



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

05/28/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve PowerSchool Group LLC for a five year agreement Utilizing Schoology as the district Learning Management System (LMS) and Performance Matters as the district data collection and analytics tool, contingent upon Board Attorney's approval of the Agreement.

APPLICABLE BOARD POLICY:

01.1-Legal Status of the Board

HISTORY/BACKGROUND:

KCSD has been utilizing Google as the LMS. Due to a recent increase in Google's pricing structure, KCSD has been looking for a more inclusive tool that will provide an LMS, streamline workflow, and allow for greater specificity in analyzing student mastery of standards. PowerSchool Group LLC will provide two services to the district: an LMS (Schoology) and a comprehensive data collection and analytics tool (Performance Matters). Schoology will serve as the online teaching and learning platform for instructional material, allowing for the creation, implementation, and analysis of instruction. Performance Matters will serve as a data collection and analysis tool focused on student strengths and weaknesses as demonstrated by student assessment of the standards, allowing for instructional adjustments in real time thereby increasing efficiency. Performance Matters will also provide district to student specific performance data and trends. KCSD will scaffold the implementation of the two components of PowerSchool to allow growth over time for all stakeholders.

FISCAL/BUDGETARY IMPACT:

\$144,770.73 From ESSER ARP Funding Years 1-3 (TBD)

RECOMMENDATION:

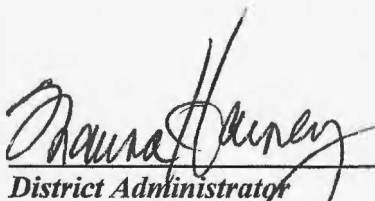
Approval of PowerSchool Group LLC to provide a learning management system (Schoology) as well as a data collection and analytics tool (Performance Matters) for a five year agreement, contingent upon Board Attorney's approval of the Agreement.


the MOU.

CONTACT PERSON:

Joe Chavez


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal -complete, print, sign and send to your Director. Director -if approved, sign and put in the Superintendent's mailbox.



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-512010 - 1
Quote Expiration Date: 30-JUN-2021

Prepared By:	Kris Lurz	Customer Contact:	Joe Chavez
Customer Name:	Kenton Co School District	Title:	Academic Consultant
Enrollment:	14,250	Address:	1055 Eaton Drive
Contract Term:	61 Months	City:	Fort Wright
Start Date:	1-JUN-2021	State/Province:	Kentucky
End Date:	30-JUN-2026	Zip Code:	41017
		Phone #:	859-344-8888

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUN-2021 - 30-JUN-2022			
License and Subscription Fees			
Schoology LMS Subscription	14,250.00	Students	USD 63,612.59
Schoology Content Subscription Professional Learning	1.00	Per Person	USD 1,298.63
Schoology LMS One Time Discount	1.00	Each	USD -9,796.88
PowerSchool Performance Matters Assessment Analytics Core+	14,250.00	Students	USD 62,456.00
PowerSchool Performance Matters SEL Survey	14,250.00	Students	USD 0.00
PowerSchool Performance Matters One Time Discount	1.00	Each	USD -9,618.75
PowerSchool Performance Matters SEL Survey	14,250.00	Students	USD 0.00
3rd Party Item Bank Certica - All Subjects	14,250.00	Students	USD 29,302.47
PowerSchool Item Bank	14,250.00	Students	USD 0.00

License and Subscription Totals: **USD 137,254.06**

Professional Services and Setup Fees			
Schoology LMS Implementation - Advanced	1.00	Each	USD 11,500.00
PowerSchool PM Assessment and Analytics Standard Deployment	1.00	Each	USD 13,500.00
PowerSchool PM Item Bank Consulting	1.00	Each	USD 1,500.00
PowerSchool PM Item Bank Consulting	1.00	Each	USD 1,500.00

Professional Services and Setup **USD 28,000.00**
Fee Totals:

Training Services			
Schoology Remote Professional Development	18.00	Hours	USD 5,400.00
PowerSchool PM Per Person Per Day Training Remote	15.00	Each	USD 4,500.00

Training Services Total: **USD 9,900.00**

Quote Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount:	USD 87,206.05
Initial Term	1-JUN-2021 - 30-JUN-2022
Initial Term Total	USD 175,154.06

