PowerSchool

MAIN SERVICES AGREEMENT
February 14, 2022 version

The terms and conditions of this Main Services Agreement (with all attached exhibits and referenced documents and links, the "**Main Services Agreement**"), and combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the "**Agreement**," as may be amended from time to time. The Quotes and SOWs may be collectively referred to as the "**Transaction Documents**."

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) ("PowerSchool") and Customer (as defined below) and governs Customer's access and use of PowerSchool Offering(s) (as defined below). This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement, or (iii) the date on which Customer accesses the PowerSchool Offering (the "Effective Date"). Each PowerSchool and Customer is individually referred to as a "Party" and collectively as the "Parties."

Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by this Agreement.

Exhibits: Below is a list of exhibits incorporated into this Agreement.

Exhibit A: PowerSchool Support Policy and Service Level Agreement
https://www.powerschool.com/Exhibit A-Support-Policy-SLA_Feb2022/

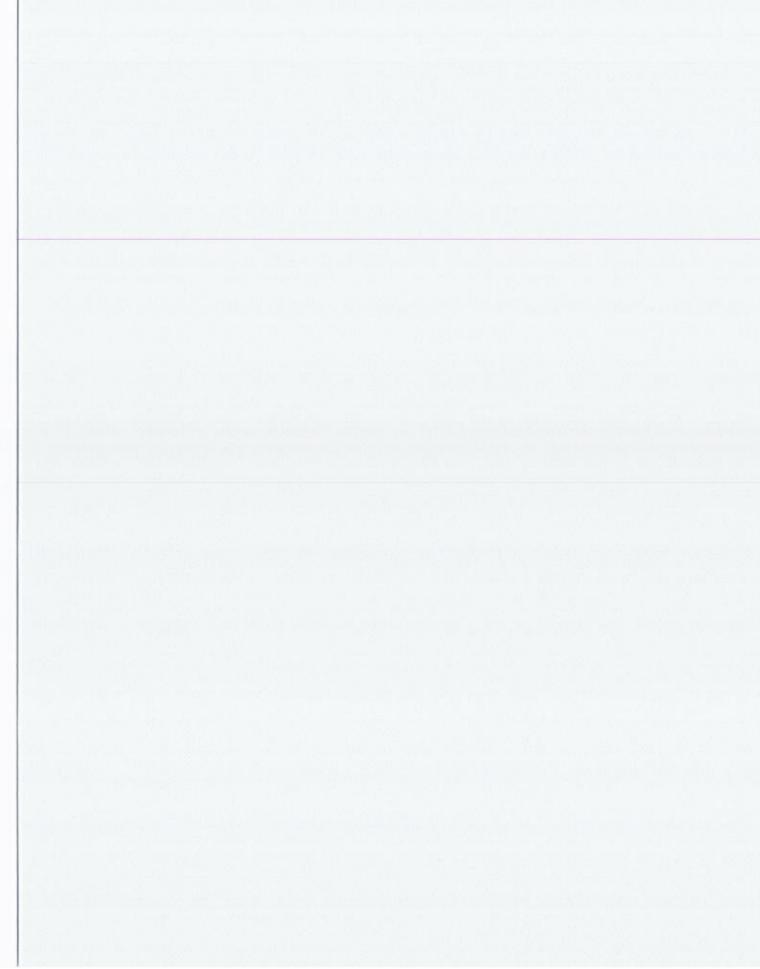Exhibit B: Professional Services Policy
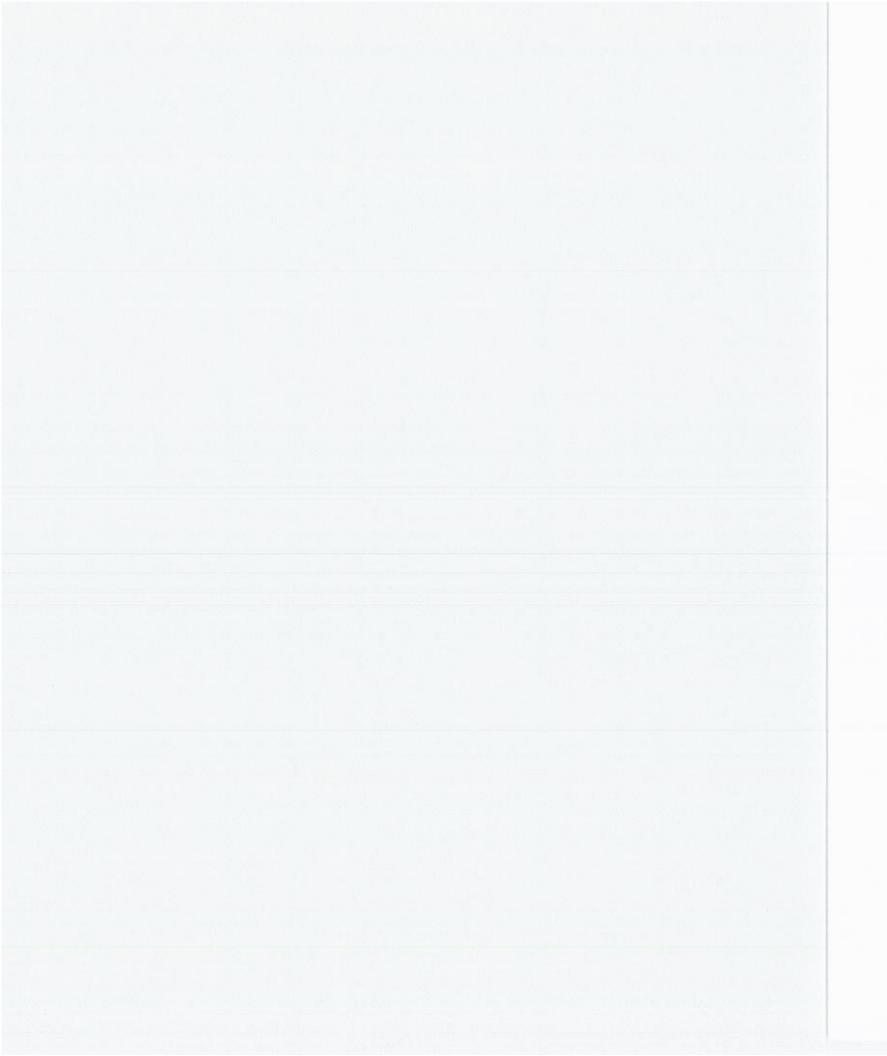https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/

Exhibit C: Data Privacy Agreement
https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/

Exhibit D: Product Specific Terms
https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/

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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. "**Customer**" means the school, school district, or other entity that purchases one or more of the Services, as identified on the applicable Quote.

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

1.4. "**De-identified Data**" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual or User provided that the data processor: (a) takes reasonable measures to ensure that the information cannot be associated with an individual or User; (b) publicly commits to maintain and use the information in de-identified form and not to attempt to re-identify the information, except that the data processor may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of this definition; and (c) contractually obligates any recipients of the information to comply with the terms of this definition.

1.5. "**Documentation**" means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software that are delivered or made available to Customer by PowerSchool or through the Subscription Service, including any updates thereto.

1.6. "**Embedded Applications**" means software applications developed by third parties that resides within PowerSchool's proprietary software as part of the Subscription Services.

1.7. "**Excluded Claims**" means claims or liability arising out of: (a) Customer's Breach of Section 2.4 (Restrictions) or Section 4 (Proprietary Rights); (b) a Party's breach of its obligations in Section 5 (Confidentiality) (including obligations and/or claims relating to Customer Data); or (c) either Party's indemnity obligations under Section 10 (Indemnification).

1.8. "**Intellectual Property Rights**" means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

1.9. "**Licensed Site(s)**" means the internet address of the web-based location for accessing a SaaS Subscription, or for a location of an on-premise implementation under an On-Premise Subscription for any PowerSchool Software listed on a PowerSchool Quote.

1.10. "**PowerSchool Contracting Entity**" means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada, the United States, or India[1]	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.11. "**PowerSchool Offering**" means any Subscription Service(s), Licensed Third-Party Software and/or Professional Services provided to Customer or described on a Quote.

1.12. "**PowerSchool Software**" means PowerSchool's proprietary software applications and the associated Embedded Applications, as further described in the applicable Quote, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "**Professional Services**" means the services that are identified and described on a Quote and/or a Statement of Work, which services my include setup, implementation, configuration, training, education, consulting, customization and other professional services.
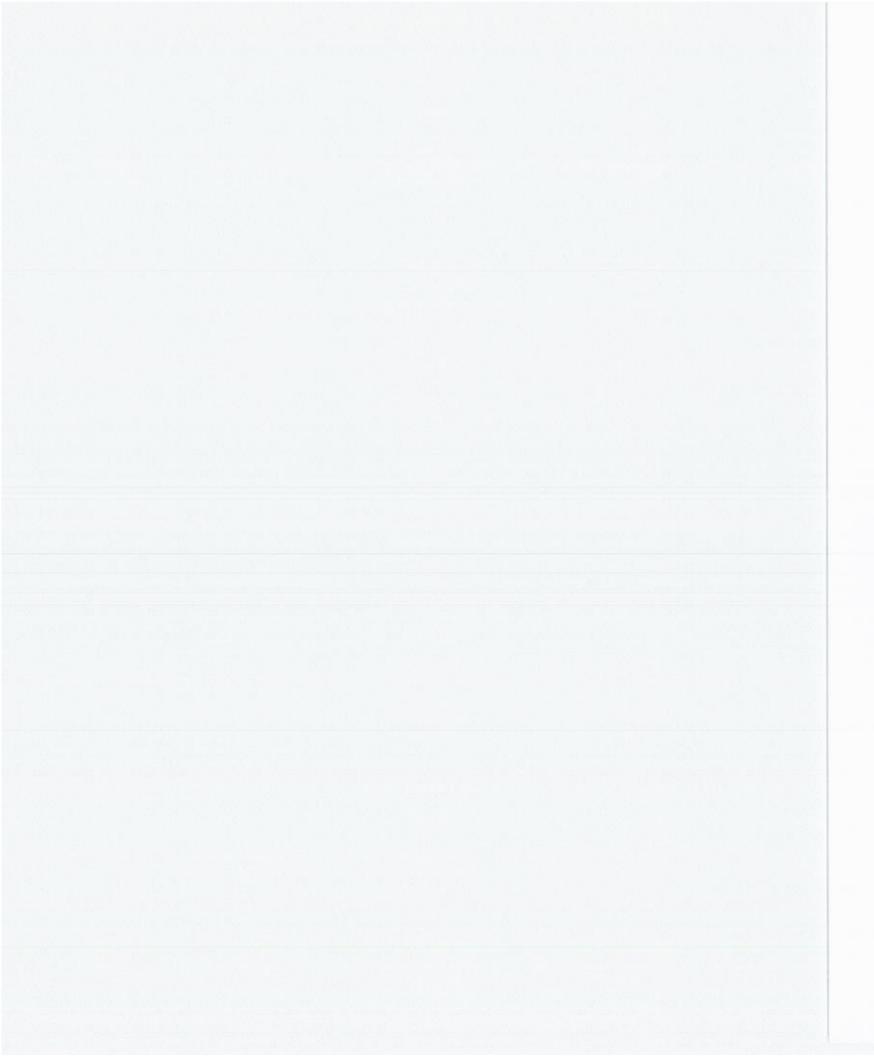
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[1] PowerSchool Offerings in India are under a different Main Services Agreement.

1.14. "**Provincial Reporting Code**" *or* "**PRC**" means PowerSchool Offering 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.

1.15. "**Quote**" means PowerSchool's standard order form that (i) specifies the PowerSchool Offering and other services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated to or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

1.16. "**State Reporting Code (or SRC)**" means the PowerSchool Offering 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.

1.17. "**Statement of Work**" *or* "**SOW**" means a statement of work document that references this Agreement and describes the scope of work to be performed, including, without limitation, any applicable (i) milestones and dependencies, (ii) methodologies, (iii) technical requirements (iv) project responsibilities; and (iii) estimated or actual pricing.

1.18. "**Subscription Services**" means the On-Premise Subscription(s) and SaaS Subscription(s) provided to Customer by PowerSchool.

1.18.1. "**On-Premise Subscription**" mean provision of the PowerSchool Software for installation on servers on Customer's premises for a defined period as identified on the applicable Quote and hosted by Customer or its designated third-party hosting provider, including any accompanying Support Services.

1.18.2. "**SaaS Subscription**" means subscription-based access to certain PowerSchool-Software as a cloud-based service provided to Customer pursuant to this Agreement, now or in the future, including any accompanying Support Services.

1.19. "**Subscription Term**" has the meaning set forth in Section 13.2 (Subscription Term).

1.20. "**Support Services**" means maintenance and support for the PowerSchool Software provided under this Agreement, as further defined and described in Exhibit A (Support Policy and Service Level Agreement). PowerSchool will provide the applicable Support Services as part of the Subscription Services subject to the terms of this Agreement.

1.21. "**Term**" has the meaning set forth in Section 13.1 (Agreement Term).

1.22. "**Third-Party Software**" means software products supplied or developed for a particular purpose by someone other than PowerSchool. Third-Party Software does not include Embedded Applications.

1.22.1. "**Licensed Third-Party Software**" means Third-Party Software licensed by PowerSchool bundled with a Subscription Service.

1.22.2. "**Other Third-Party Software**" means Third-Party Software not licensed by PowerSchool.

1.23. "**Trademarks**" means all trademarks, service marks, trade dress, logos, slogans, trade names, business names, fictitious business names, and other source identifiers, including domain names, together with all translations, adaptations, derivations, and combinations thereof, whether registered or unregistered (as the case may be), and including all of the goodwill of the business related to the foregoing.

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

1.25. "**User(s)**" means individuals authorized by the Customer to access PowerSchool Software. 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 Software.

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2. POWERSCHOOL OFFERING AND RESTRICTIONS.

2.1   SaaS Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) make the SaaS Subscription available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard Support Services for the SaaS Subscription to Customer and Users, and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement); and (c) host the SaaS Subscription pursuant to the terms of the service level agreement set forth on Exhibit A (Support Policy and Service Level Agreement). Provision of the SaaS Subscription is subject to the terms of the Agreement and the applicable portions of the PowerSchool privacy policy (the "**Privacy Policy**") located at http://www.powerschool.com/privacy (as may be updated from time to time.

2.2   On-Premise Subscription. Where the Customer contracts for an On-Premise Subscription and if Customer makes all payments on time, PowerSchool, during the Subscription Term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such On-Premise Subscription specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote. PowerSchool shall provide applicable PowerSchool standard Support Services for the On-Premise Subscription to Customer and Users and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement).

2.3   Professional Services. PowerSchool will provide Professional Services mutually agreed upon by the Parties via a Statement of Work pursuant to the terms of Exhibit B (Professional Services Policy) and the applicable Transaction Document.

2.4   Restrictions. Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.4.1 Customer will use the PowerSchool Offering(s) only for the internal purposes of Customer and only for Licensed Sites. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.4.2 Customer will not, and will not permit Users or third parties to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer's internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool.

2.4.3 For any PowerSchool Offering that may include messaging, Customer understands that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via PowerSchool's Offering. PowerSchool is responsible for payment for all SMS sent FROM PowerSchool's Offering. Customer is responsible for ensuring parents or registered contacts receiving said SMS have opted into PowerSchool's Offering program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer's Users, and for compliance with the Telephone Consumer Protection Act ("**TCPA**").

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In no event will PowerSchool be liable for Customer's use of SMS. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer's mobile service operator. Customer represents and warrants that when using any PowerSchool Offering, Customer will comply with all applicable laws and regulations, including the TCPA and privacy laws.

2.4.4 If unauthorized access to, or use of, the Subscription Services occurs, Customer shall promptly notify PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

2.4.5 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted PowerSchool Offerings, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems.

2.4.6 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the PowerSchool Offering upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.5 Updates to Subscription Services. Over the course of the Term, PowerSchool may, in its sole discretion, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will be at no cost to Customer and will not materially degrade existing features and functionality. Accordingly, PowerSchool reserves the right to update and/or upgrade the PowerSchool Software provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally. In addition, PowerSchool may release new features, functionality, software, or user types that are only available under a different pricing model or on a version of PowerSchool Software other than the version Customer currently accesses. In the event Customer desires to purchase any new features, PowerSchool reserves the right, in its sole discretion, to update Customer's account, pricing model, or

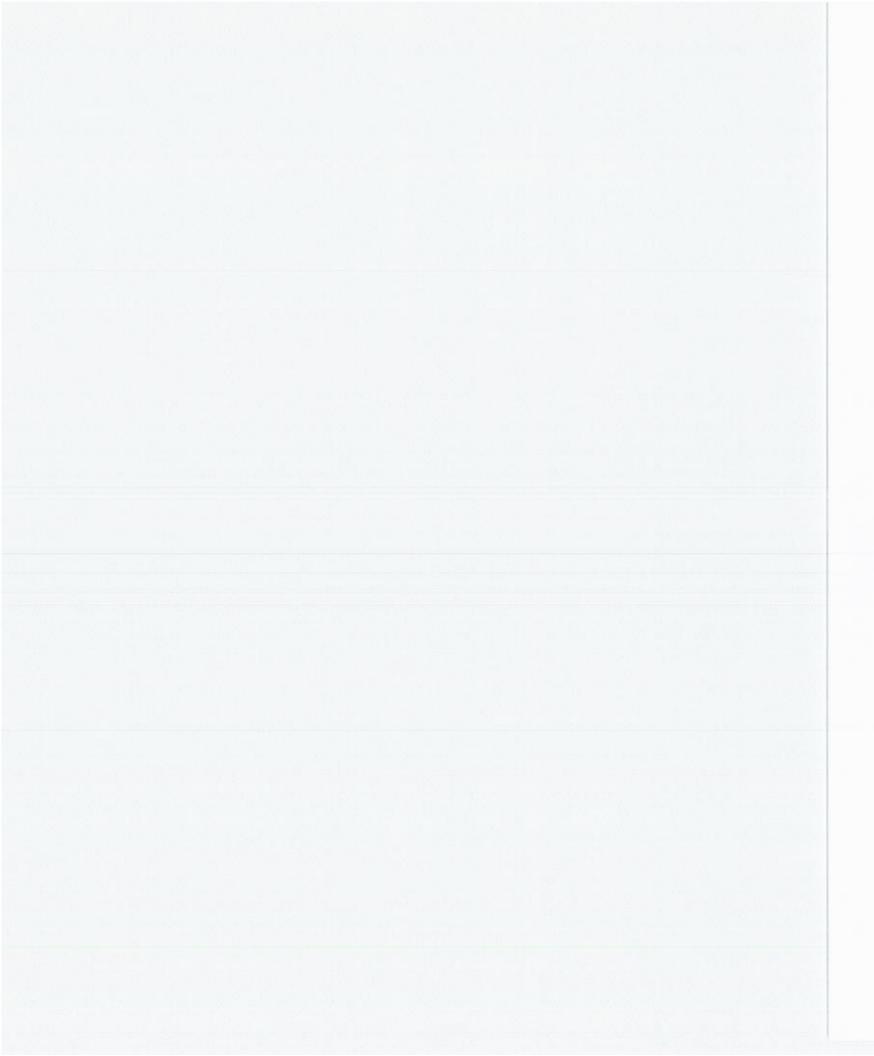PowerSchool Software version to facilitate the provision of such new features.

