



Remit Email: erika.stewart@powerschool.com
 Quote Date: 15-MAR-2024
 Quote #: Q-819420-1

Sales Quote - This is Not An Invoice

Prepared By: Erika Stewart
 Customer Name: San Jose Unified School District
 Contract Term: 12 Months
 Start Date: 24-JUL-2024
 End Date: 23-JUL-2025
 Billing Frequency: Annually

Customer Contact: Tracy Morrison
 Title: Director of Procurement
 Address: 855 Lenzen Ave
 City: San Jose
 State/Province: California
 Zip Code: 92126
 Phone #: (408) 535-6000

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 24-JUL-2024 - 23-JUL-2025				
License and Subscription Fees				
Naviance Core	Abraham Lincoln High School	1,823.00	Students	USD 9,552.52
Naviance Core: Assessment	Abraham Lincoln High School	1,823.00	Students	USD 0.00
Naviance Core	Gunderson High School	1,074.00	Students	USD 5,627.76
Naviance Core: Assessment	Gunderson High School	1,074.00	Students	USD 0.00
Naviance Core	Leland High School	1,921.00	Students	USD 10,066.04
Naviance Core: Assessment	Leland High School	1,921.00	Students	USD 0.00
Naviance Core	Liberty High (Alternative)	230.00	Students	USD 1,205.20
Naviance Core: Assessment	Liberty High (Alternative)	230.00	Students	USD 0.00
Naviance Core	Middle College High	35.00	Students	USD 183.40
Naviance Core: Assessment	Middle College High	35.00	Students	USD 0.00
Naviance Core	Pioneer High School	1,599.00	Students	USD 8,378.76
Naviance Core: Assessment	Pioneer High School	1,599.00	Students	USD 0.00
Naviance Core	San Jose High School	1,025.00	Students	USD 5,371.00
Naviance Core: Assessment	San Jose High School	1,025.00	Students	USD 0.00
Naviance Core	Willow Glen High School	1,653.00	Students	USD 8,661.72
Naviance Core: Assessment	Willow Glen High School	1,653.00	Students	USD 0.00

License and Subscription Totals: **USD 49,046.40**

Quote Total

Initial Term	24-JUL-2024 - 23-JUL-2025
Amount To Be Invoiced	USD 49,046.40

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_Feb2022/, as may be amended.~~, attached hereto as Attachment A.

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~~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.~~

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

POWERSCHOOL GROUP LLC

SAN JOSÉ UNIFIED SCHOOL DISTRICT

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: Tracy Morrison

Title: Chief Financial Officer

Title: Director, Procurement

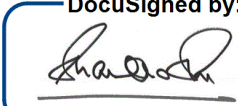
Date: 25-OCT-2023

Date:

Signature:

DS
MPA

DocuSigned by:



DFD231A1D7E4474...

Printed Name: Shankha Sen

Title: Group VP Finance

Date: 6/14/2024

PO Number: _____

ATTACHMENT A
MAIN SERVICES AGREEMENT
2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), 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, including any addenda and supplements thereto, may be individually referred to as an “**Ordering Document**” or collectively referred to as the “**Ordering Documents**”.

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“**PowerSchool**”) and Customer identified below and governs Customer’s access and use of Services. 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 if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the “**Effective Date**”). Each PowerSchool and Customer is individually referred to as a “**Party**” and collectively as the “**Parties**”.

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, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

1.3. “Customer Data” means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

1.4. “De-identified Data” means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

1.5. “Documentation” means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

1.6. “Excluded Claims” means claims or liability arising out of: (a) a Party’s violation of the other Party’s proprietary or intellectual property rights; (b) PowerSchool’s violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data; or (c) either Party’s indemnity obligations under this Agreement.

1.7. “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.

1.8. “Licensed Applications” means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

1.9. “Licensed Site(s)” means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

1.10. “Personal Data” means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

1.11. “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, India, or UAE ¹	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

1.12. "PowerSchool Software" means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "Professional Services" means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

1.14. "Quote" means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into 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.