Due Date	Payment Amount
15-JUN-2021	USD 32,534.06
1-JUL-2021	USD 142,620.00
Payment Total	USD 175,154.06

Annual Ongoing Fees as of 1-JUL-2022

Schoology LMS Subscription	14,250.00	Students	USD 58,781.25
Schoology Content Subscription Professional Learning	1.00	Per Person	USD 1,200.00
PowerSchool Performance Matters Assessment Analytics Core+	14,250.00	Students	USD 57,712.51
PowerSchool Performance Matters SEL Survey	14,250.00	Students	USD 0.00
PowerSchool Performance Matters SEL Survey	14,250.00	Students	USD 0.00
3rd Party Item Bank Certica - All Subjects	14,250.00	Students	USD 27,076.97
PowerSchool Item Bank	14,250.00	Students	USD 0.00

Annual Ongoing Fees Total: **USD 144,770.73**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa/>

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Kenton Co School District
Signature:

Printed Name:

Title: Chief Financial Officer

Title:

Date: 28-MAY-2021

Date:

Statement of Work

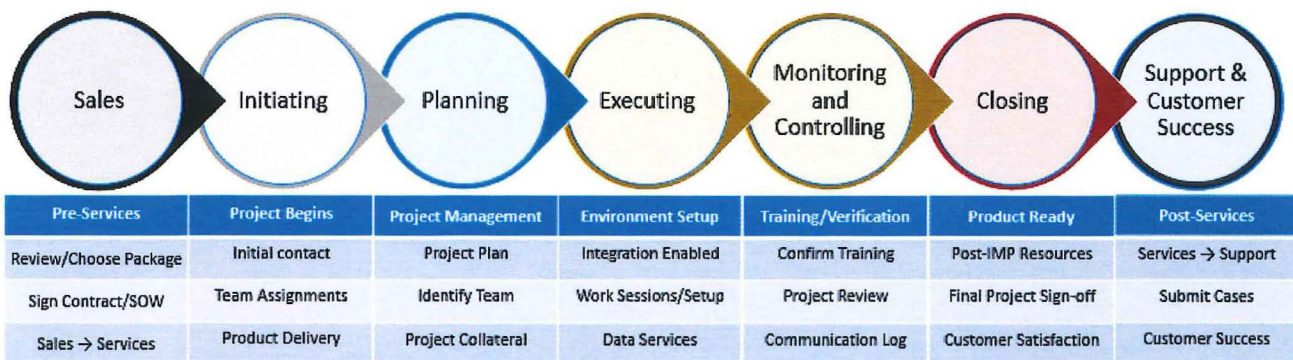
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Schoology Advance Statement of Work

Services

After we have received a signed Quote, a member of our onboarding team will schedule a Kick-off Call to begin the onboarding process. The Kick-off Call will give you the opportunity to introduce your key stakeholders, meet the LMS project team, review the onboarding process, and review your goals for adopting Schoology. During the Kick-off Call, your Project Manager will review the items above, address next steps, and address any questions you might have.

Following the Kick-off Call, your onboarding team will work with you and the Schoology project team to analyze the onboarding milestones. We will establish a timeline for the onboarding of your Schoology instance, which includes rollout, integration services, project management and professional development tailored to your needs. Schoology will provide continual support throughout the onboarding process.

Onboarding

During the beginning stages of the onboarding process, Schoology's team will work closely with your onboarding team to help guide them through the Schoology setup process. Items included in your onboarding are Schoology configuration, data consolidation, custom branding, domain customization, technical planning, data population, user authentication and platform consulting. These items contribute to the overall success of your onboarding strategy.

In addition to the standard onboarding services, you will also receive:

- Regular status calls for monitoring the progress of the onboarding
- Project Management services to support with creation and execution of project plan
- Access to a full onboarding team, including an Educational Impact Consultant (EIC).
- Instruction and consulting on system administration tools.
- Assistance with all aspects of the onboarding process via guidance, documentation, and platform consulting.
- Guidance for setting up custom authentication or single sign-on.
- Guidance and Best Practices for migrating data from existing LMS into Schoology.
- The creation of a Test Environment for importing and verification of data.
- Assistance with internal marketing to increase awareness and help maximize the transition to Schoology.

