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Panorama Education – Service Order, hereby attached to this Third Amendment and made part of this Agreement.
4. **General Provisions.**
 - 4.1. **Entire Agreement.** The Agreement 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.
 - 4.2. **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 Third Amendment as of the Effective Date.

PANORAMA EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

Katie Mallett

By: _____
Katie Mallett
Vice President of Finance

R. David Montoya

By: _____
R. David Montoya
Executive Director of Finance

Victoria Thompson

By: _____
Victoria Thompson
Executive Director of Human Resources

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Poudre School District R-1	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Tracy Stibitz, MBA Contract Administrator	<i>Primary Contact, Title</i>	Eric Weisman, Account Director
<i>Billing / Payment Address</i>	2407 LaPorte Avenue	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Fort Collins, CO 80521	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	tstibitz@psdschools.org	<i>Email</i>	ewiseman@panoramaed.com
<i>Phone</i>	970-490-3564	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>			
<i>Billing Email Address</i>			

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Panorama Student and Family Surveys Platform License: Access to Platform (as defined in the Terms and Conditions), and historic survey data from 2015-2020</p> <p>Teaching & Learning Virtual Workshop Virtual PD session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).</p>	Effective Date:	<u>7/1/2020</u>
	Contract Term: (From Effective Date)	<u>1 year</u>
	Annual License Fee:	\$10,000
	Subtotal License Fee:	\$10,000
	Professional Development:	\$0
	Subtotal Services Fees:	\$0
	Annual Total: (Due on Effective Date for Year 1)	\$10,000
	Total Over Contract Term:	\$10,000

**SECOND AMENDMENT TO PLATFORM SERVICES AGREEMENT
BETWEEN PANORAMA EDUCATION, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) dated the 30th day of July 2019, is attached to and forms part of the Platform Services Agreement between Poudre School District R-1 (the “District”) and Panorama Education, Inc. (the “Contractor”) executed July 10, 2017 and the First Amendment to the Agreement executed June 25, 2018 (“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 conflict 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 June 30, 2019, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2019 through June 30, 2020.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Panorama Education Vendor Info for 2019-20, hereby attached to this First Amendment and made part of this Agreement.
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 Second Amendment as of the date first set forth above.

PANORAMA EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

By: *Katie Mallett*

Katie Mallett
Vice President of Finance

By: *R. Skyler Thimens*

R. Skyler Thimens
Purchasing Manager

By: *Allison Shore*

Allison Shore
Director of Human Services

Exhibit A



PANORAMA EDUCATION – VENDOR INFO

Detailed Price Quote and Services

(1) Description of Services and (2) Fees	
Description of Services	Fees
<p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis, and reporting, for district with 29,200 students (\$1 per student) total enrollment across all grades.</p> <p>Survey administration and reporting for:</p> <ul style="list-style-type: none"> - Online student survey for secondary students - Online family survey for elementary parents - Based on 0-16,000 students enrolled in secondary schools and 0-13,200 students enrolled in elementary schools (\$1 per additional student enrolled per year) - Annual cost includes unlimited secondary student online surveys and unlimited elementary parent online surveys for 12 months from the effective date of the contract - <p>Project management, strategic advising, and support from Panorama's District Partnerships team (\$5,000). Includes:</p> <ul style="list-style-type: none"> - Help set schedule and manage work for the project on the Panorama Platform. - Provide thought leadership and best practice around engagement in survey planning, administration, reporting, and analysis. - Coordinate the rollout of Panorama reports and professional development to educators in the district <p>Paper surveys mailed to families without email addresses, direct mail to families, \$1.80 per survey (based on ~2000 families)</p>	<p><i>Effective Date:</i> <u>July 1, 2019</u></p>
	<p><i>Contract Term:</i> (From Effective Date) <u>Through June 30, 2020</u></p>
	<p><i>Annual License Fee:</i> <u>\$29,200</u></p> <p>(\$1.00 times total enrollment)</p>
	<p><i>Project Management and Strategic Advising</i> <u>\$5,000</u></p>
	<p><i>Additional non-licenses fees (paper surveys)</i> <u>\$3,600</u></p>
	<p><i>Total:</i> <u>\$37,800</u></p>

Product Data List and Purpose

How We Gather Information

Information from Schools. When a School uses the Panorama Services, it may share Education Information with us, such as student rosters and parent or guardian contact information. We treat this information as confidential, and its use is limited by this Privacy Policy as well as by our agreements with Schools.