1.15. "Services" means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

1.16. "Statement of Work" or "SOW" means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

1.17. "Subscription Services" means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

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

1.19. "Support Services" means the maintenance and support for the Subscription Services or as purchased by Customer, as described in [Exhibit A \(Powerschool Support Policy and Service Level Agreement\)](#). ~~PowerSchool's standard support policy at <https://www.powerschool.com/Support-Policy-SLA-2024/>.~~

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

1.21. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

1.22. "Trademarks" means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

1.23. "Transaction Data" means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

1.24. "User(s)" means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

2. PROVISION OF SERVICES AND RESTRICTIONS.

¹ PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.

2.1 Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth at [Exhibit A \(Support Policy and Service Level Agreement\) https://www.powerschool.com/Support-Policy-SLA_2024/](https://www.powerschool.com/Support-Policy-SLA_2024/); (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the Subscription Services.

2.2 Professional Services. If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy https://www.powerschool.com/Professional-Services-Policy_2024/, which is incorporated herein ~~as Exhibit B by reference.~~

2.3 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.

2.3.1 Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.3.2 Customer will not, and will not permit Users or third parties to: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool.

2.3.3 Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

2.3.4 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, 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. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

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

2.4 Updates to Subscription Services. During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

2.5 Sustaining Application Planning Program (SAP). PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. 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 discontinued. Such credit can be applied towards the future purchase of a Service

within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

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

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 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

3.3 Data Privacy and Security. By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth at https://www.powerschool.com/Customer-State-DPA_2024/ for the Customer's applicable state ("**PowerSchool State DPA**"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("**Negotiated DPA**"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement. **PowerSchool will abide by the terms of the DPA executed with Customer set forth on Exhibit C.**

3.4 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 the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Services 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 Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

4.2 Transaction Data. Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely 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 Services 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 Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

4.4 Feedback. If Customer or any User provides PowerSchool with any suggestions, comments,

enhancement requests, or other feedback relating to the PowerSchool Services 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 Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

4.6 No Use of Trademarks. Except as set forth below, 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).

4.7 Marketing. 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 the Services 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 legalnotices@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (as may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

5.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. 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.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Public Record Act. Notwithstanding anything herein to the contrary, 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.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying 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 Quote or invoice will be in the currency set forth in the applicable Quote.

6.2 Enrollment Increases. If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.

6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

6.4 Payment Disputes. 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.

6.5 No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.

7.1 Licensed Applications. If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified at <https://www.powerschool.com/Product-Specific-Terms-2024/> in Exhibit D, which terms are incorporated herein by reference and are required by PowerSchool's licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.,

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

7.3 Product-Specific Terms. Certain Services may be subject to additional product-specific terms identified in Exhibit D at <https://www.powerschool.com/Product-Specific-Terms-2024/>, which are incorporated herein by reference.

8. LIMITED WARRANTY.

PowerSchool warrants that the PowerSchool Software included in the Services 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 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 non-conformity 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), THE SERVICES, 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, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. 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 DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 PowerSchool Indemnity. PowerSchool will defend Customer and its board members, officers, staff, employees and representatives ("**Customer Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a "**Claim Against Customer**"): (i) alleging any Service, when used as authorized under this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) 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; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

10.1.1 Mitigation. If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; 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 Services.

10.1.2 Exclusions. The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

10.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "**Claim Against PowerSchool**") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a

settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

10.3 Procedure. The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "**Claim**"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; 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.

10.4 Sole and Exclusive Remedy. THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.3 EXCEPTIONS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

12. INSURANCE. Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law. PowerSchool's current certificate of insurance ("**COI**") is found at <https://www.powerschool.com/Certificate of Insurance 2024/>, which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of 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. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date

of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to nonrenewal@powerschool.com. Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

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, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services 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 Services; 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. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

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 Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges 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 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 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 deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

13.6 Mutual Termination. The Parties may terminate this Agreement by mutual written agreement.

13.7 No Other Termination Right. Except as expressly set forth in this Agreement, 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 (Product-Specific and Pass-Through Terms), 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. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

13.9 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. This Agreement will be governed by the laws of the country, territory, province, or

state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

14.2 Venue. The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

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 by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.6 No Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

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. 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: Chief Legal Officer
150 Parkshore Drive,
Folsom, CA 95630
legalnotices@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 entity 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 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.