2.6 End-of-Life Policy. PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL. Such credit can be applied towards the future purchase of a PowerSchool Offering within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

3. CUSTOMER DATA

3.1 Rights in Customer Data. As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 4 (Proprietary Rights).

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subcontractors and sub-processors and the PowerSchool personnel as are necessary or useful to provide and perform the Subscription Services and deliver the PowerSchool Offering or to prevent or address service or technical problems under this Agreement. Subject to PowerSchool's rights granted in this Section 3.2 and Sections 5.4 and 5.5 related to compelled disclosure and its rights with respect to Transaction Data and De-Identified Data, PowerSchool will not share, rent or sell the Customer Data with third parties without Customer's express consent and will treat such data as Confidential Information. PowerSchool agrees to execute a data processing agreement or addendum in a form and substance identical or substantially similar to the PowerSchool Data Privacy Agreement ("**DPA**") set forth on Exhibit C.

3.3 Customer Obligations.

3.3.1 In General. Customer will ensure that its use of each PowerSchool

Offering and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to PowerSchool in Section 3.2 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Customer represents and warrants that Customer has either explicit consent or consent under applicable law to collect Customer Data.

3.3.2 <u>User ID and Password Protection</u>. Customer will require that all Users keep user identification ("**ID**") and password information strictly confidential and not share such information with any unauthorized person. Customer is solely responsible for any and all activities that occur under all Customer accounts.

3.3.3 <u>Notification</u>. Customer agrees to notify PowerSchool immediately in writing of any unauthorized use of Customer's accounts, any unauthorized use or distribution of PowerSchool Offering, or any other breach of security of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated.

3.3.4 <u>Compatible Equipment</u>. 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 Offering. PowerSchool will not be responsible for any incompatibility between PowerSchool Offering and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Offering. 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 **Data Privacy and Security.** PowerSchool will abide by the terms of the DPA executed with Customer or, if none is executed, by the terms of the DPA set forth on <u>Exhibit C</u>, with respect to the security of the Customer Data within the PowerSchool Offering. The Parties shall comply with said DPA and said DPA shall supplement the terms of this Agreement.

3.5 **Security Training.** 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 Offering when available within the applicable PowerSchool Offering. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

3.6 **"Active Match" Activation.** Where the Customer licenses the PowerSchool Naviance product, the Customer hereby expressly grants consent to the functionality branded "ActiveMatch." The college-planning function contained in the Naviance application includes certain features (collectively, "**Matching**") that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**Higher Education Institutions**"). Matching is active upon implementation of Naviance. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Naviance product by Users. Matching may be turned on or off at any time after implementation at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student, via the student's parent or legal guardian, has explicitly opted to send his/her information directly to the Higher Education Institution.

3.7 **Customer-Specific Data Warehouse.** If Customer executes a Quote to purchase a SaaS Subscription using certain PowerSchool's technology that requires the creation of a Customer-specific data warehouse and subject to the terms of an executed DPA between Customer and PowerSchool, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the service ("**Customer-Specific Data Warehouse**"), and Customer hereby consents to the creation of

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such Customer-Specific Data Warehouse. Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers.
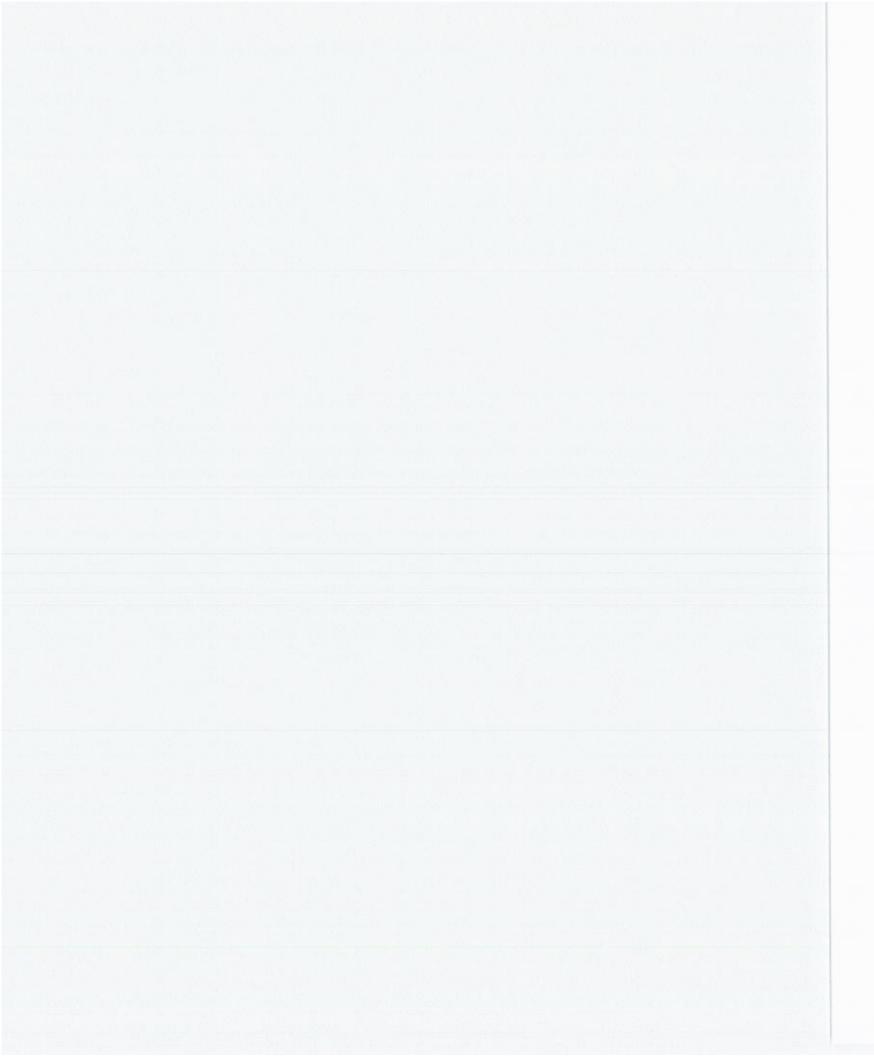
4. PROPRIETARY RIGHTS

4.1 PowerSchool Offerings and Software. PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the PowerSchool Offering and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Offering or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Offering, including any rights to the Intellectual Property Rights in connection therewith.

4.2 Transaction Data. Notwithstanding anything to the contrary in this Agreement, PowerSchool has the right to collect and use Transaction Data for internal research and to develop, improve, support, and operate its products and services during and after the Term.

4.3 De-Identified Data. Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the PowerSchool Offering and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the PowerSchool Offering and PowerSchool Software and for other development, diagnostic and corrective purposes in connection with the PowerSchool Offering, PowerSchool Software, and other PowerSchool products and services, and (ii) disclose De-identified Data solely in connection with its business, including, without limitation, for training, marketing and promotional efforts.

4.4 Feedback. If Customer or any User elects to provide PowerSchool with any suggestions, comments, improvements, enhancement requests, recommendations, corrections, ideas or other feedback relating to the PowerSchool Offering or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Offering and PowerSchool Software any Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks, including, without limitation, the PowerSchool name, the PowerSchool logo, and other owned brands and product names associated with the PowerSchool Offering. No right or license is granted by this Agreement to their use.

4.6 Customer Trademarks. Customer exclusively owns all of its Trademarks, including, without limitation, the Customer name and logo.

4.7 No Use of Trademarks. Neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party.).

4.8 Marketing. Notwithstanding the foregoing Section 4.7 and subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of all PowerSchool Offering ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to legal@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal." After such thirty (30) day period, PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. Notwithstanding the foregoing, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will

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continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates. If PowerSchool requests, Customer agrees to participate in a case study, press release and/or cooperate with PowerSchool in speaking to the media, and to speak at a future PowerSchool event.

5. CONFIDENTIALITY.

5.1 Confidential Information. In connection with this Agreement, each Party (as the **"Disclosing Party"**) may disclose or make available Confidential Information to the other Party (as the **"Receiving Party"**). Subject to Section 5.2 (Exclusions), **"Confidential Information"** means non-public information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, suppliers, subcontractors, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool, and subject to Section 5.5 (Public Records Act), the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool. For purposes of this Section, Customer Data and any other Customer information or data labeled or identified as confidential at the time of disclosure to PowerSchool are the Confidential Information of Customer. To the extent the Parties executed a non-disclosure agreement prior to the Effective Date (the "**Prior NDA**"), such Prior NDA shall govern the confidential information exchanged by the Parties under the Prior NDA and the confidentiality obligations of this Agreement shall govern the exchange of Confidential Information by the Parties under this Agreement starting on the Effective Date.

5.2 Exclusions. Confidential Information does not include and the obligations of this Section 5 will not extend to any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;

(ii) is known by the Receiving Party at the time of receiving such information; (iii) is or becomes lawfully available from a third party without restriction; (iv) is hereafter furnished to the Receiving Party by a third party having the legal right to do so and without restriction on disclosure; or (v) is independently developed by the Receiving Party without the aid, , application or use of the Confidential Information.

5.3 Protection of Confidential Information. Except as expressly allowed in this Agreement, the Receiving Party shall: (a) keep completely confidential and will not publish or otherwise disclose the Disclosing Party's Confidential Information to any third party except to: (i) its affiliates, employees, consultants, contractors, sub-processors, or agents having a need to know (and only to the extent needed) and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those of this Agreement; or (ii) its legal, financial or other professional advisors as reasonably necessary, and (b) use the Disclosing Party's Confidential Information only in connection with the performance of its obligations under this Agreement. The Receiving Party shall protect the proprietary nature of the Confidential Information with no less care than it uses with respect to its own Confidential Information and, in any event, no less than reasonable care. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

5.4 Compelled Disclosure. If the Receiving Party is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any governmental entity or court order or pursuant to applicable law or rules of a stock exchange to disclose or provide any Confidential Information of the Disclosing Party (including disclosure that is reasonably necessary in prosecuting or defending litigation), the Receiving Party will provide the Disclosing Party with written notice of such request or demand as promptly as

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practicable under the circumstances so that the Disclosing Party will have an opportunity to seek an appropriate protective order. The Receiving Party agrees to take, and cause its employees, contractors, and representatives to take, at the Disclosing Party's expense, reasonable steps necessary to help the Disclosing Party seek to obtain confidential treatment by the Receiving Party. Subject to the foregoing, the Receiving Party may thereafter disclose or provide any such Confidential Information, as the case may be, to the extent (and only in such amount) required by such law (as so advised by counsel) or by lawful process or such governmental entity or court order.
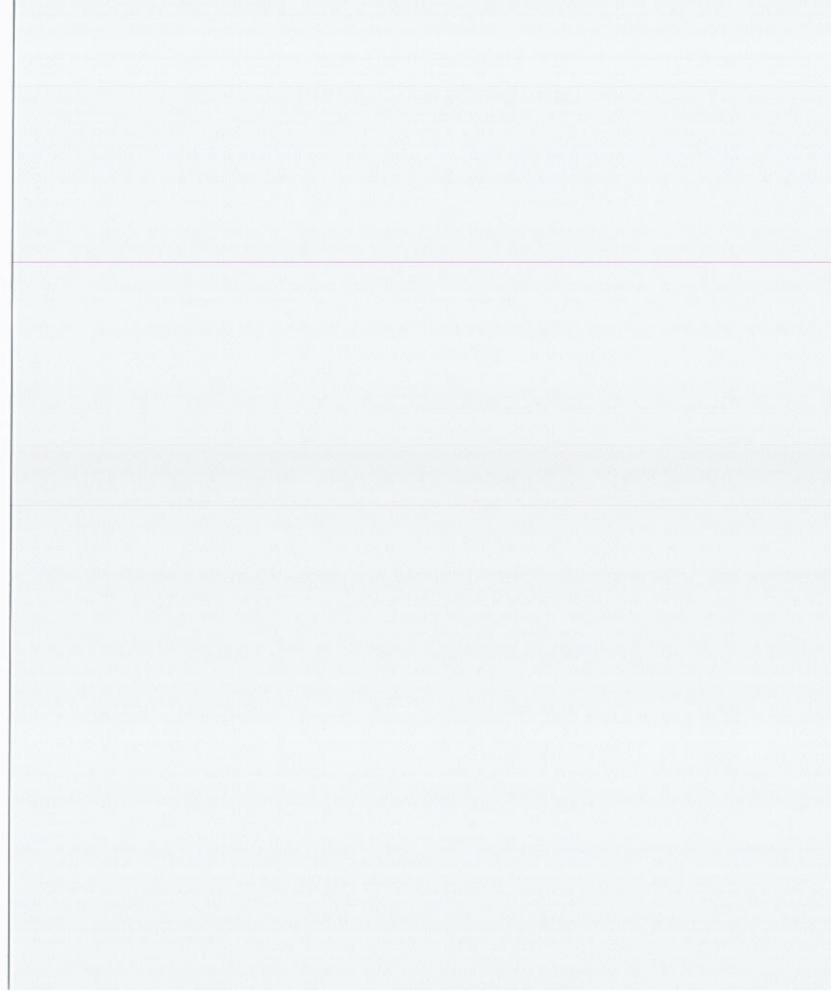
5.5   Public Record Act. Notwithstanding anything herein to the contrary in Section 5.3 (Protection of Confidential Information), PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to 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; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

5.6   Injunctive Relief. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.
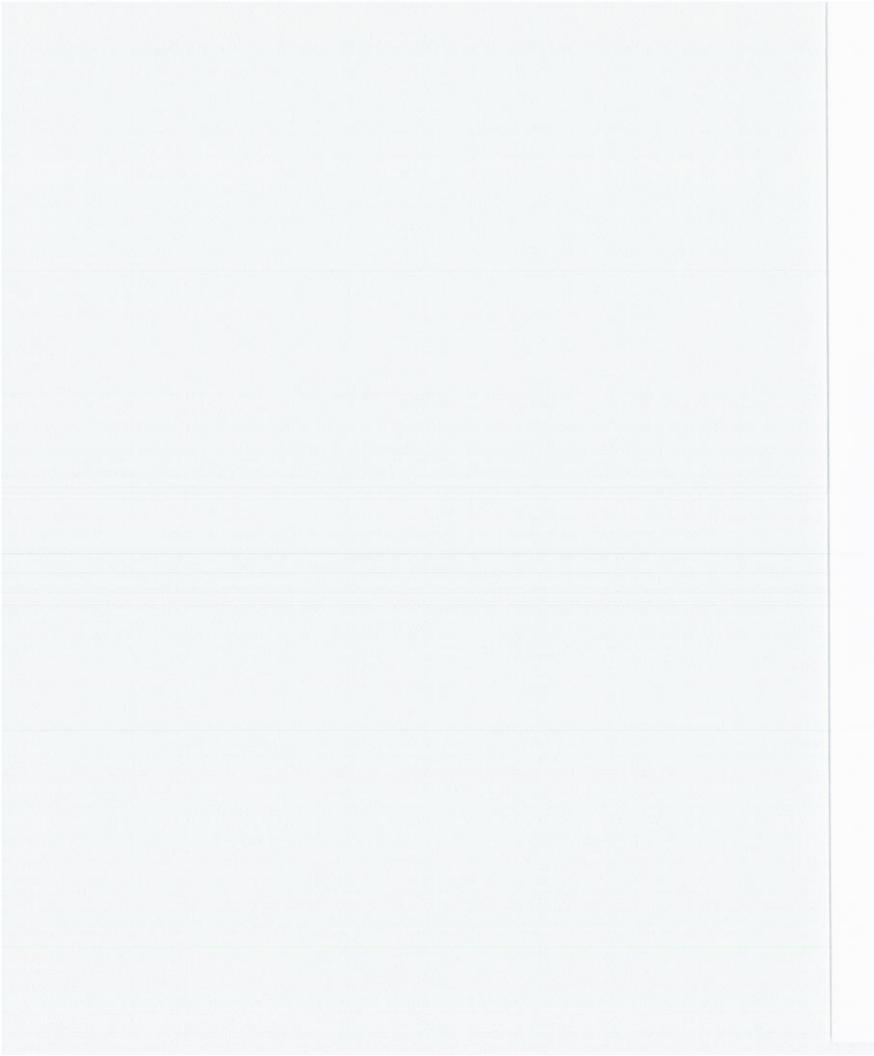
6.   FEES AND PAYMENT.

6.1   Fees. Customer agrees to pay PowerSchool, in accordance with the terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Offering 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, value-added, 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. All fees set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6.2   Enrollment Increases. Pricing for access to PowerSchool Offering may be a fixed fee or may be based on the quantity and student enrollment count identified in the applicable Quote. If fees are based on quantity or student count and Customer accesses PowerSchool Offering with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended or supplemental 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 the PowerSchool Offering by Customer's additional User count.

