



Customer Quote(s) 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 together with all exhibits attached hereto and any addenda, the “Agreement”) as of the date of the last signature below (the “Effective Date”).

PowerSchool and Customer are 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 in Exhibit A attached hereto and incorporated herein 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_Mar2024/ (the “PowerSchool MSA”)

Quote Number	Product(s)
Quote # Q-961233	Allovue Suite
Quote # Q-966652	Budget Book Services [Budget Deployment]
Total	\$558,615.00

3. This 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.

4. 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.

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

By: _____

By: _____

Printed Name: Eric Shander

Printed Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

 <p>PowerSchool Powering Brighter Futures</p>	<p>Remit Email: meghan.stanton@powerschool.com Quote Date: 9-MAY-2024 Quote #: Q-961233-2</p>
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Prepared By: Meghan Stanton
Customer Name: Dekalb County School District
Contract Term: 12 Months
Start Date: 1-JUL-2024
End Date: 30-JUN-2025
Billing Frequency: Annually

Customer Contact: Byron Schueneman
Title: Chief Financial Officer
Address: 2652 Lawrenceville Highway
City: Decatur
State/Province: Georgia
Zip Code: 30033
Phone #: 678-676-0133

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025				
License and Subscription Fees				
Allovue Allocate	ALL	1.00	Students	USD 41,715.00
Allovue Budget	BUD	99,000.00	Students	USD 275,220.00
Allovue Manage	MAN	99,000.00	Students	USD 229,680.00

License and Subscription Totals: **USD 546,615.00**

Quote Total	
Total Discount	USD 61,065.00
Initial Term	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 546,615.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-966652 - 2
 Quote Expiration Date: 30-JUN-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Meghan Stanton	Customer Contact:	Regina Bagley
Customer Name:	Dekalb County School District	Title:	Budget Manager
Enrollment:	0	Address:	2652 Lawrenceville Highway
Contract Term:	12 Months	City:	Decatur
Start Date:	1-JUL-2024	State/Province:	Georgia
End Date:	30-JUN-2025	Zip Code:	30033
		Country:	United States
		Phone #:	678-676-1113

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025			
Professional Services and Setup Fees			
Allovue Budget Deployment - Custom	1.00	Each	USD 12,000.00
		Professional Services and Setup	USD 12,000.00
		Fee Totals:	

Subscription Period Total	
Subscription Period	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 12,000.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, 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 forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Mar2024/