14.10 Export Compliance. Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

14.11 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.12 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture,

agency, fiduciary or employment relationship between the Parties.

14.13 Entire Agreement; Order of Precedence. 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, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement; and (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14.14 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.15 Counterparts. This Agreement may be executed electronically and in counterparts.

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 incorporated. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Availability” has the meaning set forth in Section 5.4 (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 applicable SaaS Subscription Service is unavailable to all of Customer’s Users.

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

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 applicable SaaS Subscription Service.

1.6 “Errors” means a reproducible failure of the applicable Subscription Service to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service 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 the applicable Subscription Service, the Documentation, or both.

1.7 “Fix” means a patch, service pack or corrective update of the applicable Subscription Service 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 the Subscription Service 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 applicable Subscription Service 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 applicable Subscription Service 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 the applicable Subscription Service issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to the Subscription Service that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers who have a current Support Services subscription to such Subscription Service.

1.10 “Resolution Time” means the time it takes for PowerSchool to restore access and/or functionality to the applicable 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 “SaaS Subscription Service” means a Subscription Service hosted by or on behalf of PowerSchool for Customer.

1.14 “Scheduled Maintenance” means planned downtime in or unavailability of the applicable Subscription Service for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

1.15 “Support Services” has the meaning set forth in the PowerSchool Main Services Agreement (2024 version) and as further described in Section 3.1 (Support) below that will be provided hereunder with respect to the applicable Subscription Service.

1.16 “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.

1.17 “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 the

applicable Subscription Service.

1.18 “User” has the meaning set forth in the PowerSchool Main Services Agreement (2024 version).

2. Support Term; Fees. Except as set forth in Section 3.2 (Custom Programs), Support Services are provided as part of Customer’s purchased SaaS 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 the on-premise Subscription Service 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 applicable PowerSchool Software or launch date when access to the on-premise Subscription Service is provided).

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool, will provide Support Services for the Subscription Services. 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 applicable Subscription Service; 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 the standard Support Services. In addition, to the extent that the applicable Subscription Service 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 the PowerSchool Support Portal.

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

** PowerSchool Support reserves the right to change phone support coverage hours based on operational needs with 30-day prior written notification to Customer (via email or through the PowerSchool Support Portal).

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 PowerSchool Support Portal 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.

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: <ul style="list-style-type: none"> • 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 the applicable Subscription Service is fully operational but is experiencing: <ul style="list-style-type: none"> • 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 within the PowerSchool Support Portal • 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: <ul style="list-style-type: none"> • 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 Customer's production instance 	2 Business days

43 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 Customer's operations and level of resolution by the PowerSchool support team.

44 Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by Customer within a reasonable time frame and to the reasonable satisfaction of Customer. PowerSchool will not provide support (and Support Services will not include) the scenarios specified below:

- 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 Subscription Service. 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 Support Portal for help on such items;
- undocumented Data Access Tags (DAT) codes, for the latest version of the Subscription Service.
- Open Database Connectivity (ODBC) complex queries or connections not covered in the PowerSchool Support 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 PowerSchool Support Portal knowledgebase documentation;
- o building of reports via APEX or Enterprise Reporting;
- o no code level support for application programming interface (API) / APEX API web developments/ single sign on (SSO) (SAML);
- o SQL statements not provided by the applicable PowerSchool Software development organization;
- o network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer’s local network environment;
- o User activity that adversely impacts application data, except for performing full database restore operations when requested;
- o the performance impact of Customer’s third-party application access to hosted application data;
- o support for Third-Party Software and third-party applications; 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 applicable Subscription Service other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the applicable Subscription Services by Customer or any third party. If PowerSchool provides Support Services that are determined by PowerSchool to be caused by Customer’s or third party’s actions, unauthorized use, or system changes, then PowerSchool may invoice Customer for the fees and expenses for such Support Services, and Customer shall pay such invoice in accordance with the terms of the Agreement.