6.3   Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments by electronic payment, check or wire transfer to such address or account as specified on the invoice or otherwise specified by PowerSchool in writing. PowerSchool may accept credit card payment; provided that credit card payments shall subject Customer to a transaction fee and a $250,000 transaction limit. 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.

6.4   Tax Exempt Status. 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).

6.5   Payment Dispute. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If

the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.6   No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.5 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

7. THIRD-PARTY SOFTWARE; EMBEDDED APPLICATIONS.

7.1   Licensed Third-Party Software. Provision of Licensed Third-Party Software may be subject to an additional cost. If PowerSchool provides any Licensed Third-Party Software under this Agreement, PowerSchool shall be responsible for securing the licenses or authorizations required from the applicable third parties to provide such Licensed Third-Party Software to Customer. Sections 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), and 11 (Limitation of Liability) of this Agreement apply to Licensed Third-Party Software.

7.2   Other Third-Party Software. Other Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Other Third-Party Software is not supported by PowerSchool. All support, warranties, and services related to Other Third-Party Software are provided by the supplier of the Other Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Other Third-Party Software.

7.3   Embedded   Applications. PowerSchool Offering may contain Embedded Applications. If any additional license terms are identified in **Exhibit D (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.

8. WARRANTIES.

8.1   Mutual Warranties. Each Party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the individual accepting or executing the Main Services Agreement or a Transaction Document has the authority to bind such Party to the terms and conditions of this Agreement; and (c) when accepted or executed, this Agreement will constitute the legal, valid and binding obligation of each Party.

8.2   Limited   Warranty. PowerSchool warrants that the PowerSchool Software included in the SaaS Subscription or On-Premise Subscription will operate in substantial conformity with the applicable Documentation under normal use and circumstances.   If   Customer   notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit or refund of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

9.   DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION   8   (WARRANTIES), POWERSCHOOL   OFFERING(S), POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS",

AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL OFFERING WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL OFFERING WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE POWERSCHOOL OFFERING(S) WILL BE CORRECTED. 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. POWERSCHOOL DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 Intellectual Property Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any and all losses, liabilities, costs, expenses and damages (collectively, "**Liabilities**") to the extent arising out of or relating to any claim brought by a third party against Customer alleging the use of the PowerSchool Offering infringes or misappropriates the Intellectual Property Rights of such third party.

10.1.1 Mitigation. If Customer's use of the PowerSchool Offering is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the PowerSchool Offering, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Offering; or if (i) or (ii) is 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 fees prepaid by Customer for the applicable PowerSchool Offering.
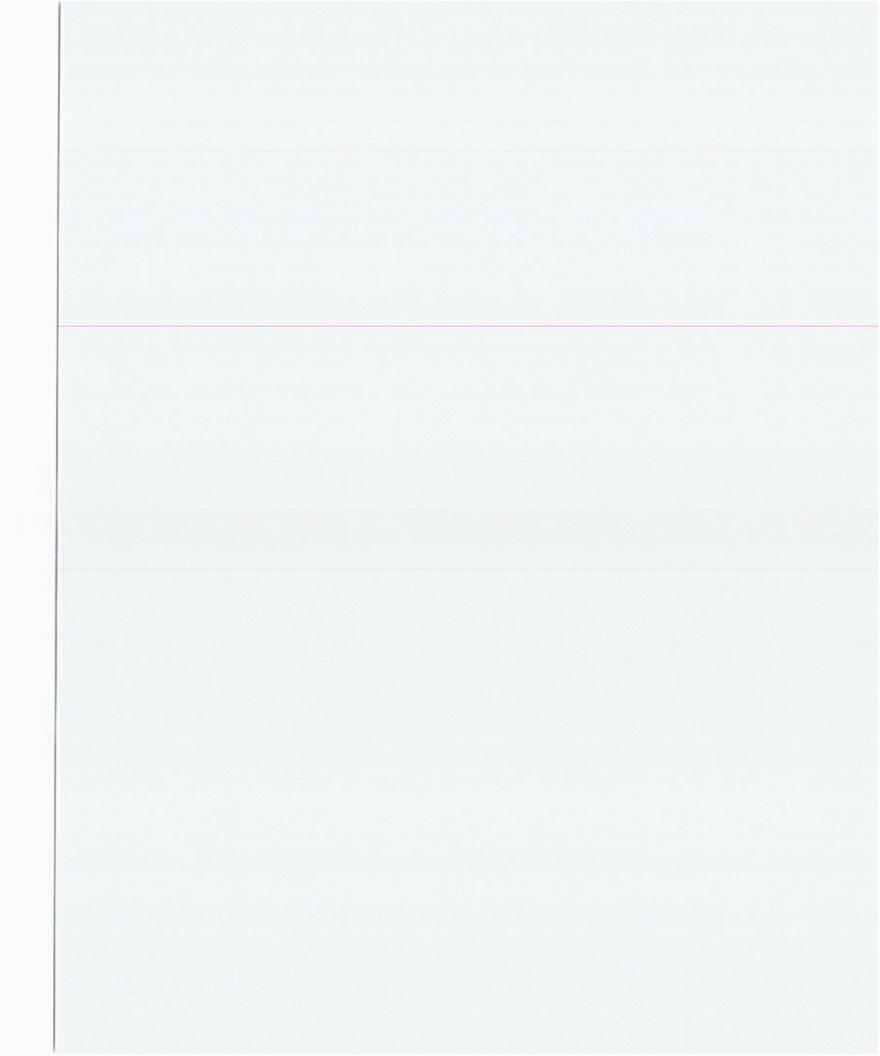
10.1.2 Exclusions. The foregoing indemnification obligation of PowerSchool will not apply to the extent the applicable claim arises from or is attributable to: (i) modifications to the PowerSchool Offering(s) by any party other than PowerSchool or based on Customer's specifications or requirements; (ii) the combination of the PowerSchool Offering(s) with products or processes not provided or authorized by PowerSchool; (iii) any unauthorized use, access, or distribution of the PowerSchool Offering(s); or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by PowerSchool.
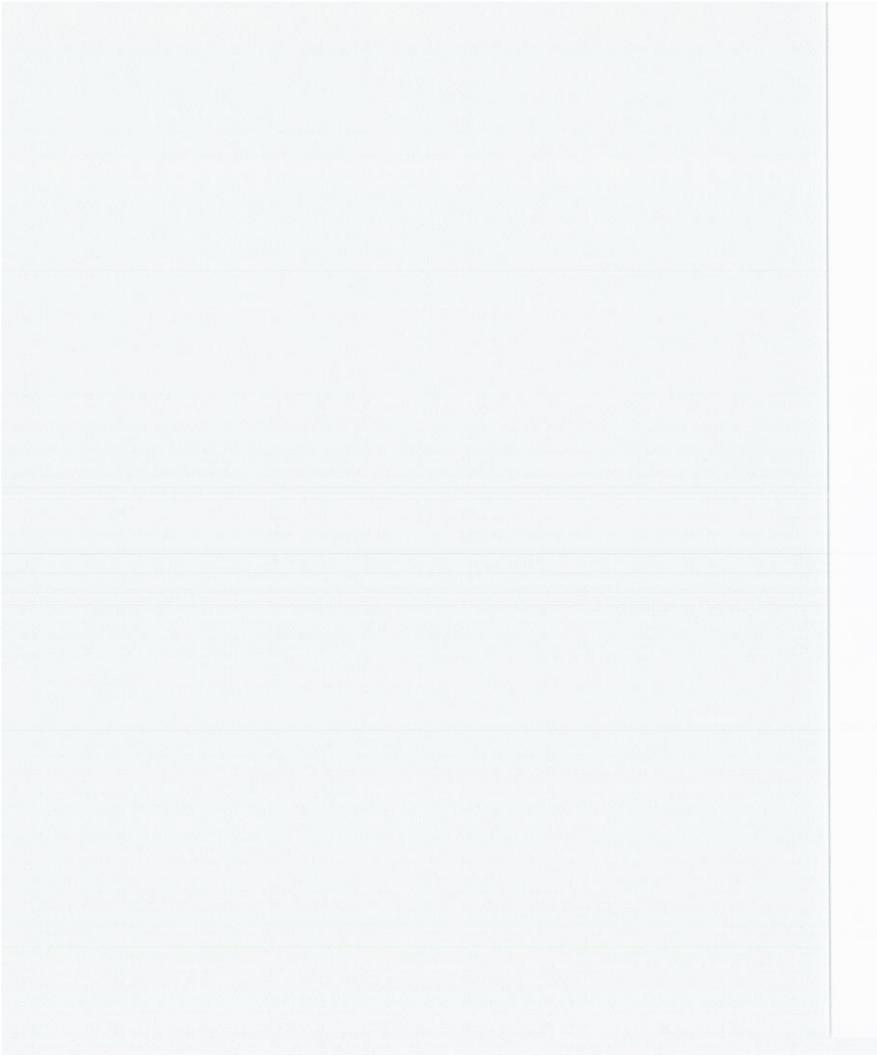
10.1.3 Sole and Exclusive Remedy. THIS SECTION 10.1 (INDEMNIFICATION BY POWERSCHOOL) SETS FORTH POWERSCHOOL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2 Data Breach Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any Liabilities to the extent arising out of or relating to any claim brought by a third party against Customer alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties.

10.3 Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") harmless against and from any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a PowerSchool Indemnitee to the extent relating to or arising out of: (a) any Customer Data; (b) any information or content (other than PowerSchool-provided content)

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transmitted or submitted by Customer or its Users through the PowerSchool Offering or shared with any third party; (c) Customer's violation of Section 2 (PowerSchool Offering and Restrictions), or Section 4 (Proprietary Rights); or (d) Customer's gross negligence or willful misconduct. In addition, Customer shall indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer's use of or access to any PowerSchool Offering.

10.4 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual Liability; provided that failure to provide such prompt notice will not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (b) the indemnifying Party will have sole control of the investigation, defense or settlement of any Liability; (c) the indemnified Party will fully cooperate with the indemnifying Party (at the indemnifying Party's expense) to facilitate the settlement or defense of any Liability; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR "EXCLUDED CLAIMS", IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING, OR THE POWERSCHOOL SOFTWARE OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR CLAIMS FOR FEES DUE TO POWERSCHOOL UNDER THIS AGREEMENT AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS AFFILILATES' COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING OR THE POWERSCHOOL SOFTWARE, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR "EXCLUDED CLAIMS" SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED.

11.3 EXCEPTIONS. NOTWITHSTANDINGTHE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR FRAUD.

11.4 FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 11 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. INSURANCE. During the Term, PowerSchool agrees to maintain insurance coverage consistent with PowerSchool's then-current certificate(s) of insurance. Upon execution of this Agreement, and one (1) time per calendar year upon Customer's request, PowerSchool shall provide Customer with

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certificate(s) of insurance. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder on such certificate(s) of insurance. PowerSchool will provide notice and updated certificate(s) of insurance to Customer in the event of a cancellation or other material change to the insurance coverage(s) described in the applicable PowerSchool certificate(s) of insurance. For the avoidance of doubt, the obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of Section 11 (Limitation of Liability).

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until a Party terminates the Agreement pursuant to the terms of this Agreement or until the Parties subsequently enter into a new agreement that supersedes this Agreement (the "**Term**").
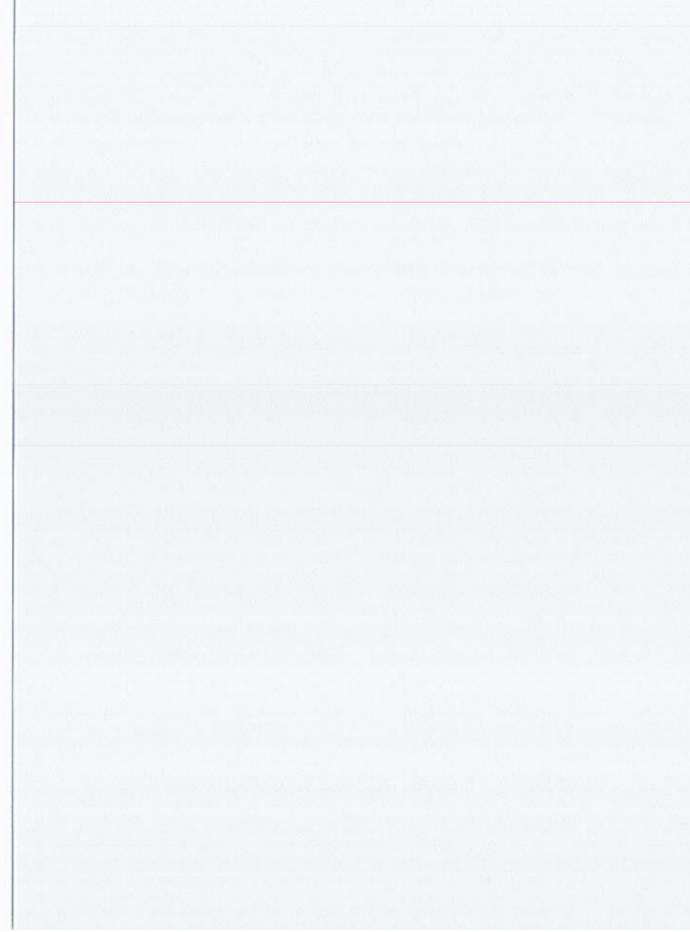
13.2 Subscription Term. The subscription term of each Subscription Service (the "**Subscription Term**") will be as specified in the applicable Quote, which specifies a start and end date, provided that if the provision of the Subscription Service does not commence on the start date identified on the Quote, then the start date will be deemed as the date of the provisioning of the Subscription Services to Customer. Except as otherwise specified in the applicable Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.
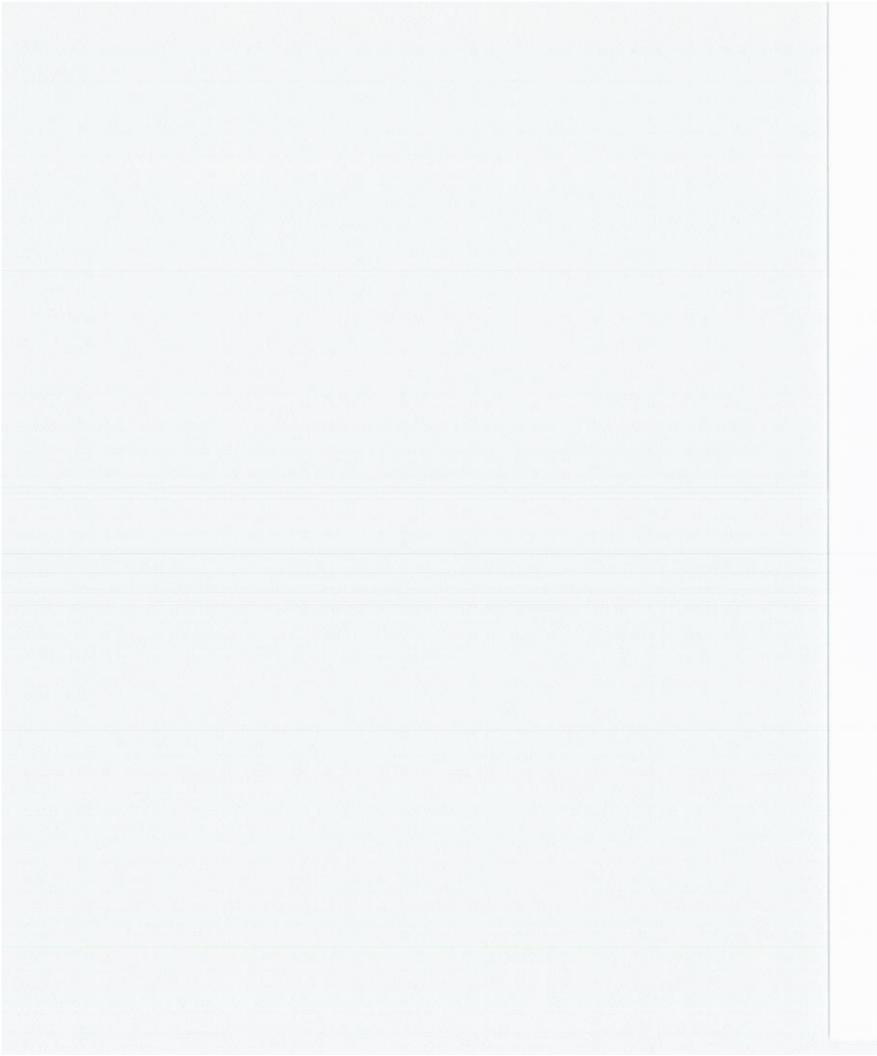
13.3 Suspension. If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, suspend Customer's access to any PowerSchool Offering and/or its performance of any of the Professional Services without liability to Customer, until PowerSchool receives all amounts due. Suspension shall not relieve Customer of its obligation to pay the entirety of the fees due. In addition, PowerSchool will have the right to suspend provision of the PowerSchool Offering or Professional Services under this Agreement if: (a) Customer or User accessed or used the PowerSchool Offering beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been

involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the PowerSchool Offering; or (c) 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, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

13.4 Termination for Breach. Either Party will have the right to terminate this Agreement in whole or in part upon providing 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 providing written notice to Customer if Customer breaches any of its obligations under Section 2 (PowerSchool Offering and Restrictions) or Section 4 (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 4 may 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.

13.5 Termination for Non-Appropriation for Governmental Entities Only. 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 Offering captured in an applicable Quote that is 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 or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will be obligated to pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not

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utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation evidencing such non-appropriation of funds.

13.6 Additional Right. In addition to any other termination rights, PowerSchool shall have the right to terminate this Agreement if Customer fails to make payment under any other agreement with PowerSchool and fails to cure material breach within thirty (30) days after receipt of written notice from PowerSchool.