A successful onboarding is one that aligns with your organization's goals. The Schoology team will work with you to provide guidance and support throughout the onboarding process to ensure your goals are achieved. After completing your onboarding process, you will continue to engage with your Educational Impact Consultant and the Support team to ensure your adoption of the platform is successful.



Schoology Advance Statement of Work

Authentication Services

As part of these services, the project team will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, the team will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e., already implemented) where AppSwitcher is supported. This will be a one-time setup for which the implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Training

Training is an important aspect of your onboarding. Experience has shown us that developing Schoology experts within an organization helps our clients achieve continued success using Schoology. You will work with a member of Schoology's Professional Development team to draw from our extensive course catalog to develop an appropriate training plan that best fit your needs.

Remote Training

Our web training is setup for a maximum of 15 attendees and we recommend holding them in a computer lab with a projector and speaker phone. Most sessions are one to two hours in length and are most successful with a moderator present to facilitate questions. No-shows to sessions or cancellations within 24 hours can result in the loss of web hours of training.

As part of your onboarding, you will receive the following training:

- Schoology Enterprise System Administration Training
- Schoology for Master Instructors; 1 group of 15 attendees
- Follow-up Schoology Training Sessions (hours outlined in signed contract); groups of 15 attendees; your choice of courses from the course catalog

A successful Schoology rollout is one that aligns with your needs and goals. The Schoology Professional Development team will work with your project leaders in advance to determine the most effective training plan for your organization. The Schoology team strives to ensure that you have a positive onboarding experience, receive effective professional development, and have access to appropriate support resources after your onboarding is complete.

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Performance Matters Assessment & Analytics

Standard Statement of Work

Initiating

PowerSchool Responsibilities

- Send Welcome Email and Intake Survey
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist(s)
 - Education Impact Consultant (EIC)
- Schedule Session One: Kickoff Meeting
- Provision and configure production environment

Customer Responsibilities

- Complete Intake Survey
- Identify Customer Project Team
 - **Primary Contact:** this individual is the primary point of contact between PowerSchool and customer for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
 - **Assessment & Curriculum Director:** this individual is a district-level administrator who is knowledgeable about curriculum and content; they will partner with PowerSchool to ensure that assessment and curriculum requirements are being met, and will provide insight into how Performance Matters can better meet those needs.
 - **Data Lead Specialist:** this individual is a data administrator, or anyone with administrative access to your SIS; they should also be familiar with exporting data files.
- Schedule Session One: Kickoff Meeting
- Identify assessment data measures that will be imported during implementation
- Identify methods for exporting and providing assessment data measures

Completion Criteria

This activity will be considered complete when:

- Intake Survey is completed
- Project Teams are identified
- Session One: Kickoff Meeting is scheduled

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Performance Matters Assessment & Analytics

Standard Statement of Work

Planning

PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Provide best practice recommendations on roles, resources, and milestones
- Update the Project Plan to reflect anticipated implementation timeline and assigned resources
- Identify tentative dates for training
- Schedule regular project status update sessions

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Partner with PowerSchool resources to establish implementation timeline and business needs
- Partner with PowerSchool resources to establish tentative training dates
- Review provided PowerSchool documents post-Kickoff Meeting
- Manage business process change

Completion Criteria

This activity will be considered complete when:

- Session One: Kickoff Meeting is completed
- The Project Plan is revised and updated
- Authentication document is completed and delivered



Performance Matters Assessment & Analytics

Standard Statement of Work

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete



Performance Matters Assessment & Analytics

Standard Statement of Work

Executing

During the Executing phase of the implementation project, PowerSchool will partner with the customer to configure and set up the solution, dictated by the package and services purchased:

Assessment & Analytics Standard Package | 12-Week Implementation

- Analytics (Baseball Card, Scoreboard, My Dashboard)
- Assessment (OLA, SIA)
- Comprehensive Data Imports
 - Core Files (student, teacher, course, schedule, school)
 - Grades, Attendance (daily and/or period), Discipline
- State assessment measures data imports (including up to three years of historical data)
- Partner assessment measures data imports
 - iReady
 - STAR
- Three supported third-party assessment measures data imports (including up to three years of historical data)
- Integrations (as applicable)
 - PowerSchool SIS Gradebook Writeback
 - eSchoolPLUS Teacher Access Center Writeback
 - Schoology
 - Kickboard
- Interventions & Early Warning System (EWS)
- Staff & Student SSO (SAML)
- Training: 5 participants, 3 days

Throughout the implementation project, PowerSchool will schedule and conduct regularly recurring working sessions, roughly following the below guidelines.