Information from Students, Parents, Teachers, and Staff. We may gather information directly from students, parents, teachers, and staff through the use of surveys and related tools, which are part of our Services to Schools. That information may include or be closely tied to Personal Information if it is necessary to provide the Services requested by Schools.

Customer Support. We may receive Personal Information through communications to our customer support team. This information may help us provide faster and more effective support.

Automated Technologies. We may gather and store information that is generated automatically during user interactions with our websites or emails we send. This information may include the following:

Automated Technology	Function
IP addresses	Enhance user experience
Cookies (small text files placed in visitors' computer browsers)	Enhance user experience

User Accounts. Some users access our Services through user accounts. We may collect and use Personal Information, such as email addresses or usernames, to create and differentiate any user accounts used to access our Services.

Product Data List

	Data collected for services	General Purpose of Data Collection
1	Student First and Last Name	Requested by district to support product functionality
2	Student Gender	Requested by district to support product functionality
3	Student Race	Requested by district to support product functionality
4	Student Gifted/Talented Status	Requested by district to support product functionality
5	Student English Learning Status	Requested by district to support product functionality
6	Student Grade Level	Requested by district to support product functionality
7	Parent(s) First and Last Name	Requested by district to support product functionality
8	Parent(s) Email Address	Requested by district to support product functionality
9	Teacher First and Last Name	Required to provide educators product access
10	Teacher Email Address	Required to provide educators product access
11	District/School Leader First and Last Name	Required to provide educators product access

12	District/School Leader Role	Required to provide educators product access
13	District/School Leader Email Address	Required to provide educators product access
14	School Name	Required to support product functionality
15	School Address	Optional

Third-Party Vendors and Purpose

Panorama Education (“Panorama,” “we,” “our,” or “us”) cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. We strive to be as transparent as possible in our privacy and security practices. We offer schools a technology product that they can use to survey their students, parents, teachers, and staff, and to analyze the responses and related information (the “Services”). The analysis we provide to schools helps them to improve their students’ educational experience. This Privacy Policy explains how this information is gathered, used, and shared as we provide our Services.

We use the information we gather to help schools and teachers improve. We do not sell or rent any information for marketing purposes.

Panorama uses the following third-party vendors for its services:

Vendor	Function
Amazon Web Services	Infrastructure vendor to host technology infrastructure, including application services and databases
Heroku/Salesforce	Infrastructure vendor to host technology infrastructure, including application services and databases
Kendall Press (Massachusetts)	Support for printing and scanning of paper surveys
Sir Speedy (California)	Support for printing and scanning of paper surveys
United States Postal Service (USPS)	Support for delivering surveys (if applicable to scope)

Notice and email for contract notices

Eric Weisman, Head of Account Management

eweisman@panoramaed.com

Name and title of the person who will signing the contract

Katie Mallett, Vice President of Finance

**FIRST AMENDMENT TO AGREEMENT
BETWEEN PANORAMA EDUCATION, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 25th day of June 2018, is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Panorama Education, Inc. (the “Contractor”) executed July 10, 2017, which is 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 Software Services Agreement (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement.

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 June 30, 2018, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2018 through June 30, 2019.

3. **Amended Responsibilities.**

3.1. Exhibit A, is deleted hereby in its entirety.

3.2. Replace Exhibit A with Contractor’s Panorama Education- Vendor Info, hereby attached to this First Amendment and made part of this Agreement.