13.7 No Other Termination Right. Except as expressly set forth in this Section 13, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

13.8 Effect 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 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the Quote 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. The immediately preceding clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's material breach in accordance with Section 13.4 (Termination for Breach), or (b) as a result of non-appropriation of funds in accordance with Section 13.5 (Termination for Non-Appropriation).

13.9 Return or Disposal of PowerSchool Offerings. 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 Offering, and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Offering have either been destroyed or returned to PowerSchool.

13.10 Return or Disposal of Customer Data. Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

14. GENERAL PROVISIONS

14.1 Governing Law. Except otherwise agreed in writing by the Parties, this Agreement will be governed by the laws depending upon the account country location as listed in the table below. Except otherwise agreed in writing by the Parties, 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 and for a period of one (1) year following termination of this Agreement, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of Section 2 (PowerSchool Offering and Restrictions), Section 4 (Proprietary Rights) and Section 6 (Fees and Payment) of this 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

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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 14.2 do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Offering and other 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 Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, 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, or tsunamis.

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.

14.6 No Waiver. 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 a Party of any provision of this Agreement must be in writing and signed by such Party and will not imply subsequent waiver of that or any other provision.

14.7 Notices. All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Email notifications to

PowerSchool shall be to legal@powerschool.com. 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
legal@powerschool.com

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 Party in like manner.

14.8 Assignment. Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; 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 assigns.

14.9 No Reliance. Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent. The Parties are not relying upon – and disclaim reliance upon – any statement or representation that is not in this Agreement but are instead relying solely upon their own judgment in consultation with their respective attorneys.

14.10 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nation-wide 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

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

14.11 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; or (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.

14.12 U.S. Government Restricted Rights. PowerSchool Offering 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 Offering only with those rights set forth herein.

14.13 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.

14.14 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 Transaction Document, 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.

14.15 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, responses to 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 OFFERING OR ANY SERVICES, AND POWERSCHOOL HEREBY REFUSES ANY SUCH DIFFERENT OR ADDITIONAL PROVISIONS IN PURCHASE ORDERS OR OTHER DOCUMENTS. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments.

PowerSchool

EXHIBIT A

POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

The terms of this Exhibit A are found at https://www.powerschool.com/Exhibit_A-Support-Policy-SLA_Feb2022/.

PowerSchool

PROFESSIONAL SERVICES POLICY

The terms of this Exhibit B are found at https://www.powerschool.com/Exhibit_B-Professional-Services-Policy_Feb2022/.

PowerSchool

EXHIBIT C

DATA PRIVACY AGREEMENT

The terms of the PowerSchool Privacy and Security Agreement/Addendum are found at https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/.
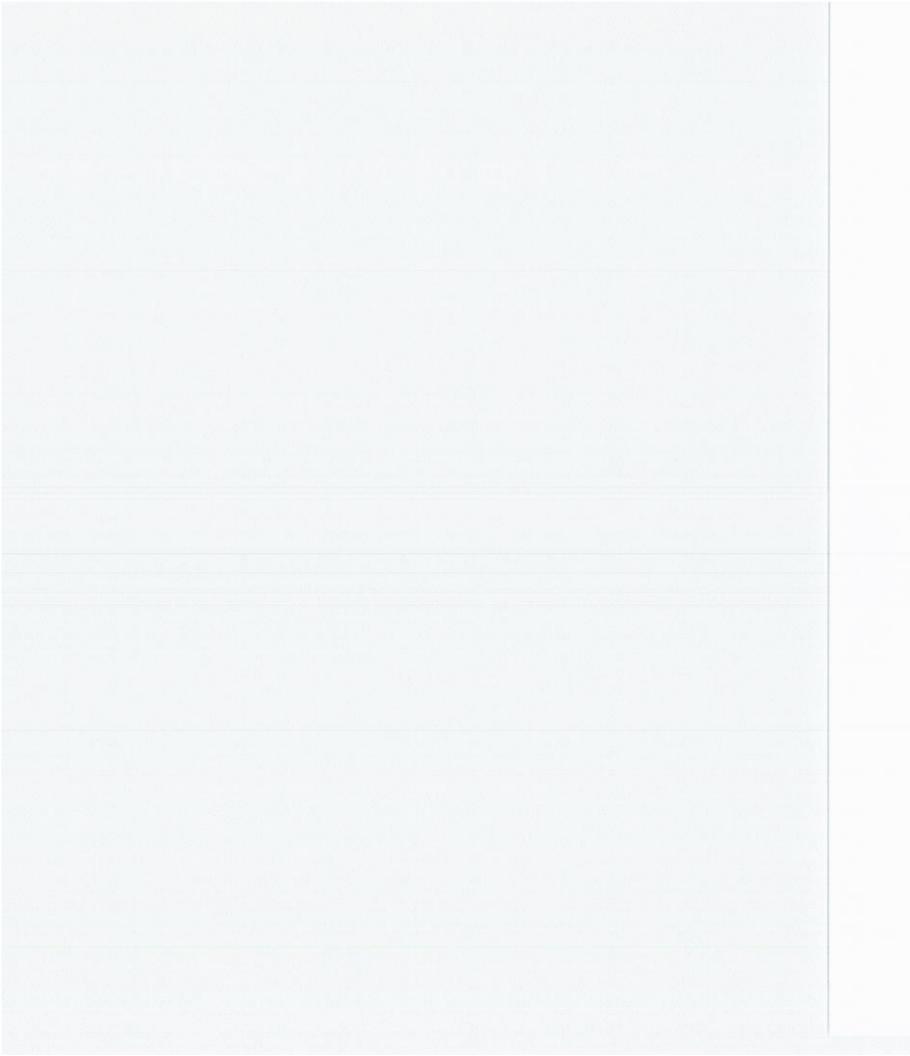
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PowerSchool

EXHIBIT D

PRODUCT SPECIFIC TERMS

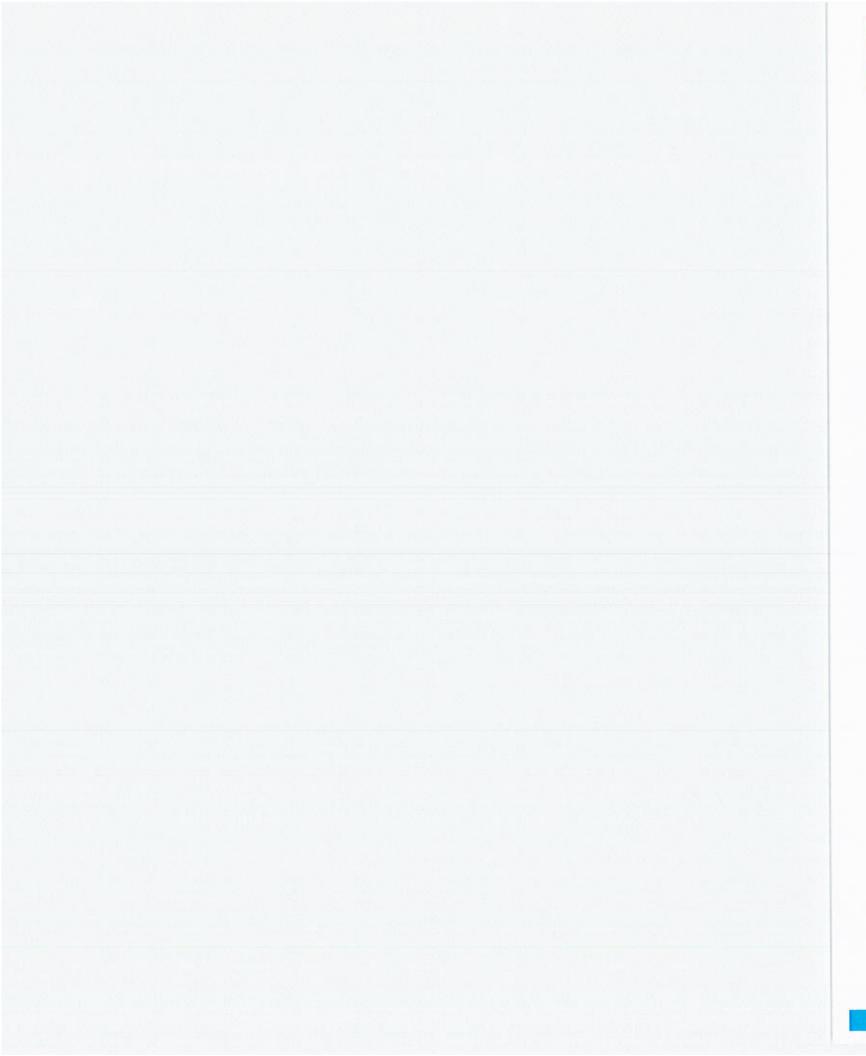The terms of this Exhibit D are found at https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/.

EXHIBIT A
POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

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

1.1 "**Availability**" has the meaning set forth in Section 5.3 (Availability Targets).

1.2 "**Disaster**" means an unplanned event that causes a complete loss of access to and use of the SaaS Subscription for a period greater than twenty-four (24) hours, as declared by PowerSchool.

1.3 "**Downtime**" means the period during which the SaaS Subscription is unavailable to all of Customer's Users. This shall not include Downtime Exclusions, as defined further herein.

1.4 "**Downtime Exclusions**" means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which a SaaS Subscription may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability percentage.

1.5 "**Emergency Maintenance**" means the maintenance required to be performed to protect and maintain the stability, security, and integrity of the infrastructure used to provide the SaaS Subscription.

1.6 "**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.

1.7 "**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.

1.8 "**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,

1.9 "**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 Services subscription to such Subscription Service(s).

1.10 "**Resolution Time**" means the time it takes for PowerSchool to restore access and/or functionality to the Subscription Service.

1.11 "**Response**" means confirmation to the Customer that the Support Service request was received and registered by PowerSchool.

1.12 "**Response Time**" means the time it takes before a support agent makes initial contact with the Technical Contact individual who submitted the case. (Except for Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours).

1.13 "**Scheduled Maintenance**" means planned downtime in or unavailability of the SaaS Subscription for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

1.14 "**Support Services**" has the meaning set forth in the Main Services Agreement and as

further described in Section 3.1 (Support) below that will be provided hereunder with respect to Subscription Service(s).

1.15 "**Target Resolution Time**" means the time, as determined by the assigned priority categorization, it takes for PowerSchool to restore access and/or functionality to the applicable Subscription Service.

1.16 "**Telephone and Online Support**" means telephone and online 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 Services are provided as part of Customer's purchased Subscription Service(s) listed on the Quote. Support Services with Customer's Subscription Service(s) will continue for the duration of the Subscription Term for the applicable Subscription Service(s). Support Services for On-Premise Subscription will begin upon shipment (FOB PowerSchool's place of shipment) of the PowerSchool Software (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 the On-Premise Subscription or launch date when access to the On-Premise Subscription 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 Online Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current Subscription Service; (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 Subscription Service).

3.2 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 then-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.

4. Support Service Level Agreement

4.1 Support Services Business Hours. Support Services for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to Customer Portal.

Support Type	Availability
PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to Customer Portal	24x7x365

4.2 Service Level Targets. Response times to Support Services requests will vary based on call load and time of the school year. PowerSchool's targeted response times during Support Business Hours are listed in the table below. PowerSchool encourages Customer to use the Community via the Case Form to submit cases or use the Chat option to engage with the Customer support team. For high priority Production issues, please report them via the Phone channel.

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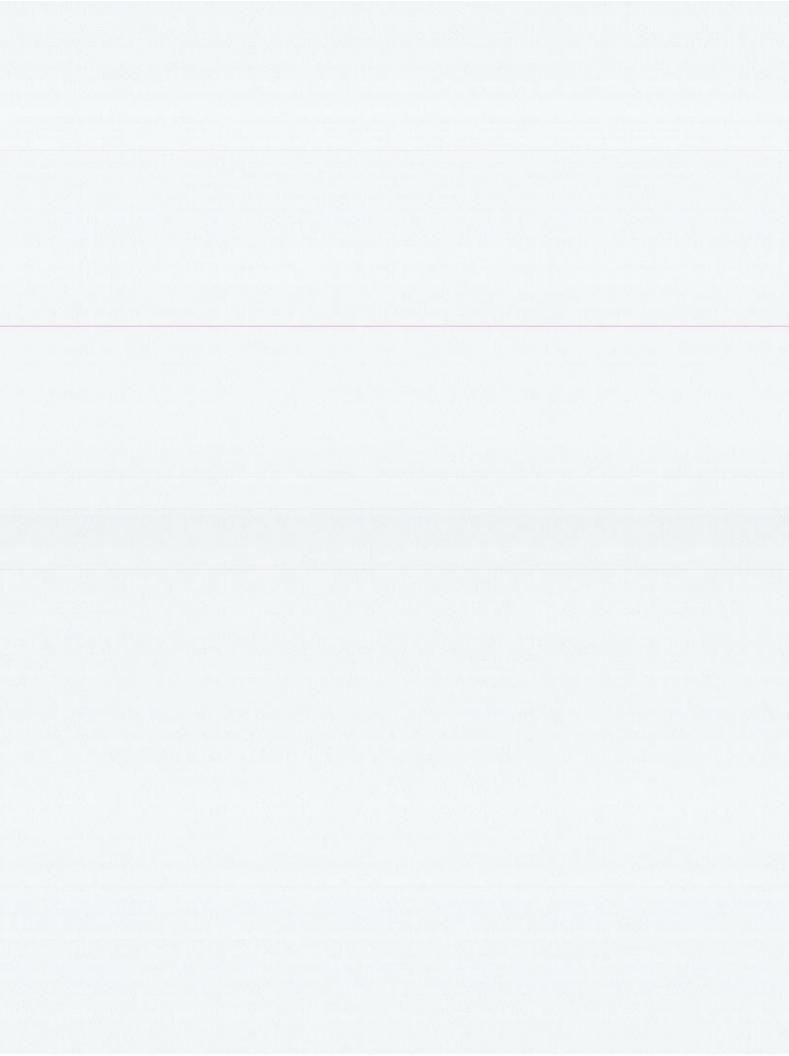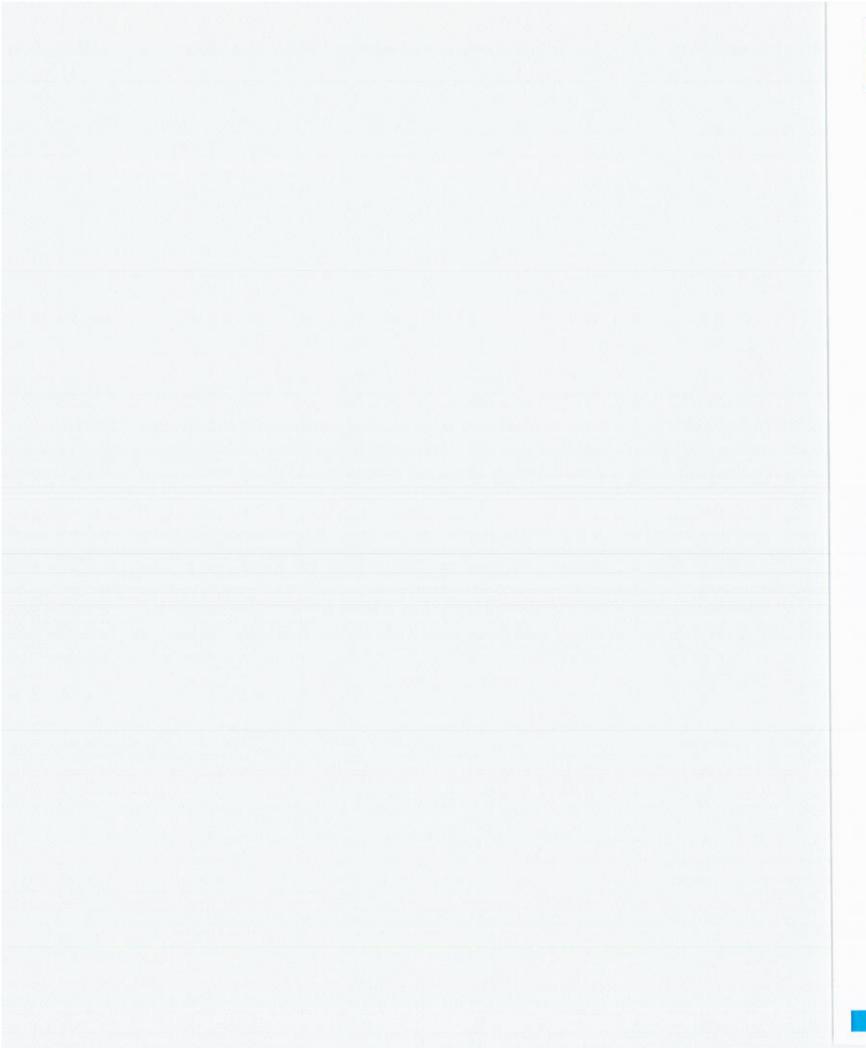| Priority	Definition	Initial Response
P0	This priority is reserved for urgent situations (e.g., production system outages, data loss, suspected security breaches).	1 Business Hour
P1	This priority is for issues with significant impact causing functional limitations. Use this priority when • backup issues, submission deadlines that cannot be met, etc.) • A portion of the system is down or inaccessible for all users • The system is up but performance is hindering functionality	4 Business Hours
P2	Use this priority when your system is fully operational but is experiencing: • A display issue (e.g., a page not rendering correctly causing functionality issues) • A non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • Unexpected behavior that cannot be solved using resources available in the knowledgebase • Account management needs • Suspected development escalation ticket	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: • Display issues, such as a page not rendering correctly - however functionality still exists. • A non-production server/system • A misspelled word on a PowerSchool Page • Other issues not impeding successful use of your production instance	2 Business days

4.3   Changes to Severity Level. The PowerSchool Support team will evaluate and adjust the severity level of a support request based on the level of impact on a customer's operations and level of resolution by the PowerSchool Support team.