5. Hosting Service Level Agreement. To the extent that Customer purchases a SaaS Subscription Service, the following sections provide general information for the SaaS Subscription Service applicable to the PowerSchool Software that is hosted by or on behalf of PowerSchool for Customer. For clarity, the following sections and any hosting service level commitments do not apply to customers who host their own instances of the PowerSchool Software.

51 Backup and Recovery. The SaaS Subscription Services include 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. Either point-in-time or full database backups are performed to achieve recovery target as indicated in Section 5.2 (Disaster Recovery).

52 Disaster Recovery. Disaster recovery and data continuity plans exist for all PowerSchool’s 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 as required by infrastructure changes. PowerSchool’s recovery time objective (“**RTO**”) is forty-eight (48) hours. The 48-hour RTO means that within forty-eight (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 twenty-four (24) hours prior to the time the first transaction is lost or from the time the SaaS Subscription Service became unavailable.

53 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 SaaS Subscription Service 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.

54 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription Service is available for Customer to access ("**Availability**") at a level of 99.9% per calendar month, excluding Downtime Exclusions pursuant to Section 5.5 (Downtime Exclusions) below. Downtime tracking will be measured on a 24/7/365 basis.

a. 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

b. Availability of the applicable SaaS Subscription Service on a calendar month is calculated as follows:

$$\frac{(\text{Total Service Minutes} - \text{Total Downtime Minutes})}{(\text{Total Service Minutes per calendar month})} \times 100$$

"**Total Downtime Minutes**" means the sum of the minutes for all Downtime for a specific SaaS Subscription Service within a single calendar month, excluding any Downtime Exclusions. "**Total Service Minutes**" means the total number of minutes in a given calendar month (based on 60 minutes per hour, 24 hours per day, for each day within a calendar month). If Customer has been accessing the applicable SaaS Subscription for less than a full calendar month, then the days within such calendar month prior to access of the applicable SaaS Subscription Service will be deemed to have had 100% Availability. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. 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 the Availability for the particular SaaS Subscription Service requested for the applicable month.

55 Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring Availability as set forth in Section 5.4 (Availability Targets):

- a. Scheduled Maintenance,
- b. scheduled Downtime,
- c. Emergency Maintenance,
- d. Performance degradation pursuant to Section 5.3 (Performance Degradation),
- 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's Users or 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 Customer's voluntary action to restart the SaaS Subscription Service (e.g., if Customer restarts the Student Information System (SIS) SaaS Subscription Service causing an outage),
- i. unavailability as a result of failure of the Customer's or User's network infrastructure,

- j. unavailability as a result of failure of the Customer's or User's connection to the internet, and
- k. 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.

EXHIBIT B
PROFESSIONAL SERVICES POLICY

This document sets forth the additional policy and expectations supporting PowerSchool's provision of Professional Services to Customer in connection with a Subscription Service provided pursuant to the 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 reasonably 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 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, Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) that are incurred in the performance of the Professional Services and that approved by Customer in advance. 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 from the start date of the Quote, 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. Unless otherwise agreed to in the applicable Quote or SOW, 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 detailing the agreed changes, including any impact to the fees and expenses. Any such Change Order may be agreed upon by the Parties and approved by Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this document 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 in the Agreement.

7. Data Loads. Successful implementation of Subscription Service(s) requires proper data loads in specific formats and layouts. PowerSchool will inform Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If 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 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.

EXHIBIT C

STANDARD STUDENT DATA PRIVACY AGREEMENT

**CA-NDPA Standard
Version 1.0 (10.25.20)**

San Jose Unified School District

and

PowerSchool Group LLC

10/19/2022

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

San Jose Unified School District (the “**Local Education Agency**” or “**LEA**”) and
PowerSchool Group LLC , located at 855 Lenzen Ave., San Jose, CA 95126
(the “**Provider**”). , located at
150
Parkshore
Drive
Folsom, CA
95630

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Tracy Morrison Title: Director, Procurement

Address: 855 Lenzen Ave., San Jose, CA 95126

Phone: 408-535-6000 Email: tmorrison@sjusd.org

The designated representative for the Provider for this DPA is:


Name: _____ Title: _____

Address: _____

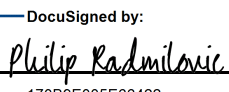
Phone: _____ Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: San Jose Unified School District