3.3. Within section 10.6, delete the following language which has a strikethrough:

~~**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 coverage 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 Risk Manager. 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 Risk Manager with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. 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~~ \$1,000,000
- b. ~~Personal Injury~~ \$1,000,000
- c. ~~General Aggregate~~ \$2,000,000
- d. ~~Coverage must be written on an "occurrence" basis~~
- e. ~~Poudre School District and its elected officials and employees shall be included as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.~~

Workers' Compensation

- a. ~~State of Colorado~~ Statutory
- b. ~~Employer's Liability~~ \$500,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease Each Employee

3.4. Within section 10.6, add 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 coverage 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 as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. 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 \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis

- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$3,000,000
b. Aggregate Limit \$3,000,000
c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.

If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

- 3.5. Within section 10.7, delete the following language which has a strikethrough:

~~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, 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 10.6 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.~~

- 3.6. Within section 10.7, add the following language which is underlined:

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, 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.

3.7. Within section 9, replace Contract's contact from Eric Weisman at eweisman@panoramaed.com to Jillian Steckloff Evans at jsteckloff@panoramaed.com.

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

PANORAMA EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

By: Katie Mallett

Katie Mallett
Vice President of Finance

By: Dave Montoya

Dave Montoya
Executive Director of Finance

By: Allison Shore

Allision Shore
Director of Human Services

Exhibit A



PANORAMA EDUCATION - VENDOR INFO

Detailed Price Quote and Services

(1) Description of Services and (2) Fees	
Description of Services	Fees
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis, and reporting.	Effective Date: <u>7/1/2018</u>
Survey administration and reporting for: -Online student surveys for secondary students -Online family surveys for elementary parents -Annual cost includes unlimited secondary student online surveys and unlimited elementary parent online surveys for 12 months from the effective date of the contract	Contract Term: (From Effective Date) <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years
Project Management: Includes a dedicated Panorama Professional Services Manager who will work with the district's main point of contact to execute a successful project administration. -Develop project timeline - Manage setup and administration - Customized configurations - Manage logistics for paper surveys - Coordinate the rollout of reports	Annual License Fee: (Due on Effective Date for Year 1) \$29,200
Paper Surveys: -Paper surveys mailed to families without email addresses -Direct mail up to 2,000 families -\$1.80 for each additional family	Project Management: \$5,000 Paper Surveys: \$3,600
	Total: <u>\$37,800</u>

Product Data List and Purpose

How We Gather Information

Information from Schools. When a School uses the Panorama Services, it may share Education Information with us, such as student rosters and parent or guardian contact information. We treat this information as confidential, and its use is limited by this Privacy Policy as well as by our agreements with Schools.

Information from Students, Parents, Teachers, and Staff. We may gather information directly from students, parents, teachers, and staff through the use of surveys and related tools, which are part of our Services to Schools. That information may include or be closely tied to Personal Information if it is necessary to provide the Services requested by Schools.

Customer Support. We may receive Personal Information through communications to our customer support team. This information may help us provide faster and more effective support.

Automated Technologies. We may gather and store information that is generated automatically during user interactions with our websites or emails we send. This information may include the following:

Automated Technology	Function
IP addresses	Enhance user experience
Cookies (small text files placed in visitors' computer browsers)	Enhance user experience

User Accounts. Some users access our Services through user accounts. We may collect and use Personal Information, such as email addresses or usernames, to create and differentiate any user accounts used to access our Services.

Product Data List

	Data collected for services	General Purpose of Data Collection
1	Student First and Last Name	Requested by district to support product functionality
2	Student Gender	Requested by district to support product functionality
3	Student Race	Requested by district to support product functionality
4	Student Gifted/Talented Status	Requested by district to support product functionality
5	Student English Learning Status	Requested by district to support product functionality
6	Student Grade Level	Requested by district to support product functionality
7	Parent(s) First and Last Name	Requested by district to support product functionality
8	Parent(s) Email Address	Requested by district to support product functionality
9	Teacher First and Last Name	Required to provide educators product access
10	Teacher Email Address	Required to provide educators product access
11	District/School Leader First and Last Name	Required to provide educators product access
12	District/School Leader Role	Required to provide educators product access
13	District/School Leader Email Address	Required to provide educators product access
14	School Name	Required to support product functionality