4.4   Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by the Customer within a reasonable time frame and to the reasonable satisfaction of the Customer. Support Services for the Subscription Services do not address the following areas:

- Customer or local education agency computer hardware and networking issues;
- Any systems, programs or interfaces not developed and supplied by PowerSchool;
- For fee offerings from PowerSchool Professional Services such as project management, training, workshops;
- Migration of data from a non-PowerSchool supported product or service into a PowerSchool Offering. New customers may need to contact their implementation project manager;
- Work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Community for help on such items;
- Undocumented DAT codes, for the latest version of the PowerSchool Offering.
- ODBC complex queries or connections not covered in the Customer Portal documentation;
- Beta releases for which such issues must be sent through the Beta participant process communicated when customer was invited to that program;

- o Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the Customer Portal knowledgebase documentation;
- o Building of reports via APEX or Enterprise Reporting;
- o No code level support for API / APEX API WebDevs / SSO (SAML);
- o SQL statements not provided by the applicable PowerSchool Offering development organization;
- o Network / Internet connectivity issues outside of the PowerSchool Hosting data center environment, including issues in the customer local network environment;
- o End user activity that adversely impacts application data, except for performing full database restore operations when requested;
- o The performance impact of customer third party application access to hosted application data;
- o Third-Party Application Support; or
- o Support for application changes completed by the PowerSchool Customizations Department.

Further, PowerSchool will not be responsible for providing Support Services for: (i) problems caused by Customer's use of or access to the PowerSchool Offering(s) other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the PowerSchool Offering(s) by Customer or any third party. In the event the need for Support Services provided are traced to 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.

5. Hosting Service Level Agreement

To the extent that Customer purchases a SaaS Subscription, the following sections provide general information for the SaaS Subscription applicable to the PowerSchool Software that is hosted by PowerSchool. This description addresses details for Cloud deployments where PowerSchool is hosting the Customer's PowerSchool Software application. For clarity, the following sections and any hosting service level commitments do not apply to Customers that are self-hosted.

5.1 Backup and Recovery. PowerSchool SaaS Subscription includes backups of all system and application environments. Database backups are structured to allow full recovery of the application environment and data in the event of a Disaster. In addition, database backups allow for point in time recovery in the production hosted environments for all customer applications. For all production applications, full database backups are performed Daily. Additional information on application specific backup strategies can be found in the application supplement(s) included below.

Backups are retained for all production databases to match the following table:

Backup Type	Occurrence
Full Backup	Daily
Full Backup	Weekly

5.2 Disaster Recovery. Disaster Recovery and Data Continuity plans exist for all PowerSchool Hosting Data Centers. The Disaster Recovery and Data Continuity plans are reviewed and updated on a quarterly basis. Additional updates are made between quarterly reviews to adjust plans for as infrastructure changes require plan updates.

PowerSchool's Recovery Time Objective ("**RTO**") is **forty-eight (48) hours**. The 48-hour RTO means that within 48 hours of a declared Disaster by PowerSchool, the systems impacted must be back online for

customer access in accordance with applicable specifications. PowerSchool's Recovery Point Objective ("RPO") is **twenty-four (24) hours**. The 24-hour RPO means that data is expected to be restored to a point not more than 24 hours prior to the time the first transaction is lost or from the time the SaaS Subscription became unavailable.

5.3   Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription is available for Customer to access ("**Availability**") at a level of **99.9%** per month. The uptime target excludes items that are referenced in Section 5.5 (Downtime Exclusions) below.

Downtime tracking will be measured on a 24/7/365 basis. The table below outlines the conditions that will be applied for the tracking of availability.

Availability	Details
Conditions	Availability of licensed Product's URL
	Successful login into the licensed product
Applicable SLA	P0 SLA for production system outages only
System of measurement	PowerSchool's monitoring system implemented at
	PowerSchool's hosting facility

Upon a specific written request from the Customer, PowerSchool will, within a reasonable time from receipt of the request, submit to Customer a report which sets forth, for the applicable month, the Availability for the particular PowerSchool Software requested for that applicable month.

5.4   Performance Degradation. PowerSchool will make commercially reasonable efforts to ensure that the performance of the PowerSchool Software within a SaaS Subscription is not degraded below the standards in the following table:
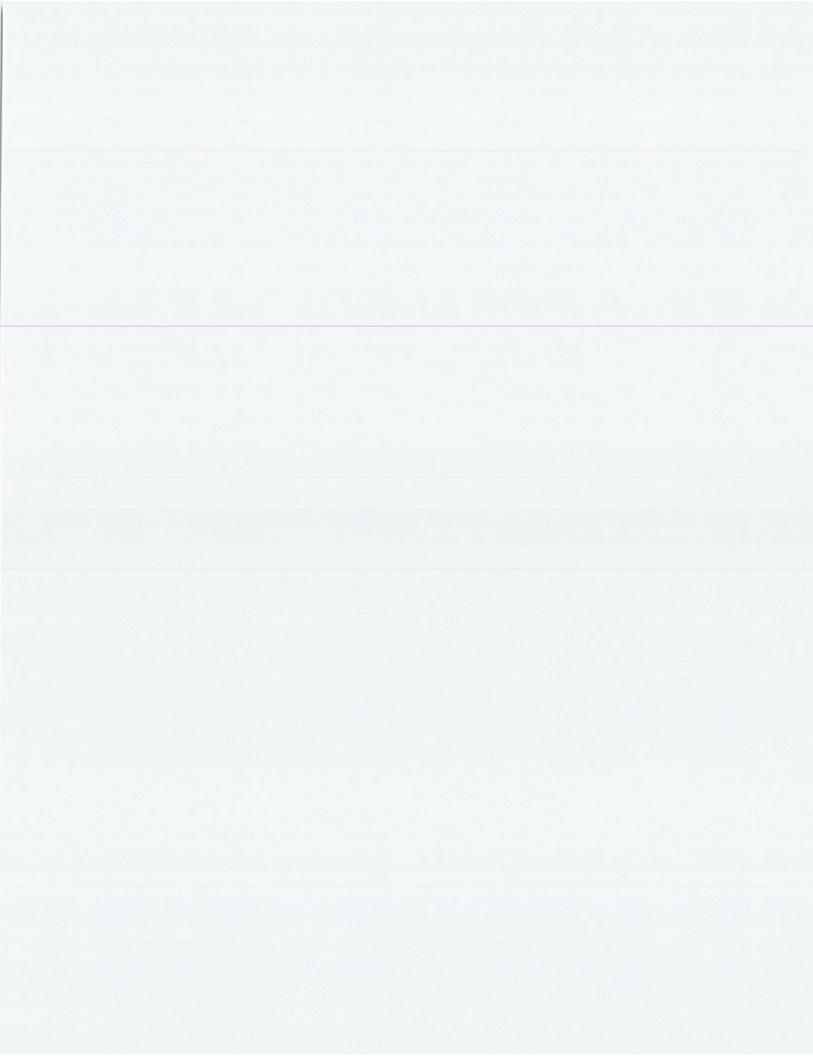
Performance Degradation	Details
Condition	The PowerSchool Product will not have a website load time of greater than 5 seconds
Applicable SLA	P1 SLA, in accordance with the SLA table above
Measure of Degradation	Measurement to be conducted at PowerSchool's hosting facility
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Note: The ability for PowerSchool to impact performance is limited to the systems and infrastructure directly under the control of PowerSchool.

5.5   Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring availability as discussed in Sections 5.6 (Availability Measurement) and 5.7 (Availability Percentage) below.

       a.   Performance Degradation (see Section 5.4 above)
       b.   Scheduled Maintenance,
       c.   Scheduled Downtime,
       d.   Emergency Maintenance,
       e.   Unavailability as a result of Customer's development and use of nonstandard operational reports,
       f.   Unavailability as a result of configuration error or data entry error by Customer users or its agents,
       g.   Unavailability, outage, or problem of any third-party infrastructure, service, device, or software that is not provided by or under the direct control of PowerSchool (examples include but not limited to on-campus networks, end-user devices, internet providers (ISP), PowerSchool's third-party hosting provider and third-party software applications

or plugins, etc.),

h. Unavailability as a result of failure of the Customer's or User's network infrastructure,

i. Unavailability as a result of failure of the Customer's or User's connection to the internet,

j. Unavailability as a result of a Force Majeure Event--i.e., any cause beyond such party's reasonable control, including but not limited to acts of God or of public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, labor disputes or other industrial disturbances, fire, power outages, road icing or inclement conditions, flood, earthquakes, or tsunamis, systemic electrical, telecommunications, or other utility failures, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

5.6 Availability Measurement. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. The availability measurement will be calculated for each calendar month.

Total Downtime Minutes will be the average of the sum of the minutes for each Downtime event across all PowerSchool software and services, exclusive of any Downtime Exclusions, within a single calendar month ("**Total Downtime Minutes**"). If Customer has been using the PowerSchool Software for less than a full calendar month, the service month is still the preceding calendar month but any days prior to use of the PowerSchool Software will be deemed to have had 100% Availability.

Total Service Minutes will be calculated as 60 minutes per hour, 24 hours per day, for each day within a month ("**Total Service Minutes**").

5.7 Availability Percentage

Availability Percentage will be calculated as follows:

(Total Service Minutes – Total Downtime Minutes)
(Total Service Minutes per month)

EXHIBIT B
PROFESSIONAL SERVICES POLICY

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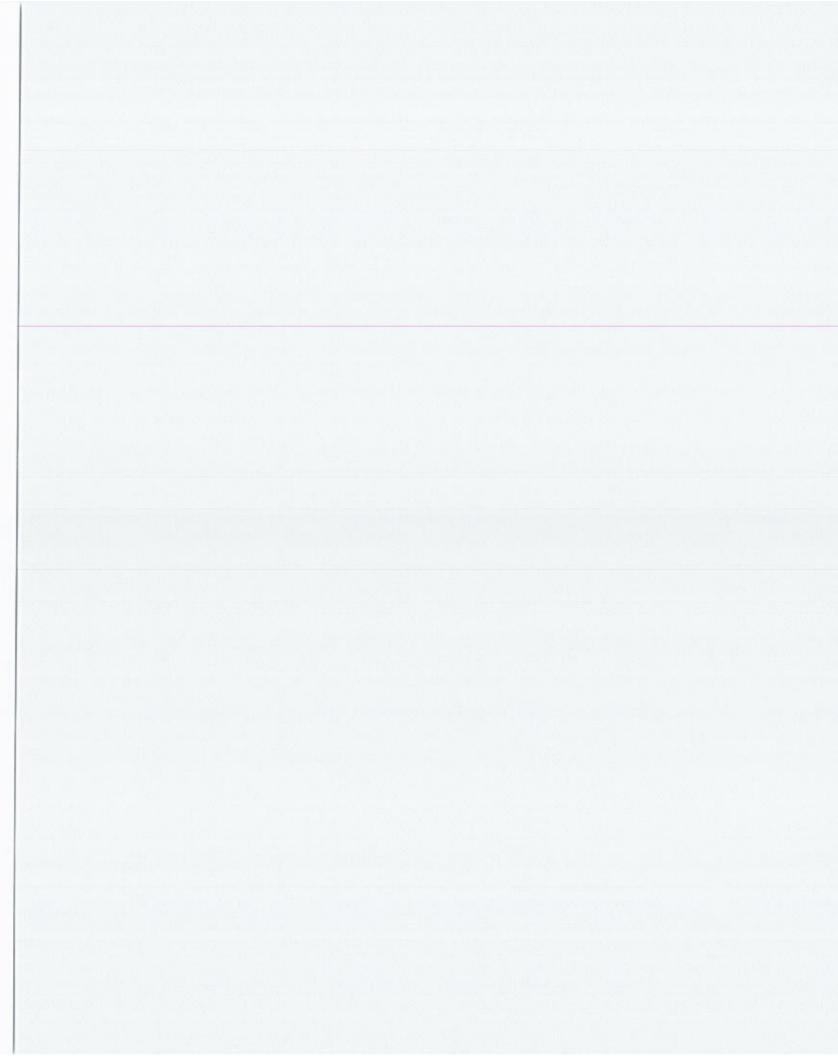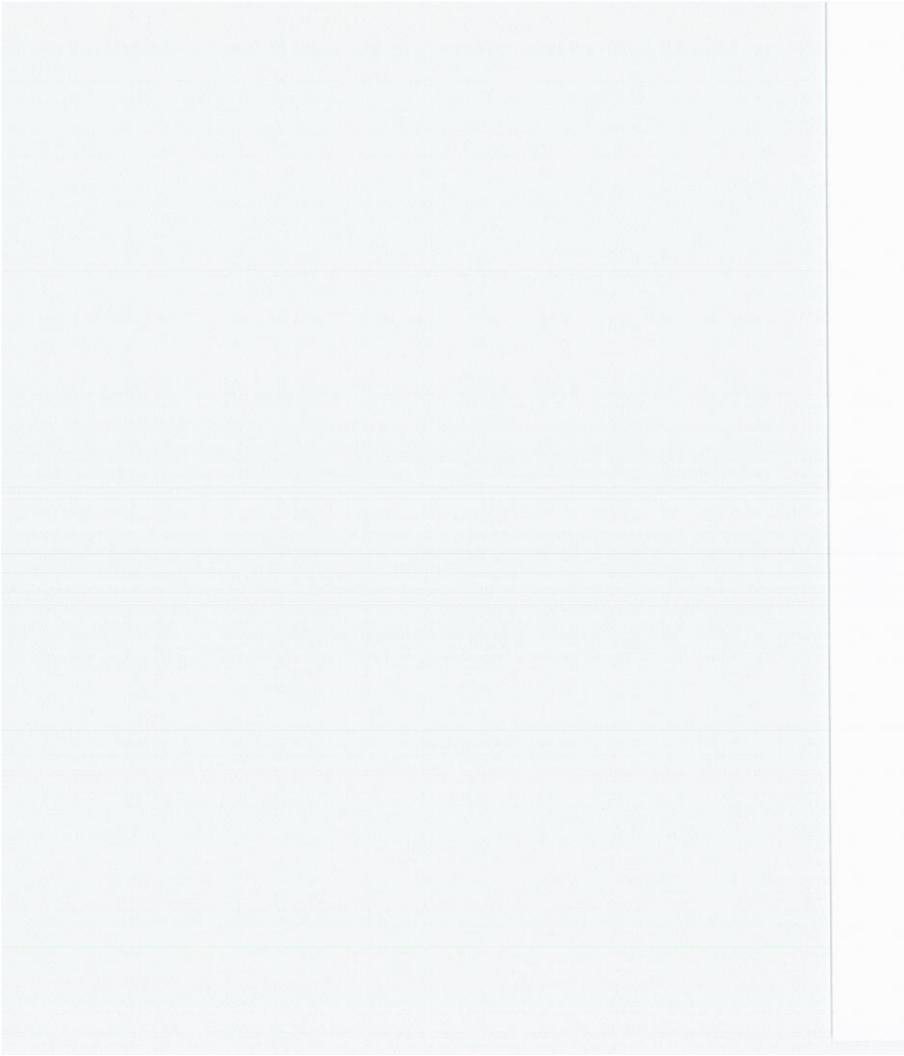
1. **Performance of Professional Services.**

 1.1. **Statements of Work.** For many Professional Services projects, PowerSchool will capture the project details in a signed Statement of Work setting forth the agreed-upon scope of the Professional Services, estimated or actual pricing and any special payment terms and, if applicable, project schedule, milestones and dependencies, methodologies, estimated delivery dates, technical requirements, and roles and responsibilities. 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 Professional Services. Customer will, to the extent required in connection with the performance of PowerSchool's Professional 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, (a) all Professional Services will be deemed accepted upon delivery, and (b) Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's provision regarding providing Notices.

2. **Fees and Expenses.**

 2.1. **Fees.** PowerSchool will perform Professional Services 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 Professional Services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such Professional Services at the rates and charges specified in the applicable SOW, Quote, or 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 Professional Services, or to require prepayment of certain Professional Services. Unless otherwise specified, all rates quoted are for Professional Services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit.

 2.2. **Expenses.** Unless otherwise agreed, the Customer will also pay PowerSchool for pre-approved travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of the Professional Services. All such additional charges will be due and payable concurrently with payment for the Professional Services.

 2.3. **Future Services.** The rates and charges specified in the applicable SOW, Quote, or PowerSchool's acknowledgment of Customer's order will apply to those Professional Services originally

ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent engagement or SOW for Professional Services.

2.4. Pre-paid Services. If Customer pays in advance for any Professional Services, all Professional 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 amount for Professional Services that has not been used by Customer toward Professional Services rendered within such twelve (12) month period will be forfeited.

2.5. Time and Material Services. In the event Customer enters into a Quote that includes Professional Services to be provided on a time and material basis ("**T&M Hours**") and the Quote includes a total targeted number of T&M Hours to be purchased by Customer ("**Total Target T&M Hours**"), Customer hereby commits to utilize a minimum of seventy-five percent (75%) of the Total Target T&M Hours ("**Minimum T&M Hours Guarantee**"). If, at the end of the twelve (12) month period from the start date of the Quote (the, "**12-Month Period**"), Customer has not utilized T&M Hours to meet or exceed the Minimum T&M Hours Guarantee, PowerSchool, in its discretion and at its option, may invoice Customer for the amount equivalent to the difference between the T&M Hours for Professional Services actually rendered by PowerSchool to Customer and the Minimum T&M Hours Guarantee (the "**T&M Delta**"), and Customer shall pay such invoice in accordance with the terms of its Agreement. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the Minimum T&M Hours Guarantee, PowerSchool may immediately invoice Customer for the T&M Delta, and Customer shall pay such T&M Delta in accordance with the terms of the Agreement. For clarification, if Customer procures Professional Services exceeding the Minimum T&M Hours Guarantee, Customer shall pay for all Professional Services rendered by PowerSchool in excess of the Minimum T&M Hours Guarantee.

2.6. Milestone Billing. In the event Customer enters into a Quote that includes Professional Services to be billed at the completion of a training or consulting event and the Quote includes deliveries of a targeted number of training or consulting events, PowerSchool, in its discretion and at its option, may invoice Customer at the completion of the event(s) or upon the expiration of the 12-Month Period, whichever occurs earlier. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the contract value of the training and consulting services outlined on the Quote, PowerSchool, in its discretion and at its option, may immediately invoice Customer, and Customer shall pay such invoice in accordance with the terms of the Agreement.