Please note: this is a tentative outline of each project session, and is subject to change based on timeline requirements):

Performance Matters Assessment & Analytics

Standard Statement of Work

Session	Topics
Planning	
Session 1: Kickoff Meeting	Review Implementation Process, Deliverables, Expectations, Project Plan Capture answers to Discovery Questions
Executing	
Session 2: Core Data	Pull & Schedule Core Files (Student, Teacher, Course, Schedule, School) Pull & Schedule Grades, Attendance (daily and/or period), Discipline Review requirements and layouts for assessment files
Session 3: Assessment Data Review	Address outstanding questions related to core data imports Verify completion of core data import and signoff on each type Review color cuts for grades and assessment data requirements Review imported assessment data
Session 4: Settings and Permissions	Review imported assessment data and signoff on each assessment type Review and configure settings and permissions
Session 5: Student Login, Custom User Files	Review Student Login and Custom User files Review scanner setup (if applicable)
Session 6: Custom Filter, Student Portal	Discuss process for updating non-staff users Review Custom Filter File Review Student Portal Review and schedule training
Session 7: Early Warning System (EWS)	Review and configure EWS Confirm EWS configuration completed
Session 8: Project Review	Ensure any outstanding items are addressed Introduce project closure process and next steps
Monitoring	
Session 9: Admin Walkthrough	Review solution end-to-end Discuss next steps and roll-out plan Review and complete Confirmation of Deliverables document
Session 10: Transition to Support	Review methods for contacting Support Introduce next steps and complete implementation project

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Performance Matters Assessment & Analytics

Standard Statement of Work

PowerSchool Responsibilities

Project Management

- Schedule and conduct regularly recurring remote working sessions
- Maintain project plan with updated assignments and due dates
- Provide status updates and meeting notes to all project team members
- Ensure timely completion of milestones and maintain adherence to project timeline
- Partner with customer to coordinate training and product rollout

System Configuration & Data Imports

- Provision production site and configure features and permissions
- Collaborate with customer to pull and schedule core data and grades, attendance, and discipline
- Collaborate with customer to import and validate assessment data using provided templates
- Collaborate with customer to ensure solution is configured appropriately

Consulting

- Offer consultative services adhering to best practices
- Partner with customer to coordinate training and product rollout

Customer Responsibilities

- Participate in regularly recurring remote working sessions
- Track completion of assigned tasks and determined due dates in project plan
- Ensure timely completion of deliverables and milestones while maintaining adherence to project timeline
- Collaborate with PowerSchool to pull and schedule core data and grades, attendance, and discipline
- Extract assessment data from existing system(s) and provide in the requested format through SFTP account
- Collaborate with PowerSchool to import and validate assessment data using provided templates
- Review and verify accuracy of imported data
- Collaborate with PowerSchool to ensure solution is configured appropriately
- Manage customer process change throughout the project
- Review and verify solution configuration throughout the duration of the project
- Provide signoff on specified milestones to confirm completion throughout project
- Collaborate with PowerSchool for consultation and best practices

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Performance Matters Assessment & Analytics

Standard Statement of Work

Completion Criteria

This activity will be considered complete when:

- Core data has been pulled, scheduled, and verified
- Assessment data has been imported and validated
- Consultation services have been provided to ensure best practices and effective adoption
- Customer has provided signoff on project milestones

Monitoring

PowerSchool Responsibilities

- Provide guidance for standard user acceptance testing procedures
- Collaborate with customer to schedule purchased training session(s)
- Collaborate with customer for consultation and best practices

Customer Responsibilities

- Complete standard user acceptance testing procedures
- Collaborate with PowerSchool to schedule purchased training session(s)
- Collaborate with PowerSchool for consultation and best practices
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- Customer has completed standard user acceptance testing
- Customer has scheduled and coordinated training sessions(s)



Performance Matters Assessment & Analytics

Standard Statement of Work

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Review Support contact methods and understand that Support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from the Kenton County Board of Education (herein referred to as “KCBOE”) as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.”

Vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

Vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and Vendor abides by the requirements set forth in that exception. Notification shall be in writing.

Vendor hereby agrees to report to KCBOE, immediately and within seventy-two (72) hours, any known instances of missing data, data that has been inappropriately shared, or data taken off site.

Vendor hereby agrees that the KCBOE may withhold payment(s) owed to Vendor for any violation of the Act’s notification requirements.

Vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933. Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, Vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) Vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and standard industry practices and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to KCBOE, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

- Vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student’s parent. Vendor shall work with KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, Vendor may assist KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.
- Pursuant to KRS 365.734, Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, Vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, Vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, KCBOE discloses to Vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, et seq.), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 et seq., and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 et seq.), Vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

Vendor hereby agrees to report to KCBOE, immediately and within seventy-two (72) hours, any known instances of missing data, data that has been inappropriately shared, or data taken off site.

Vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would 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.

Vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

Vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Powerschool Group LLC

Vendor Name

150 Parkshore Drive, Folsom, CA 95630

Vendor Address

Vendor Telephone

Vendor Email Address

DocuSigned by:
Phil Radmilovic

Signature by Vendor's Authorized Representative

Phil Radmilovic

Printed Name VP Treasurer

6/2/2021

Date



MAIN SERVICES AGREEMENT

January 1, 2021 version

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

1. DEFINITIONS.

1.1. *"Account Country"* is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. *"Agreement"* means this Main Services Agreement and all referenced exhibits.

1.3. *"Customer"* means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

1.4. *"Customer Data"* means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

1.5. *"De-identified Data"* means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

1.6. *"Documentation"* means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

1.7. *"Embedded Applications"* means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

1.8. *"Hosting Services"* means the hosting of the Customer's on-premises Subscription Service(s) and Embedded Applications by PowerSchool or its hosting providers from a server farm that is comprised of application, data, and remote access servers used to store and run the PowerSchool Product(s) and Embedded Applications, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

1.9. *"Intellectual Property Rights"* means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.10. *"Licensed Site(s)"* means the internet address of the web-based, PowerSchool Products(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their



third-party vendor listed on a PowerSchool Quote.

1.11. "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s).

1.12. "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

1.13. "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive,
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive,
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.15. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.16. "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

1.17. "Provincial Reporting Code" or "PRC" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.18. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references the applicable agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties.

1.19. "SaaS" means the acronym for the phrase "software as a service."

1.20. "Services" means any combination of the following: a) on-premises Hosting Services, and/or b) Professional Services.

1.21. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.22. "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications. Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool; or in servers on the Customer's premises as identified on the applicable Quote.

1.23. "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

1.24. "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.25. "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

1.26. "Term" means the duration of the Agreement as described in section 11.1.

1.27. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third-Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software.

1.28. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s).

1.29. "User(s)" means individuals authorized by the Customer who access PowerSchool Product(s). User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).



2. POWERSCHOOL PRODUCT SUBSCRIPTION. The type of subscription applicable to Customer will be specified in the Quote.

2.1 SUBSCRIPTION SERVICE(S). Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Service(s) available to the Customer and for the contracted quantity at each Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Service(s) to Customer and User(s), and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Service(s) available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in Section 14.3.2 (Force Majeure), internet service provider failure or delay, Third-Party Software, or denial-of-service attack; and (d) provide the Services in accordance with PowerSchool's policies, existing laws, and government regulations applicable to PowerSchool's provision of its Subscription Service(s) to its customers generally (i.e., without regard for Customer's particular use of the Subscription Service(s)). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.2 On-Premises Subscription. Where the Customer contracts for an on-premises deployment of a Subscription Service(s), PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service(s) specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote as set forth in **Section 7** (Pricing, Enrollment Increases) of this Agreement. As part of the Subscription Service(s), PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Subscription Service(s) will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer

herein are expressly reserved by PowerSchool.