15	School Address	Optional
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Third-Party Vendors and Purpose

Panorama Education (“Panorama,” “we,” “our,” or “us”) cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. We strive to be as transparent as possible in our privacy and security practices. We offer schools a technology product that they can use to survey their students, parents, teachers, and staff, and to analyze the responses and related information (the “Services”). The analysis we provide to schools helps them to improve their students’ educational experience. This Privacy Policy explains how this information is gathered, used, and shared as we provide our Services.

We use the information we gather to help schools and teachers improve. We do not sell or rent any information for marketing purposes.

Panorama uses the following third-party vendors for its services:

Vendor	Function
Amazon Web Services	Infrastructure vendor to host technology infrastructure, including application services and databases
Heroku/Salesforce	Infrastructure vendor to host technology infrastructure, including application services and databases
Kendall Press (Massachusetts)	Support for printing and scanning of paper surveys
Sir Speedy (California)	Support for printing and scanning of paper surveys
United States Postal Service (USPS)	Support for delivering surveys (if applicable to scope)

Notice and email for contract notices

Jillian Steckloff Evans, Account Manager
jsteckloff@panoramaed.com

Name and title of the person who will signing the contract

Katie Mallett, Vice President of Finance

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (“Agreement”) is effective as of the 10th day of July 2017, by and between Poudre School District R-1 (“District”) and Panorama Education, 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 July 1, 2017 and continue through and including June 30, 2018, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms upon written notice to the Contract 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) the Agreement is in effect. In no event, shall the District’s obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the 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.

1.4. The District, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement, and not merely seeking a term extension, at or near the end of any initial term or renewal term. The provisions of their Agreement in effect when such notice is given, including, but not limited to prices, rates and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Agreement is approved and signed by authorized representatives of the parties.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its cloud-based design and implementation platform-as-a-service survey program available for use in the District’s, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for the Services as set forth on the attached Exhibit A is Thirty-Seven Thousand, Eight Hundred Dollars and No Cents (\$37,800.00), due and payable by the District thirty (30) days after the date of this Agreement first set forth above in Section 1.1.

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

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

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

2.6. The District understands and agrees that its students' access to and use of the Contractor's 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 SANS 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 (a) Amazon Web Services; (b) Salesforce; (c) Kendall Press; (d) Sir Speedy; and (e) United States Postal Service ("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

Panorama Education, Inc.
Attn: Eric Weisman
109 Kingston Street, 5th Floor
Boston, MA 02111
Email: eweisman@panoramaed.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.** In the event of a conflict between this Agreement and those of any Exhibit, the relevant conflicting provisions 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 coverage 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 Risk Manager. 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 Risk Manager with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. 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 | \$1,000,000 |
|----|---|-------------|

- b. Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be included as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Workers' Compensation

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

10.7. **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, 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 10.6 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.

PANORAMA EDUCATION, INC.