3. Training. PowerSchool courses are limited to a maximum of 15 or 20 attendees depending on the content being delivered. Course can have other limitations based on the information provided within the respective course catalog. Course limits can only be adjusted if specified within the applicable Quote or SOW. Recording of training sessions are strictly prohibited unless otherwise agreed upon by the Parties in the applicable Quote or SOW.

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 that are agreed upon by the Parties will result in a change order to such Statement of Work ("**Change Order**") or a new Statement of Work. Any such Change Order may be agreed upon by the Parties and approved by the Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this Exhibit and the applicable Statement of Work.
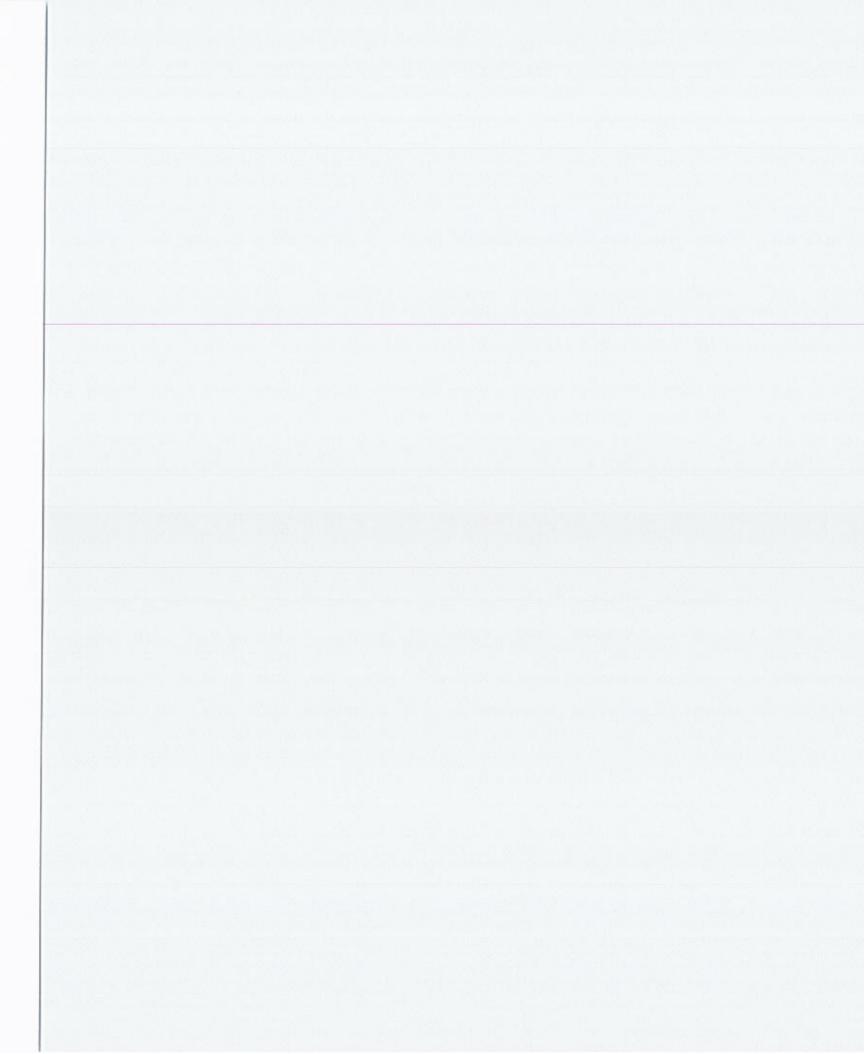
5. Services Cancellation or No-Shows.
5.1. Cancellation. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer cancels any scheduled Professional Services less than fourteen (14) days before the date on which the Professional Services are scheduled to begin, Customer will pay a cancellation charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus fifty percent (50%) of the fees for any such scheduled Professional Services (collectively, "**Cancellation Fees**"). For clarity, Customer's obligation to pay the Cancellation Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

5.2. **No Shows.** Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer enters into a Quote that includes Professional Services for a training or consulting event and does not show for any such scheduled event, Customer will pay a no-show charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus one hundred percent (100%) of the fees for any such scheduled Professional Services (collectively, "**No-Show Fees**"). For clarity, Customer's obligation to pay the No-Show Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

6. **Ownership of Materials.** PowerSchool is the owner of any and all software code, applications, application programming interfaces, documentation, training content, reports, and other deliverables or work product, including any Intellectual Property Rights appurtenant thereto, (collectively, the "**Deliverables**") conceived, created or developed for or provided to Customer pursuant to any Professional Services. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, during the Term of the Agreement, Customer will have a limited, paid-up, royalty-free, non-exclusive license to use such Deliverables for Customer's internal use only in conjunction with the applicable Subscription Services purchased by Customer under the Agreement, 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 Confidentiality provisions (Section 5) in the Agreement.

7. **Data Loads.** Successful implementation of Subscription Service(s) 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. Unless otherwise agreed in an SOW, 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.

8. **Facilities.** Customer acknowledges that certain Professional Services and Support 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.
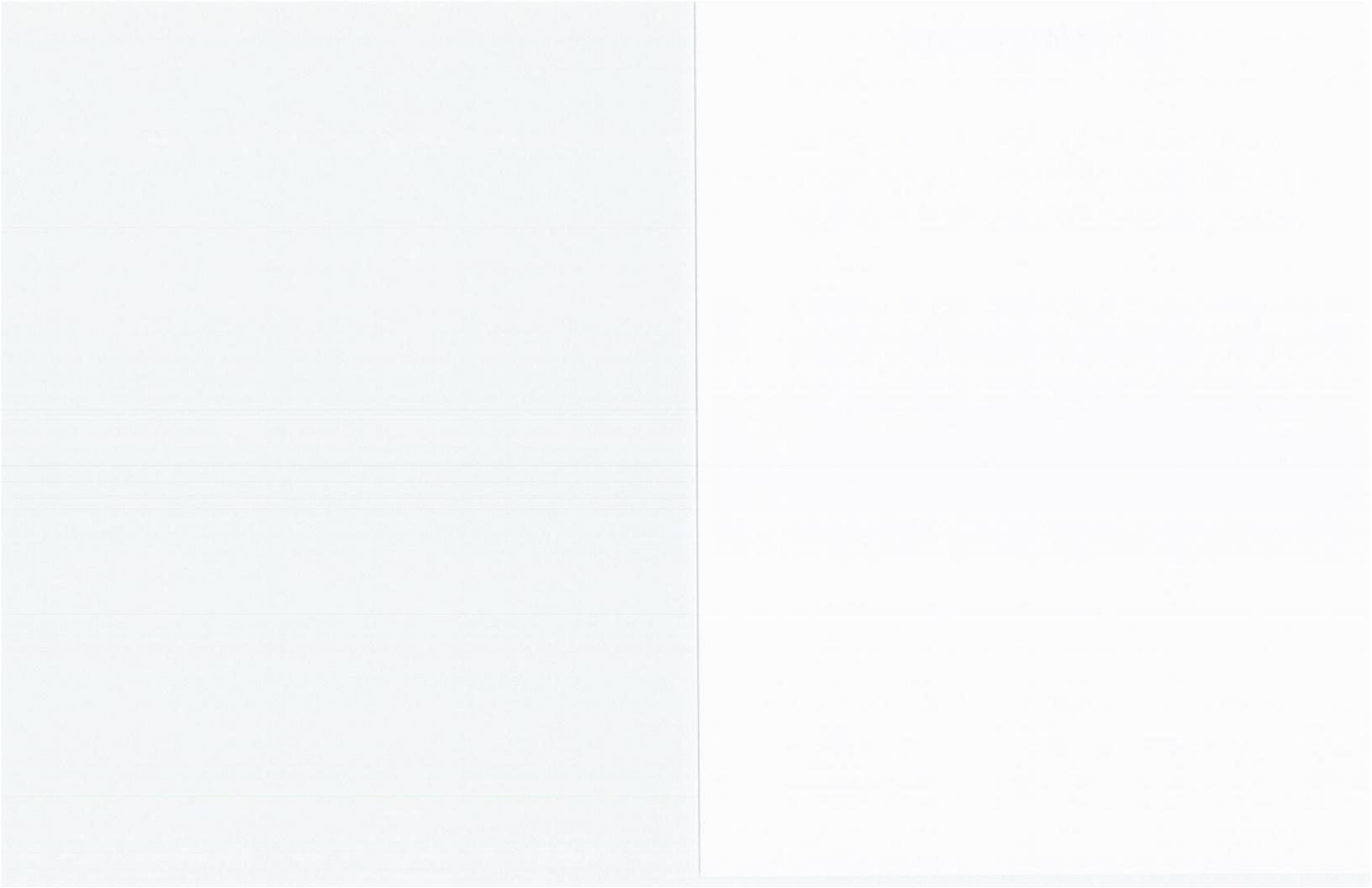
PowerSchool

EXHIBIT C
DATA PRIVACY AGREEMENT

This Data Privacy Agreement ("**DPA**") supplements the agreed to license and service agreement for the PowerSchool Services between the PowerSchool Contracting Entity ("**PowerSchool**") and the entity identified in the signature block below ("**Customer**") and is made and entered into as of the last signature below, (the "**Effective Date**"). The terms herein supplement and amend the terms of the PowerSchool's standard Main Services Agreement or, if there is none, the then-existing applicable agreement between PowerSchool and Customer for the provision of PowerSchool's services and products, as amended by the Parties from time to time (the "**MSA**"). The term "MSA" includes all exhibits, schedules, addenda, statements of work, and quotes that are attached to, referenced in or otherwise associated with the MSA. In the event of a conflict between the MSA and this DPA, the DPA controls.
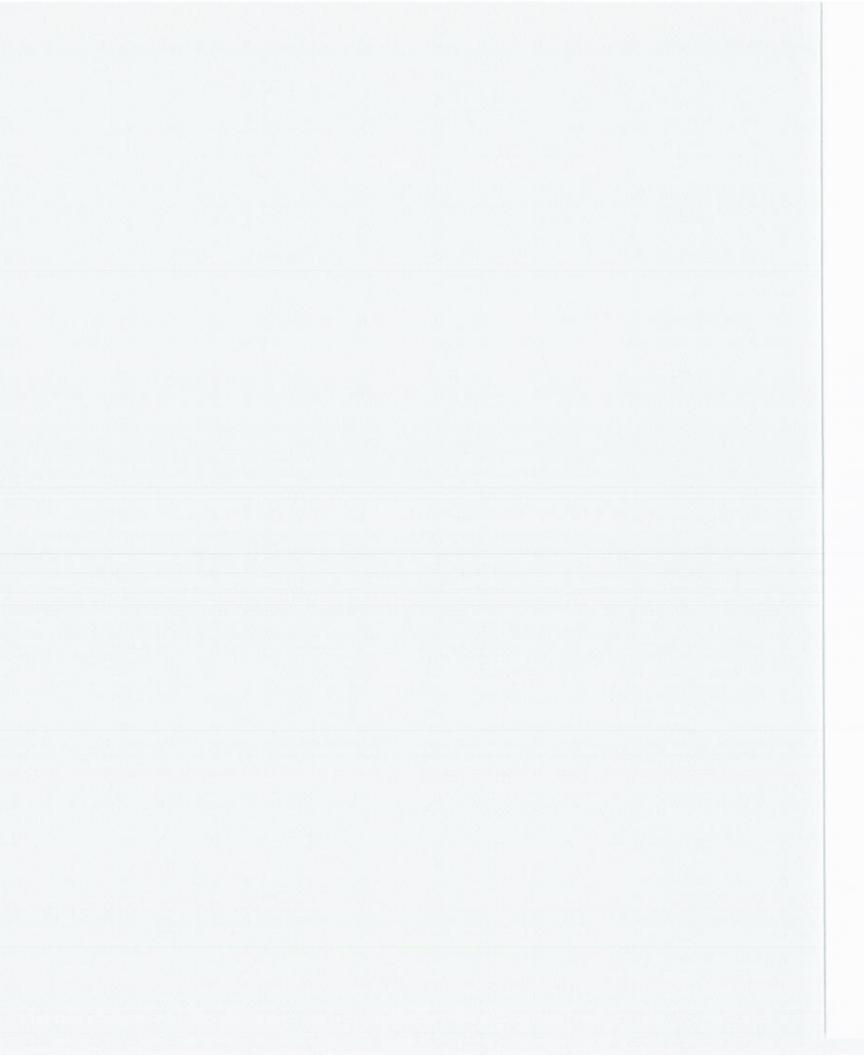
Below are the terms and conditions pursuant to which any Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the MSA. PowerSchool and Customer are individually known as a "**Party**" and collectively referred to as "**Parties.**"

1. **Glossary of Terms.**

The terms, "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", and "**Processing**" (includes "**Processed**") shall have the same meaning as in the EU General Data Protection Regulation ("**GDPR**").

1.1 "**Aggregate Data**" is raw data gathered and expressed in a summary form for statistical analysis.

1.2 "**Applicable Law**" means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA in the context of PowerSchool Processing Customer Data.

1.3 "**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.

1.4 "**Designated Representative**" means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.

1.5 "**Education Records**" are records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, and microfiche. 34 CFR § 99.3. For the purpose of this DPA, "Education Records" provided to PowerSchool are presumed to be owned and under the control of the Customer.

1.6 "**Student Data**" is a subset of Customer Data and contains Personal Data that would typically include pupil records of students and parents of students enrolled in a school, such as education records.

1.7 "**Vendor-Data Subprocessor**" means PowerSchool's subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool's role as Processor to Process Personal

Data on behalf of Customer in accordance with the MSA, or other service to operate and/or improve its software, and who has access to Customer Data.

1.8 "**Student Profile**" means a collection of PII data elements relating to a student of the Customer.

2. Purpose.

To describe PowerSchool's responsibilities and solutions as a Processor for handling and protecting Customer Data.

3. PowerSchool Products and Solutions.

The MSA along with the accompanying applicable Quote(s) or Statement(s) of Work, provides the contracted- for PowerSchool products, solutions, and services.

4. Data Classification.

PowerSchool classifies data as public, private, or restricted, with restricted requiring the highest level of care and security.

4.1. All Customer Data that has not been de-identified or aggregated are classified as restricted in PowerSchool products, solutions, and services.

4.2. PowerSchool employs physical, administrative, and technological safeguards for restricted data. See Schedule 1-C (Physical, Administration, And Technological Safeguards) for more detail.

5. Customer Data.

5.1. 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 MSA. The Customer Data shared pursuant to the MSA, 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 or as further agreed to in the MSA. If PowerSchool desires to use any Customer Data for purposes not contemplated in the MSA, PowerSchool must first obtain written approval from Customer.

5.2. Customer Data does not include metadata, De-identified Data, Aggregate Data or Transaction Data. See MSA for permitted uses of De-identified Data, Aggregate Data, and Transaction Data.

5.3. PowerSchool acknowledges that Customer retains 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.

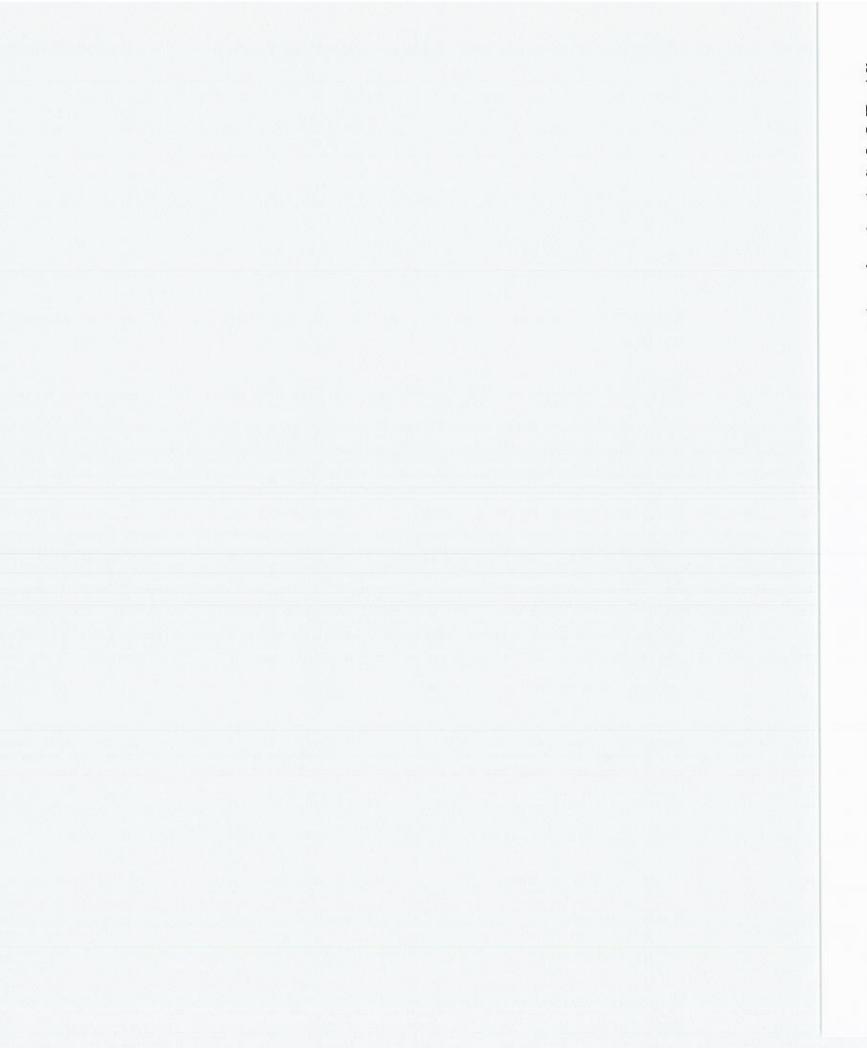## 6. Processing of Customer Data.