By:  Date: 12/1/2022
Printed Name: Tracy Morrison Title/Position: Director, Procurement

PROVIDER: PowerSchool Group LLC

By:  Date: 11/30/2022
Printed Name: Philip Radmilovic Title/Position: VP Treasurer

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply in a manner consistent with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits**. Provider's security compliance is assessed by independent third-party auditors. Upon LEA agreeing to an NDA, Provider shall provide access to information regarding Provider's ISO 27001:2103 certification and SOC II Reports. To the extent that Provider discontinues a third-party audit, Provider will adopt or maintain an equivalent industry-recognized security standard. The Provider will cooperate reasonably with any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA, after written notice and a 30-day opportunity to cure.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, or writing between Provider and LEA, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Naviance: Naviance is a college and career readiness platform that Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of records for schools and districts.

Unified Talent: PowerSchool Unified Talent solution gives schools, districts, and boards the tools to attract, hire, support, develop, and retain talent, including: (i) use research-backed hiring tools to quickly find the right educators and staff; (ii) tailoring professional learning with student achievement insights and performance evaluations to maximize growth and teacher retention; (iii) empowering HR staff with a full suite of flexible tools to streamline and automate everyday processes so they can focus on what matters; and (iv) an ability to scale with the customer's existing systems and processes.

EXHIBIT "B"
SCHEDULE OF DATA

Naviance / Intersect

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	x
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Gender	x
	Ethnicity or race	x
Enrollment	Student School Enrollment	x
	Student grade level	
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	X Multi-year course plan - does not include actual period schedule.
	Teacher names	
	Low income status	x
Student Contact information	Address	x
	Email	x

	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app password	x
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	We have self-discovery assessments with results related to personality, interests, but nothing that rates or grades a student.
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	x
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify: full PDF transcripts with any transcript content included by each school/district	x

Other	Please list each additional data element used, stored, or collected by your application: academic summary (GPA, rank, decile), school/district defined student group membership, alumni enrollment in HE institutions (NSC), college interests (search criteria, colleges of interest), college applications (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career interests, career prep (resume, work based learning opportunities), self discovery assessment results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes)	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

General Only included system fields. Functionality like student groups and surveys can be customized by districts and schools to collect or enter additional information that could include unchecked items. If that should be considered, then pretty much any profile information could be checked here. For example, a district could create a student group for ELL and add students to it.

Unified Talent

<u>Category of Data</u>	<u>Element</u>	<u>Check if used</u>
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	

Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student School Enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	
	Phone	
	Parent ID number (created to link parents to students)	
	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	
	Low income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	

	Other indicator information- Please specify:	
Student Contact information	Address	
	Email	
	Phone	
Student Identifiers	Local (school district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
Student Name	First and/or Last	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	X

None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	
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Category of Data	Elements	Check if Used by Your System		
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data-Please specify:			
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:			
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other demographic information-Please specify:			
Enrollment	Student school enrollment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify:			
Parent/Guardian Contact	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Information	Email		
	Phone		

Category of Data	Elements	Check if Used by Your System	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:		
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify:		
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System		
	Other transcript data - Please specify:			
Transportation	Student bus assignment	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		
	Student pick up and/or drop off location	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		
Student bus card ID number	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			
Other transportation data – Please specify:				
Other	Please list each additional data element used, stored, or collected by your application:			
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>		

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback or a higher education institution's response to a student's search for higher education institutions using an LEA provided student account.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

San Jose Unified School District Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and San Jose Unified School District

("Originating LEA") which is dated 10/19/2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

PROVIDER: _____
PowerSchool Group LLC

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the San Jose Unified School District and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY: _____
Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X <input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT “G”

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

San Jose Unified , located at 855 Lenzen Ave., San Jose, CA 95126
(the “**Local Education Agency**” or “**LEA**”) and
PowerSchool Group LLC , located at 150 Parkshore
Drive, Folsom, CA 95630 (the “**Provider**”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“**SOPIPA**”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“**AB 1584**”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:


1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: San Jose Unified School District