By: Katie Mallett

Katie Mallett
Vice President of Finance

POUDRE SCHOOL DISTRICT R-1

By: David Montoya

David Montoya
Executive Director of Finance

By: Allison Shore

Allison Shore
Director of Licensed Employment

Exhibit A



PANORAMA EDUCATION – VENDOR INFO

Detailed Price Quote and Services

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis, and reporting, for district with 29,200 students (\$1 per student) total enrollment across all grades.</p> <p>Survey administration and reporting for:</p> <ul style="list-style-type: none"> - Online student survey for secondary students - Online family survey for elementary parents - Based on 0-16,000 students enrolled in secondary schools and 0-13,200 students enrolled in elementary schools (\$1 per additional student enrolled per year) - Annual cost includes unlimited secondary student online surveys and unlimited elementary parent online surveys for 12 months from the effective date of the contract <p>Project management, strategic advising, and support from Panorama's District Partnerships team (\$5,000). Includes:</p> <ul style="list-style-type: none"> - Help set schedule and manage work for the project on the Panorama Platform. - Provide thought leadership and best practice around engagement in survey planning, administration, reporting, and analysis. - Coordinate the rollout of Panorama reports and professional development to educators in the district <p>Paper surveys mailed to families without email addresses, direct mail to families, \$1.80 per survey (based on ~2000 families)</p>	<p>Effective Date:</p>	<p><u>July 1, 2017</u></p>
	<p>Contract Term: (From Effective Date)</p>	<p><u>Through June 30, 2018</u></p>
	<p>Annual License Fee:</p>	<p><u>\$29,200</u> (<u>\$1.00 times total enrollment</u>)</p>
	<p>Project Management and Strategic Advising</p>	<p><u>\$5,000</u></p>
	<p>Additional non-licenses fees (paper surveys)</p>	<p><u>\$3,600</u></p>
	<p>Total:</p>	<p><u>\$37,800</u></p>

Product Data List and Purpose

How We Gather Information

Information from Schools. When a School uses the Panorama Services, it may share Education Information with us, such as student rosters and parent or guardian contact information. We treat this information as confidential, and its use is limited by this Privacy Policy as well as by our agreements with Schools.

Information from Students, Parents, Teachers, and Staff. We may gather information directly from students, parents, teachers, and staff through the use of surveys and related tools, which are part of our

Services to Schools. That information may include or be closely tied to Personal Information if it is necessary to provide the Services requested by Schools.

Customer Support. We may receive Personal Information through communications to our customer support team. This information may help us provide faster and more effective support.

Automated Technologies. We may gather and store information that is generated automatically during user interactions with our websites or emails we send. This information may include the following:

Automated Technology	Function
IP addresses	Enhance user experience
Cookies (small text files placed in visitors' computer browsers)	Enhance user experience

User Accounts. Some users access our Services through user accounts. We may collect and use Personal Information, such as email addresses or usernames, to create and differentiate any user accounts used to access our Services.

Product Data List

Data collected for services

General Purpose of Data Collection

1	Student First and Last Name	Requested by district to support product functionality
2	Student Gender	Requested by district to support product functionality
3	Student Race	Requested by district to support product functionality
4	Student Gifted/Talented Status	Requested by district to support product functionality
5	Student English Learning Status	Requested by district to support product functionality
6	Student Grade Level	Requested by district to support product functionality
7	Parent(s) First and Last Name	Requested by district to support product functionality
8	Parent(s) Email Address	Requested by district to support product functionality
9	Teacher First and Last Name	Required to provide educators product access
10	Teacher Email Address	Required to provide educators product access
11	District/School Leader First and Last Name	Required to provide educators product access
12	District/School Leader Role	Required to provide educators product access
13	District/School Leader Email Address	Required to provide educators product access
14	School Name	Required to support product functionality
15	School Address	Optional

Third-Party Vendors and Purpose

Panorama Education ("Panorama," "we," "our," or "us") cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. We strive to be as transparent as possible in our privacy and security practices. We offer schools a technology product that they can use to survey their students, parents, teachers, and staff, and to analyze the responses and related information (the "Services"). The analysis we provide to schools helps them to improve their students' educational experience. This Privacy Policy explains how this information is gathered, used, and shared as we provide our Services.

We use the information we gather to help schools and teachers improve. We do not sell or rent any information for marketing purposes.

Panorama uses the following third-party vendors for its services:

Vendor	Function
Amazon Web Services	Infrastructure vendor to host technology infrastructure, including application services and databases
Heroku/Salesforce	Infrastructure vendor to host technology infrastructure, including application services and databases
Kendall Press (Massachusetts)	Support for printing and scanning of paper surveys
Sir Speedy (California)	Support for printing and scanning of paper surveys
United States Postal Service (USPS)	Support for delivering surveys (if applicable to scope)

Notice and email for contract notices

Eric Weisman, Head of Account Management

eweisman@panoramaed.com

Name and title of the person who will signing the contract

Katie Mallett, Vice President of Finance