6.1. PowerSchool will safeguard and maintain the confidentiality of Customer Data obtained from Customer.

6.2. 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 the MSA and this DPA and any applicable Quote or Statement of Work. 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 the MSA and this DPA and any applicable Quote or Statement of Work.

6.3. PowerSchool and its Vendor–Data Subprocessors shall Process Customer Data according to the Customer's instructions documented in the MSA unless otherwise required by

Applicable Law. In the event of Processing required by Applicable Law, and to the extent permitted by the Applicable Law, PowerSchool will inform the Customer before Processing Customer Data.

6.4. With the exception of De-identified Data, Aggregated Data, Transaction Data, and Vendor-Data Subprocessor uses permitted under the MSA, PowerSchool shall not:

6.4.1. Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without the prior written consent of the Customer, except as required by Applicable Law or contracted for in the MSA;

6.4.2. Use Customer Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or Customer employees, unless such use is specifically authorized by this DPA or otherwise authorized in writing by the Customer;

6.4.3. Use Customer Data to create a Student Profile other than as authorized or required by the MSA to perform the Services; and

6.4.4. Store Customer Data outside the continental United States unless Processor has given the Customer Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved; and the storage would be permitted under Applicable Law.

6.5. Qualified FERPA Exception. If PowerSchool will have access to Education Records, Processor acknowledges that, for the purposes of this DPA and the MSA, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Customer Education Records, Student Data, and Personal Data disclosed pursuant to the MSA, and PowerSchool agrees to abide by the FERPA limitations and requirements imposed on school officials. Processor will use the Education Records only for the purpose of fulfilling its duties under the MSA for Customer's and its Users' benefit, and shall not share Customer Data with or disclose it to any third party except as provided for in the MSA or this DPA, as required by Applicable Law, or if authorized in writing by the Customer.

6.6. Customer represents and warrants that it has obtained all necessary consents and government authorizations required under Applicable Law to permit the Processing of Customer Data.

6.7. Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from and against any action, claim, expense, damage, and cost brought against PowerSchool or any of its Affiliates, whether by a Data Subject or a government authority, related to necessary Data Subject consents and government authorizations for Processing.

6.8. PowerSchool agrees not to edit or use Customer Data, unless:

6.8.1. integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to the MSA or this DPA;

6.8.2. written consent is first procured from and through the Customer;

6.8.3. the data is De-identified Data; Aggregate Data or Transactional Data; OR

6.8.4. the editing is performed to maintain the integrity of the Customer Data.

7. **Reliability of PowerSchool's and Vendor-Data Subprocessors' Employees, Agents and Contractors.** PowerSchool shall take reasonable measures to ensure the reliability of employees, agents, and contractors of PowerSchool, and Vendor-Data Subprocessors who may have access to Customer Data with the goal of ensuring that access to Customer Data is limited to individuals who need to know or access Customer Data under the terms of the MSA or this DPA, and to comply with Applicable Law in the context of individual's duties to the Processor and Vendor-Data Subprocessor, ensuring that individuals are subject to confidentiality obligations.

8. Security of Processing.
Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on PowerSchool's technical and organizational measures, see <u>Schedule 1-C</u> (Physical, Administration, and Technological Safeguards).

9. Vendor-Data Subprocessing.
   9.1. Customer authorizes PowerSchool to appoint Vendor-Data Subprocessors in accordance with this subsection and the MSA.
   9.2. PowerSchool will enter into written agreements (**"Vendor-Data Subprocessor Agreement"**) whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA.
   9.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this DPA and MSA.
   9.4. Pursuant to its respective Vendor-Data Subprocessor Agreement, the applicable Vendor-Data Subprocessors shall:
       9.4.1. not disclose Customer Data, in whole or in part, to any third party with the exception of a Vendor-Data Subprocessor properly vetted by the primary Vendor-Data Subprocessor;
       9.4.2. not use any Customer Data to advertise or market to students or their parents/guardians;
       9.4.3. access, view, collect, generate and use Customer Data only to the extent necessary to assist Processor in performing its obligations specified in this DPA and the MSA;
       9.4.4. at the conclusion or termination of the work, as directed by the Customer through PowerSchool, delete or return to the Customer all Customer Data in possession, custody or control, at the election of the Customer;
       9.4.5. utilize reasonable physical, administrative, and technical safeguards in accordance with industry standards to secure Customer Data from unauthorized disclosure, access and use. Vendor-Data Subprocessor shall ensure that its employees and subcontractors who have access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and
       9.4.6. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

10. Data Subject Rights.
   10.1. With respect to requests from Data Subjects regarding Customer Data, PowerSchool shall:
       10.1.1. promptly notify the Customer if PowerSchool receives a request from a Data Subject under any Applicable Law with respect to Customer Data;
       10.1.2. reasonably cooperate and assist Customer in connection with access requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and
       10.1.3. not directly respond to the request except on documented instructions of the Customer.
   10.2. PowerSchool acknowledges that Applicable Law regarding Data Subject Rights may be further promulgated, modified, or interpreted by state attorney generals. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding

to Data Subject requests.

11. Personal Data Breach.

11.1. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.

11.2. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach.

11.2.1. In the course of the investigation, PowerSchool shall take steps to mitigate and remediate the Personal Data Breach.

11.2.2. PowerSchool shall notify Customer without undue delay, and within the time period required by Applicable Law.

11.2.3. PowerSchool shall provide Customer with sufficient information to permit Customer to make a determination as to any notification obligations under Applicable Law.

11.3. PowerSchool shall cooperate with Customer and take commercially reasonable steps to assist Customer in an investigation of the Data Breach.

11.4. For additional information regarding Personal Data Breach notification and response, see Schedule 1-C.
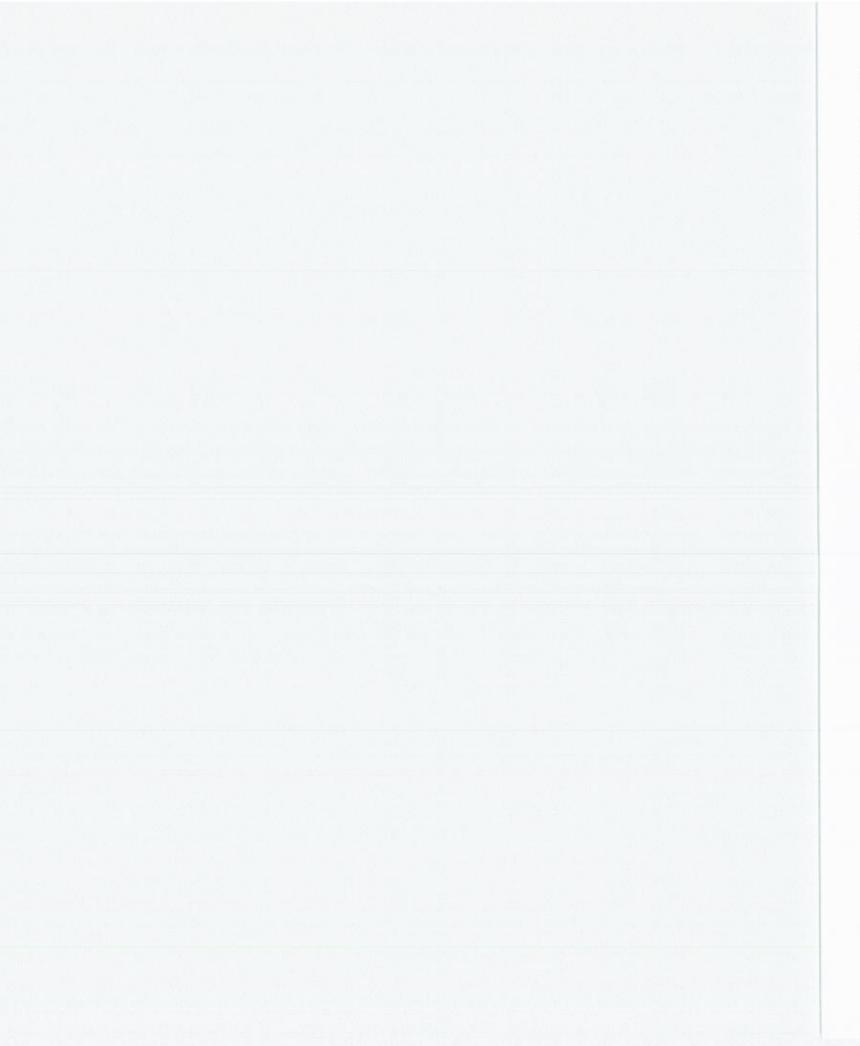
12. Data Protection Impact Assessment.

PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.

13. Return and Disposition of Customer Data.

13.1. Upon written request from Customer and in accordance with the applicable terms in the following provisions of the Section 13 (Return and Disposition of Customer Data), 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.

13.1.1. Customer must inform PowerSchool when Customer Data is no longer needed. In no event will PowerSchool dispose of Customer Data pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data does not need to be transferred to a separate account.

13.1.2. 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.

13.1.3. Nothing in this DPA or the MSA authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition.

13.1.4. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed.

13.1.5. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, as commercially reasonable.

13.1.6. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service requests are submitted by the Customer during the term of the MSA.

13.2. Throughout the Term of the MSA, Customer may request partial disposal of Customer Data that is no longer needed.

13.2.1. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account.

13.2.2. To the extent Customer is unable to transfer such data by their own accord,

PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data in question, so long as it is commercially reasonable to do so.

13.2.3. 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 agree to pay the cost of such transfer. If Customer does not agree to pay the cost of such transfer, PowerSchool has no obligation to conduct any data transfer on Customer's behalf.

13.2.4. All transfers must comply with Applicable Law. PowerSchool is not liable or in breach of this Agreement if PowerSchool denies a transfer that, in its reasonable judgment, does not comply with the Applicable Law. Any transfer made on Customer's written request requires Customer to fully indemnify and hold harmless PowerSchool from complying with Customer's instructions.

13.3. PowerSchool may retain Customer Data if required by Applicable Law.

14. Transfer of Customer Data to Succeeding Vendor Upon Termination.
Upon termination of this DPA, 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 and at Customer's cost. 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 the industry standard.

15. Response to Legal Orders, Demands or Requests for Data.
15.1. 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, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.

15.2. PowerSchool will not disclose (and will not instruct any of its employees or Vendor-Data Subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless:

15.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;

15.2.2. such disclosure is permitted under Applicable Law; or

15.2.3. the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

16. Compliance with Applicable Law.
16.1. The Parties acknowledge that Customer Data may include Personal Data from Education Records that are subject to Applicable Law of the applicable jurisdiction.

16.2. Where required by Applicable Law, Customer acknowledges it has obtained all valid consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct Processing on such Customer Data on behalf of the Customer.

17. Termination.
17.1. Subject to agreed data return, data transfer, data disposal, legal, or other end of term obligations, this DPA will automatically terminate without any further action of the Parties upon the termination or expiration of the applicable MSA between the Parties or successful completion of the Services under such MSA. Alternatively, upon re-execution of the MSA by the Customer, this DPA shall
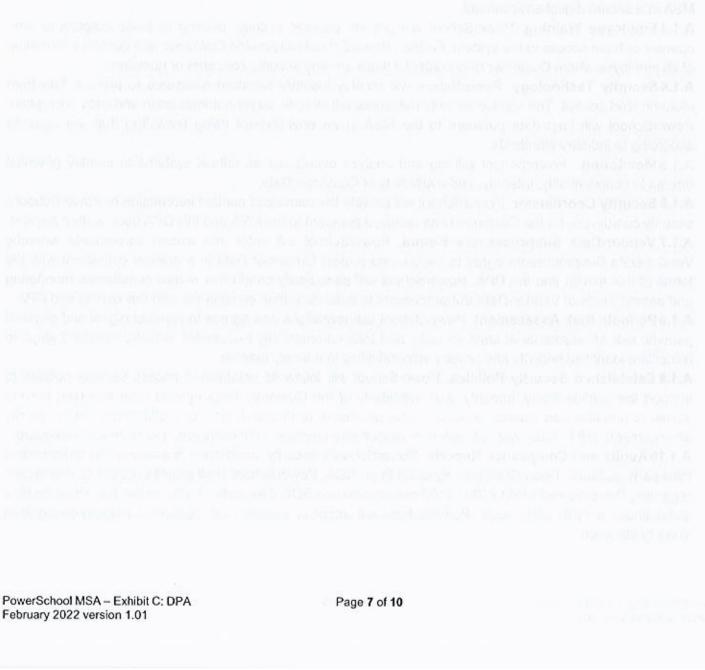
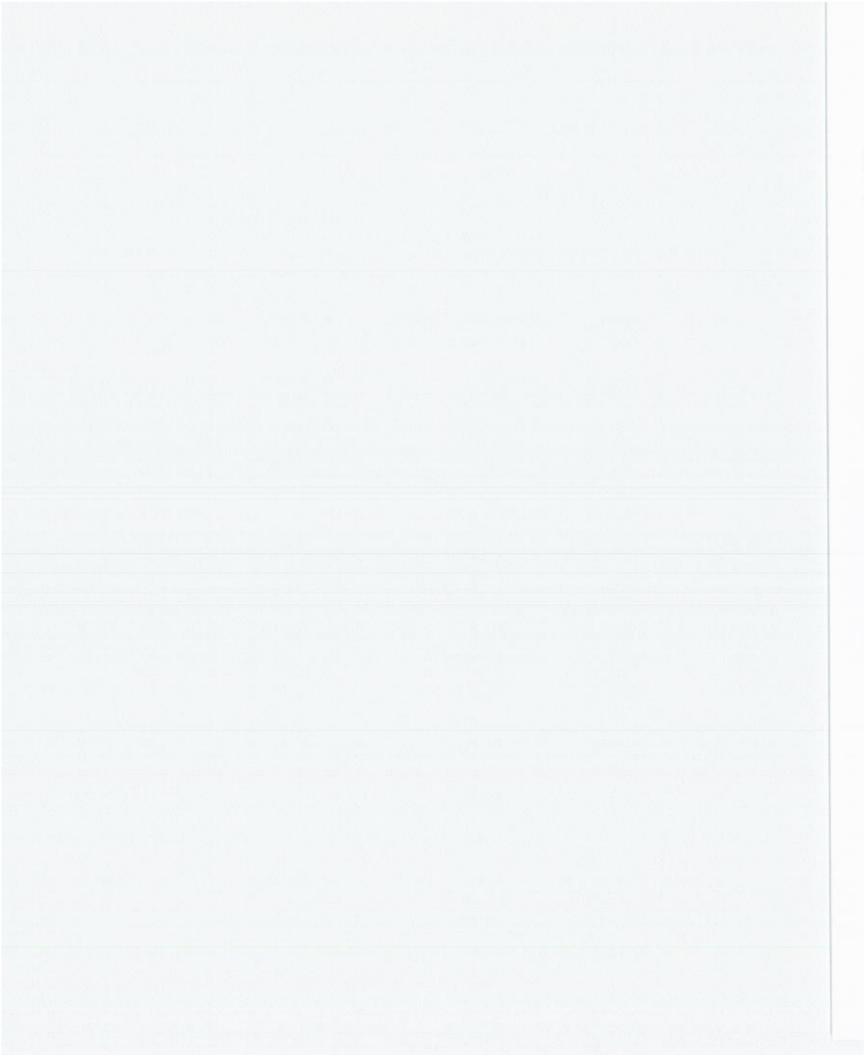also be revived and be of full force and effect.

17.2. The obligations of PowerSchool and Customer under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data have been returned or disposed.

18. General Terms.

18.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA.

18.2. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.

18.3. In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the Standard Contract Clauses, and (iii) then the DPA.

18.4. In the event that there is a conflict or inconsistencies between the MSA and this DPA, this DPA controls.

PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL SAFEGUARDS

A.1 Data Security. PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer 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:

A.1.1 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 MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.

A.1.2 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 the MSA in a secure digital environment.

A.1.3 Employee Training. PowerSchool will provide periodic security training to those 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.

A.1.4 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 the MSA in an environment using firewall(s) that are updated according to industry standards.

A.1.5 Monitoring. PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.

A.1.6 Security Coordinator. PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.

A.1.7 Vendor-Data Subprocessors Bound. PowerSchool will enter into written agreements whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.

A.1.8 Periodic Risk Assessment. PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner.

A.1.9 Established Security Policies. PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.

A.1.10 Audits and Compliance Reports. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third- party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.
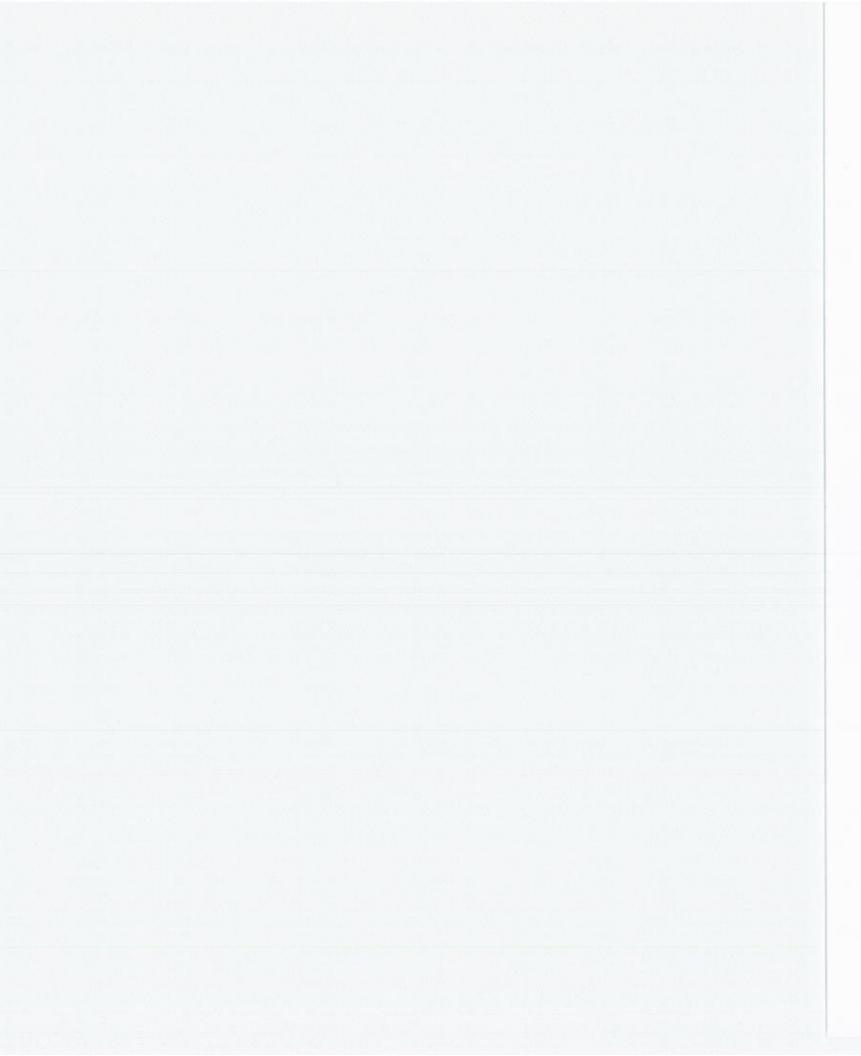
B.1   Data Incident. In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:

B.1.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.