By:  Tracy Morrison Date: 12/1/2022
24398E33D9794D1...
Printed Name: Tracy Morrison Title/Position: Director, Procurement

Provider: PowerSchool Group LLC

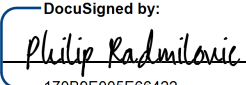
By:  Philip Radmilovic Date: 11/30/2022
170B9E005E66422...
Printed Name: Philip Radmilovic Title/Position: VP Treasurer

EXHIBIT D
PRODUCT SPECIFIC AND PASS-THROUGH TERMS

Certain of the Subscription Services include Licensed Applications licensed by PowerSchool's licensors, who require PowerSchool to pass through these terms to its customers without any modification and have the right to audit PowerSchool's compliance to with this requirement. This document contains such pass-through terms and conditions, which do not apply to all the Services in general. Additionally, certain of the Services may be subject to additional terms specific to such Services and only apply if Customer licenses those specified Services.

PASS-THROUGH TERMS RELATING TO LICENSED APPLICATIONS.

1. **Oracle.** The following terms are applicable to a certain Licensed Application known as Oracle Database Enterprise Edition (the "**Oracle Software**") from Oracle USA, Inc. ("**Oracle**"):
 - a) Oracle Database Enterprise Edition (Oracle Software) is subject to a restricted license for use only with PowerSchool Subscription Services.
 - b) Oracle has no liability for any damages arising from the use of Subscription Services or Oracle Software.
 - c) Customer may not (1) publish benchmark test results for Oracle Software, (2) use Oracle Software for external services (e.g., rental, hosting), (3) modify Oracle Software markings or proprietary notices, or (4) reverse engineer, disassemble, or decompile Oracle Software.
 - d) PowerSchool or its designee may audit Customer's use of Oracle Software and report results to Oracle.
 - e) Notwithstanding anything to the contrary, Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.
 - f) 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.

2. **GPL Software.** Certain Licensed Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("**GPL**"). Customer can obtain source code for GPL software upon written request to PowerSchool (media/handling fees may apply). GPL software is provided AS IS, without any warranties.

3. **Illuminate (for item bank).** The following terms are applicable to a certain Licensed Application 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):
 - a) Customer has a non-exclusive, non-transferable license to use Illuminate assessment items ("**Illuminate Content**") within the state in which Customer is located for formative student assessments only.
 - b) Customer is strictly prohibited from using or promoting any items in the Illuminate Content as high stakes assessments.
 - c) Illuminate retains all intellectual property rights to Illuminate Content.
 - d) Customer's license terminates upon the earlier of: (i) termination of the Customer PowerSchool Agreement or (ii) termination of PowerSchool's Illuminate distribution rights.
 - e) Illuminate reserves the right to modify or delete Illuminate Content items.
 - f) Illuminate may request assessment data (which may include a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content) from PowerSchool (complying with applicable privacy laws and regulations).
 - g) ILLUMINATE MAKES NO WARRANTIES WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES ABOUT THE VALIDITY, FAIRNESS, OR QUALITY OF CUSTOMER-CREATED ASSESSMENTS USING ILLUMINATE CONTENT. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE SUBSCRIPTION SERVICES.
 - h) ILLUMINATE HAS NO LIABILITY UNDER THE CUSTOMER-POWERSCHOOL AGREEMENT. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE FOR DAMAGES EXCEEDING FEES PAID TO ILLUMINATE BY POWERSCHOOL ON BEHALF OF CUSTOMER IN THE PRECEDING 12 MONTHS PRECEDING SUCH CLAIM.

