

Customer Quote Acceptance

PowerSchool Group, LLC, a Delaware limited liability company with its principal place of business located at 150 Parkshore Dr., Folsom, CA 95830, ("PowerSchool") and DeKalb County School District ("Customer") hereby enter into this Customer Quote Acceptance document (the "Agreement") as of the date of the last signature below (the "Effective Date").

PowerSchool and Customer are each referred to individually as a "Party" and collectively as the "Parties." All capitalized terms used but not defined herein shall have the meaning set forth in the PowerSchool MSA (defined below). For mutual consideration, the Parties hereby agree as follows:

1. The Quotes set forth below is incorporated into this Agreement by reference.
2. By signing in the signature block below, the signatory below acknowledges and agrees that: (a) such signatory is authorized to sign on behalf of and bind Customer, and (b) the Customer hereby accepts and agrees to the terms and conditions of this Agreement, including the PowerSchool Main Services Agreement found at https://www.powerschool.com/MSA_Feb2022/ (the "PowerSchool MSA").

Sold To: Dekalb County School District
Name: Manomay Malathip
Address: 1701 Mountain Industrial Blvd,
 Stone Mountain, GA 30083
Email: manomay_malathip@dekalbschoolsga.org
Phone: (678) 676-1200
Naviance ID: 1301740DUS

Order Date: 5-16-2023

Contract Start Date: July 12, 2023
Contract End Date: June 30, 2026
Contract Term (in months): 12
Currency: USD

Purchase Order: Payment Term:
 Net 30

Prepared By:
Name: Jahmel Wagener
Email: jahmel.wagener@powerschool.com
Phone: 513-913-3760

Quote: Q-765838-1

Subscription	Quotes	Quantity	Unit	Start Date	Term (Months)	Sub-Total
Naviance for Elementary	Q-765838-1	45,107	Enrollment	12-Jul-2023	12	\$70,658.39
One-time Discount	Q-765838-1	1	Each	12-Jul-2023		-\$12,379.58
Naviance Elementary Custom Deployment	Q-765838-1	1	Each	12-Jul-2023	12	\$22,800.00
Naviance Remote Training Hours	Q-765838-1	8	Hours	12-Jul-2023	12	\$2,600.00
Naviance On-Site Training Days	Q-765838-1	4	Days	12-Jul-2023	12	\$14,980.00
					Total Price:	\$98,658.81

3. The subscription period for Q-765838-1 commences on July 1, 2023, and continues for twelve (12) months (the "Initial Period"). Thereafter, Customer has the option to renew for additional two (2) periods of twelve (12) months each by providing thirty (30) days' prior written notice to PowerSchool. After the Initial Period, PowerSchool has the right to increase the fees for the Naviance for Elementary subscription at the time of each annual renewal period by no more than three percent (3%) of the then-current price for the subscription, and fees for professional services will be at PowerSchool's then-current rates.
4. Any applicable state sales tax has not been added to this Agreement. If this Agreement includes promotional pricing, such promotional pricing may not be valid for the renewal periods. All invoices shall be sent to Customer upon or promptly after execution of this Agreement, unless otherwise set forth in the applicable statement of work or this Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred).

Notwithstanding anything to the contrary in the PowerSchool MSA, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, 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 refunded. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after twelve (12) months.

- 5. Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements, or understandings between the Parties with respect to the subject matter hereof.
- 6. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
- 7. If anything in this Quote contradicts or is in conflict with the Main Service Agreement, then this Quote shall govern. Georgia law shall govern this contract and any or all conflicts under this contract. The Parties agree that Fulton County, Georgia shall be the exclusive courts of jurisdiction and venue for any litigation or proceedings as between the Parties that may be brought, arise out of, in connection with, or by reason of this Agreement. DCSD shall pay no fees, penalties, late payment interest, termination fees, liquidated damages, or any other amount above the agreed upon service fee. This Agreement shall commence on the Effective Date. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed but shall be automatically renewed for each subsequent calendar year during the term unless either Party terminates this Agreement.

8. 13.8 **Effect of Termination**

The following sentences in section 13.8 are hereby deleted from the PowerSchool MSA:

“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).”

Upon execution of this Agreement by their duly authorized representatives, the Parties enter into this Agreement as of the Effective Date.

POWERSCHOOL GROUP LLC

DEKALB COUNTY SCHOOL DISTRICT

DocuSigned by:
Angelina Hendraka
By: 51EE4C03EE9748B

By: _____

Printed Name: Angelina Hendraka

Printed Name: _____

Title: Chief Accounting Officer

Title: _____

Date: 6/29/2023

Date: _____

tdn/2023