B.1.2 PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Incident 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.

B.2   Post Incident Process. In the event of an Incident, PowerSchool will follow the following process:

B.2.1 Provide a security incident notification written in plain language after confirmation of the incident.

B.2.2 The security incident notification will include, at a minimum, the following information:

B.2.2.1   The name and contact information of Customer's Designee or his/her designee for this purpose.

B.2.2.2   A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.

B.2.2.3   If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.

B.2.2.4   Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.

B.2.2.5   A general description of the incident, if that information is possible to determine at the time the notice is provided.

B.2.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident 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.

B.2.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.

B.2.5 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 Data Subject(s) of the unauthorized access.

C.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.

C.1.1 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.

C.2 United States: For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that:

C.2.1 Customer Data may include Personal Data from Education Records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records");

C.2.2 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.

C.2.3 the Parties also acknowledge that applicable Customer Data may include Personal Data from children under the age of 13, subject to the Children's Online Privacy Protection Act and related regulations ("COPPA").

C.2.4 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.

C.2.5 Customer 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.

C.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).

C.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.

C.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).

POWERSCHOOL DATA SECURITY AND PRIVACY PLAN

PowerSchool agrees that it will protect the confidentiality, privacy and security of the Protected Data it receives from Customers in accordance with this DPA.

Additional elements of PowerSchool's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Security and Privacy Plan ("DSPP"), PowerSchool will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event PowerSchool's policy and practices are not in conformance, PowerSchool will implement commercially reasonable efforts to ensure such compliance.

(b) As required by the NIST Cybersecurity Framework, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Agreement, PowerSchool will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Agreement:

Data Security:
· Data-at-rest & data-in-transit (motion) is encrypted
· Data leak protections are implemented
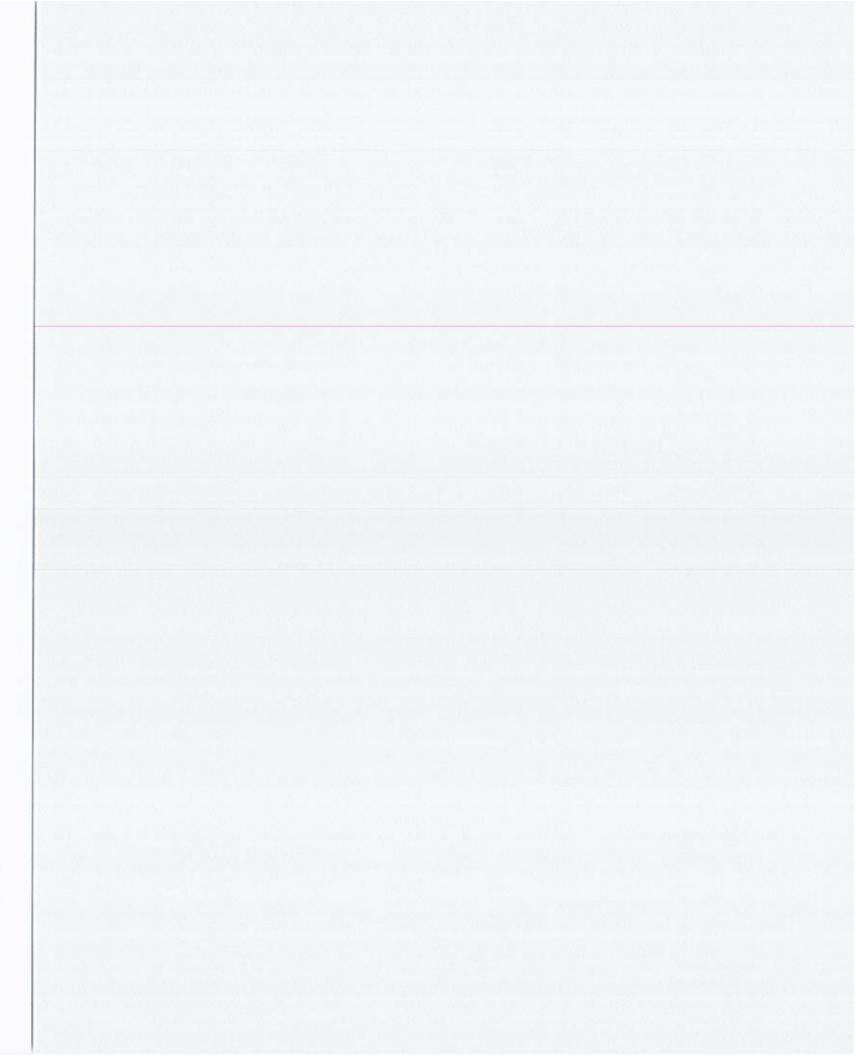Information Protection Processes and
Procedures:
· Data destruction is performed according to contract and agreements
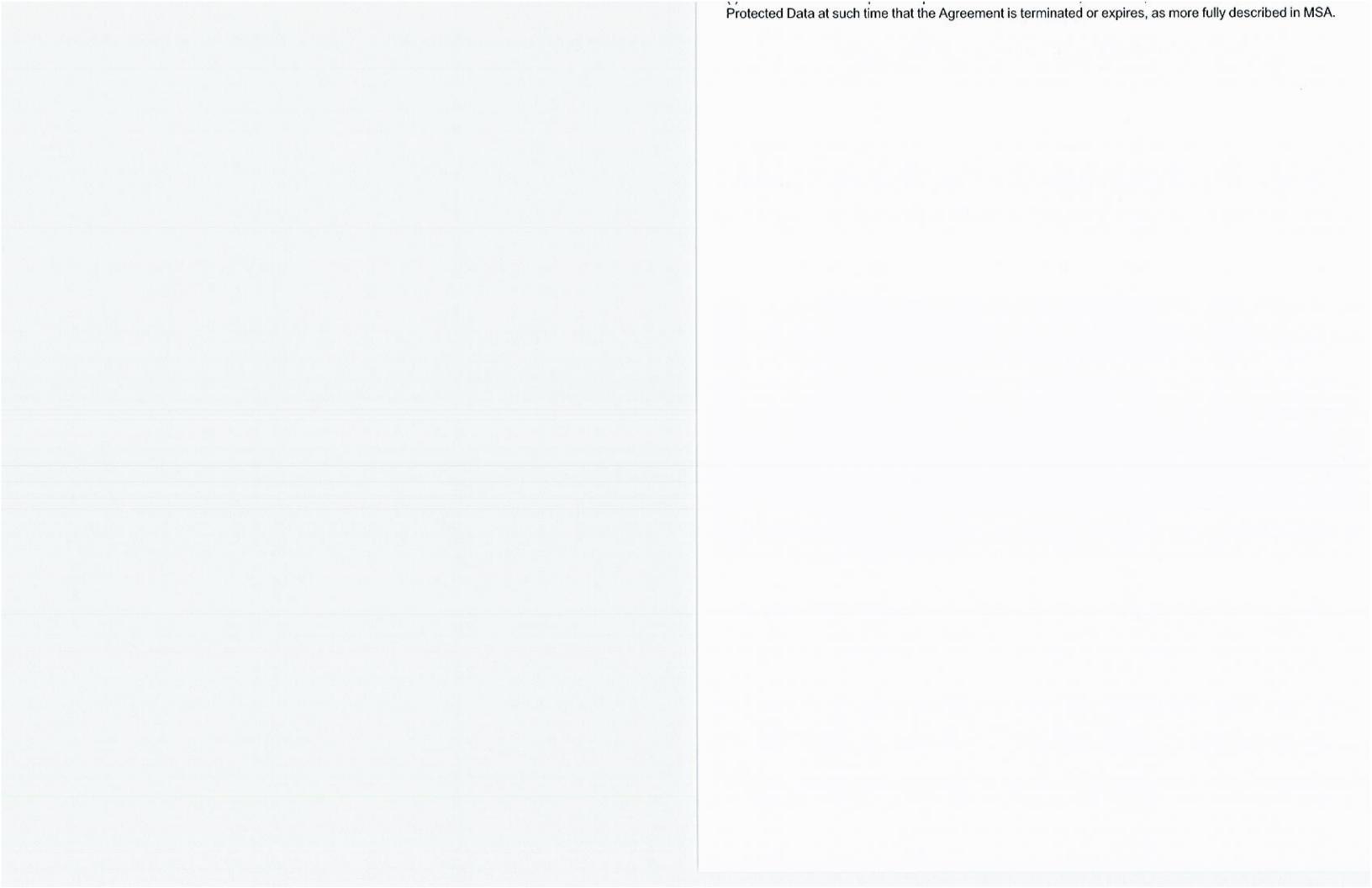· A plan for vulnerability management is developed and
implemented Protective Technology:
· Log/audit records are ascertained, implemented, documented, and reviewed according to policy
· Network communications are protected
Identity Management, Authentication and Access Control:
· Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users
· Remote access is managed PowerSchool also conforms to the ISO 27001:2013 standard.

(c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(d) In the event that PowerSchool engages any subcontactors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontactors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.

(e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").

Protected Data at such time that the Agreement is terminated or expires, as more fully described in MSA.

EXHIBIT D
PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain PowerSchool Offerings (including Embedded Applications) and Licensed Third-Party Software. Such terms do not apply to all PowerSchool Offerings in general.

1. **TERMS RELATING TO EMBEDDED APPLICATIONS AND LICENSED THIRD-PARTY SOFTWARE.**

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

    a) The Oracle Software is subject to a restricted license and may only be used in conjunction with the Subscription Services.

    b) 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.

    c) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.

    d) Customer will be prohibited (1) from use of the Oracle Software for rental, timesharing, subscription service, hosting, or outsourcing; (2) from the removal or modification of any program markings or any notice of Oracle's or its licensor's property rights; (3) from the end user making the programs available in any manner to any third party for use in third party's business operations (unless such access is expressly permitted for the specific program license); and (4) from passing title to the programs to the end user or any other party.

    e) Customer shall permit PowerSchool to audit Customer's use of the programs, require Customer to provide reasonable assistance and access to information in the course of such audit and permit PowerSchool to report the audit results to Oracle or to assign PowerSchool's right to audit Customer's use of the programs to Oracle. Where PowerSchool assigns its right to audit to Oracle, then Oracle shall not be responsible for any of PowerSchool's or Customer's costs incurred in cooperating with the audit.

    f) Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.

    g) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

    h) Customer is prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibited from duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.

    i) Customer must, at the termination of the agreement, discontinue use and destroy or return to PowerSchool all copies of the programs and documentation.

    j) Third party technology that may be appropriate or necessary for use with some Oracle programs is licensed to the end user for use under the terms of the third-party license agreement.
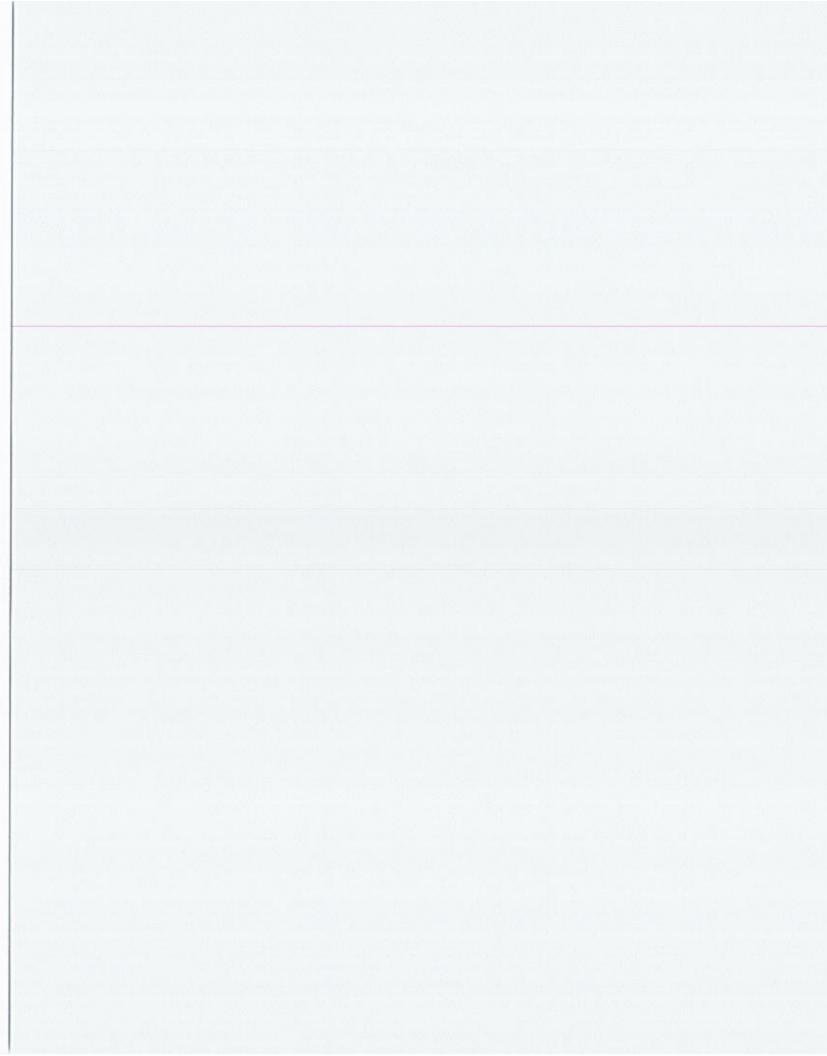
    Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement. Under PowerSchool's Oracle License, PowerSchool is obligated to promptly inform Oracle if PowerSchool becomes aware of any breach of any of the above Oracle terms, which obligation shall hereby pass through to Customer.
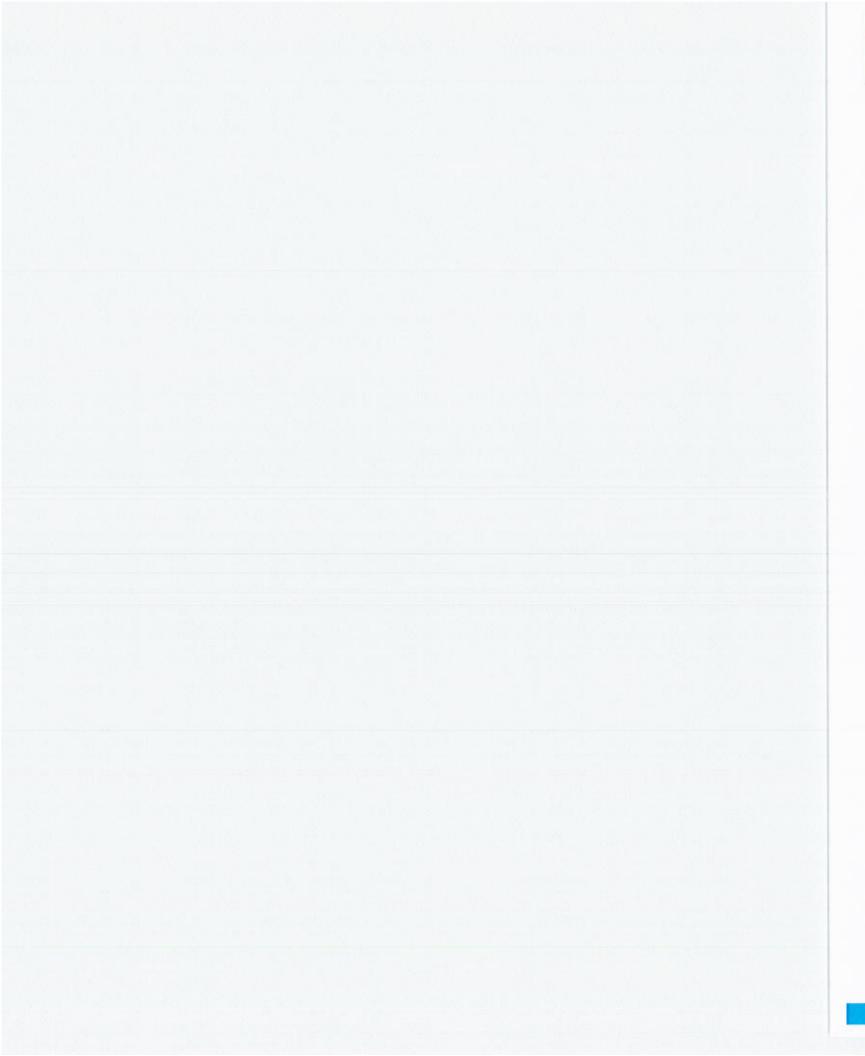
    1.2 **GPL Software.** Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("**GPL**"). Customer may

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 Licensed Third-Party Software known as Illuminate (the "**Illuminate Software**") provided by Illuminate Education, Inc. ("**Illuminate**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Illuminate Software):

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