4. **Services that Include Cognos.** If Customer purchases Subscription Services that include a Licensed Application identified under the name "Cognos" in the Customer's Quote ("**Cognos Component Systems**"), the following terms apply:
 - a) International Business Machines Corp. ("**Cognos**") owns the Cognos Component Systems.
 - b) Restrictions on Use of Cognos Component Systems.
 - i. Customer can only use the software in object code form, and only with PowerSchool software. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the

- ii. Cognos Component System(s) is granted to Customer.
 - iii. Cognos is not liable for damages caused by Customer's use of the Cognos Component Systems.
 - iv. Notwithstanding anything to the contrary, Cognos is a third-party beneficiary of this Agreement.
 - v. Usage is limited by the number of users, functions, and systems specified in the quote.
 - vi. Data extraction, analysis, and reporting are allowed only with specific components as defined in the quote.
- c) **Warranty.**
- i. Cognos offers a 30-day warranty for functionality and media quality.
 - ii. Customer's sole remedy for warranty breaches is repair, replacement, or refund (at Cognos' discretion).
5. **Services that Include YouTube™.** The following terms are applicable to Customer's use of YouTube within each listed Subscription Service below.
- a) **Within PowerBuddy™.** Any video output a User receives while interacting with PowerBuddy is sourced from YouTube, and the User's use of the video is governed by the [YouTube's Terms of Service](#) and [Google's Privacy Policy](#). The video output is based on the description of the assignment from the instructor and the User's subsequent prompts into PowerBuddy. No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within PowerBuddy is governed by the Main Services Agreement between Customer and PowerSchool.
 - b) **Within Schoology.** Video content from YouTube may be selected by instructors and assigned to students within Customer's Schoology instance. YouTube is only enabled within Schoology when Customer adds YouTube via the APIClient, and agrees to be bound by [YouTube's Terms of Service](#) and [Google's Privacy Policy](#). No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within Schoology is governed by the Main Services Agreement between Customer and PowerSchool.

PRODUCT-SPECIFIC TERMS FOR SPECIFIED SUBSCRIPTION SERVICES.

1. **PowerSchool SIS Services.** PowerSchool does not represent that its SIS products that include State Reporting Codes ("SRC") or Provincial Reporting Codes ("PRC") will fully meet all state/provincial reporting requirements. Where provided, SRC/PRC tools are intended to assist compliance, not guarantee it. Customer is responsible for understanding and complying with its own reporting requirements.
2. **Naviance or My PowerSchool Services.** If Customer purchases Subscription Services that include the PowerSchool Naviance product or the My PowerSchool product with career or college-planning functionalities and features (collectively, "**Career Planning Services**"), Customer hereby expressly grants consent to the functionality branded "**ActiveMatch**." The college-planning function contained in the Career Planning Services 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 the Career Planning Services. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Career Planning Services by Users. Matching may be turned on or off at any time after implementation of the Career Planning Services 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 User has explicitly opted to send their information directly to the Higher Education Institution.
3. **Insights and Analytics Services.** If Customer purchases a Subscription Service within the Insights and Analytics product wheel (e.g., Analytics and Insights or Connected Intelligence) that requires the creation of a Customer-specific data warehouse, 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 such Customer-Specific Data Warehouse. PowerSchool's use of the Customer-Specific Data Warehouse and its process of the Customer Data shall at all times be subject to the terms of the PowerSchool State DPA or the Negotiated DPA (whichever is applicable) executed between Customer and PowerSchool, Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers. In Connected Intelligence, PowerSchool can pull data (through API, database or flat file based replication) from PowerSchool data sources and non-PowerSchool sources. PowerSchool's ability to pull data from those non-PowerSchool resources is contingent upon Customer's ability to give PowerSchool access to the data.

4. **Services with Capability to Send Email and SMS Communications.** If Customer purchases any Subscription Services that include a capability to send email communications (“**Email**”) or SMS communications or texting (“**SMS**”), Customer understands that standard SMS (texting) and data fees apply to all registered contacts who receive an SMS or Email sent out via the Subscription Services. PowerSchool is responsible for payment for all SMS sent FROM the Subscription Services. Customer is responsible for ensuring parents or registered contacts receiving such SMS have opted into the Subscription Services and messaging 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 all applicable laws, regulations, and conventions related to email and SMS communications (“**Communication Laws**”). In no event will PowerSchool be liable for Customer’s use of SMS or Email communications. 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 or Email messages attributable to Customer’s Internet service provider.

EXHIBIT E

THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee:

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

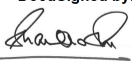
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
 - Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

POWERSCHOOL GROUP LLC

Date: 6/14/2024

Signature:

DocuSigned by:

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Shankha Sen

Group VP Finance