2.3 Restrictions on Subscription Service(s). Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent.

2.3.1 Customer will use the PowerSchool Product(s) only for the internal purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data, or the data of any other PowerSchool Customer.

2.3.2 In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites; or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3.3 Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise;



(c) write or develop any derivative works based upon the PowerSchool Product(s). To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights.

PowerSchool alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

3.2 Trademarks. The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data. PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations



that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer Confidential Information" means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Public Record Act. Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure.

3.5 Customer Data Security and Privacy. PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

3.6 Use of Feedback. Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s).

4. SUPPORT AND OTHER SERVICES. As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#).

5. FEES AND TAXES. Customer agrees to pay PowerSchool, in accordance with payment

terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE. Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In



the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes; fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Product(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

9. LIMITED WARRANTY.

PowerSchool warrants that the media on which Subscription Service(s) is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Customer's exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Service(s) during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Service(s), and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Service(s). For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

10. DISCLAIMER OF OTHER WARRANTIES.

POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the later of five (5) years from the Effective Date; or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement.

11.2 Subscription Term. The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

11.3 Suspension. PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified that an objective security threat arises so great as to warrant immediate action by

PowerSchool to protect the security of Customer data and the PowerSchool systems.

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of **Section 3** could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.5 No Termination for Convenience. Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

11.6 Termination for Non-Appropriation. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at



least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non- appropriation of funds.

11.7 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

13. INDEMNIFICATION.

13.1. Indemnification by PowerSchool.

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused

portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s).

13.2. Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

14. GENERAL PROVISIONS

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer

Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate



information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.6 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.7 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.8 Notices. All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

14.9 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

14.10 Facilities. Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.11 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nationwide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a



background check of its employees before any assignment of services from PowerSchool to the Customer.

14.12 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.13 U.S. Government Restricted Rights. PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

14.14 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.15 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.16 Security. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification.

14.17 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The



terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.



EXHIBIT A

SUPPORT POLICY

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 "Errors" means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.2 "Fix" means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.3 "New Products" means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement.

1.4 "New Version" means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

1.5 "Support Services" means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

1.6 "Telephone and E-mail Support" means telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool's place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current



support subscription).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a Statement of Work or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.



4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

5. **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.

6. **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.

7. **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.



EXHIBIT C

HOSTING SERVICES POLICY

1. Term; Fees. Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS.

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services.



EXHIBIT D

DATA PRIVACY AND SECURITY

1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. PowerSchool Materials.** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, “**PowerSchool’s Pre-existing Intellectual Property**”) will remain PowerSchool’s property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently.
- 1.2. Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data.
- 1.3. Ownership.** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool’s Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer.
- 1.4. Compliance.** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor.
- 1.4.1. Canada.** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.
- 1.4.2. United States.** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include



personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.

1.4.3. European Union. For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).

1.4.4. United Kingdom. For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.

1.4.5. Switzerland. For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

1.5. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).

1.6. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.

1.7. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.



1.8. PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless: (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work; (ii) such disclosure is permitted under applicable privacy laws; and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure.

2. Return and Disposition of Data.

- 2.1.** Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2.** Partial Disposal During Term of this Agreement. Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3.** Complete Disposal Upon Termination of this Agreement. Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4.** Transfer to Succeeding Vendor Upon Termination. Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon



as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
 - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
 - 3.6. **Sub-processors Bound.** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
 - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
 - 3.8. **PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.**



4. **Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a “**Breach**”), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
5. **Breach Process.** In the event of a Breach, PowerSchool will follow the following process:
 - 5.1. The security breach notification will be written in plain language, will be titled “Notice of Data Breach,” and will present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - 5.2. The security breach notification described above in **Section 4.1** will include, at a minimum, the following information:
 - 5.2.1. The name and contact information of Customer’s Designee or his/her designee for this purpose.
 - 5.2.2. A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach.
 - 5.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 5.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5.2.5. A general description of the Breach, if that information is possible to determine at the time the notice is provided.
 - 5.3. PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
 - 5.4. PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 5.5. If Customer requests PowerSchool’s assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether



such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above.

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant.

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing.



EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third-party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensors' platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all

modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.

c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer's state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer's state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however,



PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.