



A PowerSchool Solution for

Edina Public Schools

Cloud-Based Enterprise Resource Planning (ERP)
Software-as-a-Service (SaaS) Platform

Presented by:

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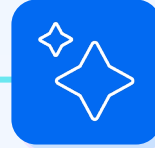




**More Power.
Stronger School.**

A PowerSchool Solution for

Edina Public Schools



**PowerSchool Group LLC Response
Cloud-Based Enterprise Resource Planning (ERP)
Software-as-a-Service (SaaS) Platform**



Riley Reynolds, Account Owner

As your Account Owner and dedicated contact, I am excited to present PowerSchool's solution and how it aligns with your goals and objectives. I can be reached at riley.reynolds@powerschool.com or (816) 517-7597.

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RE: RFP Cloud-Based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) Platform

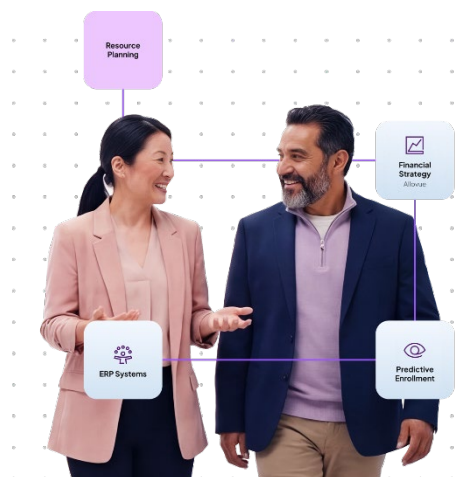
Dear Catalyst Sourcing Solutions,

Having partnered with Edina Public Schools since 2020, PowerSchool understands the role connected, reliable technology plays in helping the District serve students, families, their own staff, and the broader community. We are proud to support Edina Public Schools today through PowerSchool products like eFinancePlus, Allovue, and Perform. As the District looks ahead to a new cloud-based ERP SaaS platform, we see an opportunity to build on our partnership with a modern, integrated solution designed around the operational excellence the District values.

Edina Public Schools' vision, "For Each and Every Student to Discover Their Possibilities and Thrive," is supported not only by what happens in the classroom, but also by the systems that help District leaders manage resources wisely, support staff effectively, and make timely, confident decisions.

In keeping with this, our proposed solution connects finance, human resources (HR), payroll, position control, time and attendance, budgeting, reporting, and workflow management; this helps Edina Public Schools streamline administrative work, strengthen visibility across finance and HR, simplify hiring and onboarding, support employee growth, and make budgeting more collaborative and connected to District priorities.

At the center of our solution is eFinancePlus, a comprehensive resource planning platform already in use at Edina Public Schools. With eFinancePlus, the District enjoys centralized finance, HR, payroll, purchasing, position control, workflow, and reporting functionality designed specifically for K-12. It offers streamlined operations, simplified compliance reporting, and secure, timely access to the information needed to make informed decisions.



PowerSchool's budgeting tool, known as Allovue, extends that foundation by helping District leaders transform complex financial data into clear, actionable information, develop strategic budgets collaboratively, align finance and HR decisions, and make the most of every dollar for every student. Together, eFinance Plus and Allovue help reduce manual work, increase operational speed, and give District leaders a clearer view of the resources that support student success.



PowerSchool's talent and workforce modules further support Edina Public Schools' commitment to professional excellence. The solution's Perform module, already familiar to Edina Public Schools' staff, helps facilitate a transparent, consistent evaluation process that supports staff growth and continuous improvement.

To further support Edina Public Schools' operational goals and deliver additional long-term value, our proposal includes several complementary modules that extend the capabilities of the District's existing PowerSchool solution. Our Applicant Tracking module and SchoolSpring Plus Job Board help expand candidate reach, streamline hiring, and create a more efficient digital experience for applicants and the District's HR team. Our Employee Records module supports paperless onboarding, digital forms, contract renewals, workflow management, secure document storage, and audit readiness.

Edina Public Schools' current TimeClock Plus adds automated time, attendance, and absence management to help staff manage time accurately while supporting timely payroll processes. It also integrates seamlessly with eFinancePlus. PowerSchool has a long-term partnership with TimeClock Plus and is pleased to offer this solution as part of our proposal.

At PowerSchool, we share Edina Public Schools' commitment to excellence, responsibility, and effective stewardship of human and financial resources. We are excited for the opportunity to deepen our partnership with Edina Public Schools. Our goal is to deliver a solution that helps their teams work more efficiently and keep more time and focus where the District wants it: supporting each and every student.

Thank you for your consideration. We welcome the opportunity to discuss how PowerSchool can continue supporting Edina Public Schools as they prepare for this important next chapter. Please do not hesitate to reach out with any questions or to discuss next steps.

Sincerely,

Riley Reynolds

Riley Reynolds

Account Owner

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Executive Summary

Edina Public Schools is committed to ensuring that *each and every student discovers their possibilities and thrives* through a culture of academic excellence, equity, inclusion, operational excellence, and strong community partnerships.

The District’s strategic plan emphasizes effective stewardship of financial, human, and physical resources, continuous improvement, staff development, and meaningful engagement with community stakeholders. **PowerSchool’s solution is specifically tailored to addressing these priorities.**

As a long-standing customer since 2020, Edina Public Schools already leverages multiple PowerSchool solutions across both academic and operational functions, creating a strong foundation for expanding and modernizing its ERP ecosystem. Our proposed solution—combining eFinancePlus, Allovue, Applicant Tracking, Employee Records, Perform, SchoolSpring Job Board, and TimeClock Plus—delivers a fully integrated cloud-based platform designed specifically for K-12 districts.

The solution delivers:



Integrated Finance, Payroll, and Human Resources

The solution centralizes budgeting, fund accounting, purchasing, payroll, position control, employee management, workflow, and reporting in a single K-12-focused platform. Real-time dashboards, automated workflows, and extensive compliance reporting help Edina Public Schools improve efficiency, accuracy, and decision-making.



Strategic Budgeting and Resource Allocation

Through Allovue, our solution enables collaborative budgeting, staffing and resource planning, funding formula management, and budget transparency. By connecting financial investments to District priorities, Edina Public Schools can maximize resources while maintaining visibility into spending and outcomes.



Modern Talent Management and Workforce Development

Our solution creates a seamless employee experience from recruitment through onboarding, evaluation, growth, and retention. The integrated platform supports Edina Public Schools’ commitment to attracting, developing, and retaining exceptional educators and staff.



Automated Time, Attendance, and Workflow Management

TimeClock Plus simplifies employee timekeeping, attendance tracking, absence management, scheduling, and payroll integration. Combined with automated workflows across PowerSchool's solution suite, Edina Public Schools can reduce manual processes, improve accuracy, and provide staff with convenient self-service tools.



Secure, Scalable K-12 Technology

PowerSchool's cloud-based solution is supported by a comprehensive security program that includes secure-by-design practices, third-party penetration testing, robust cloud security, independent validation, and 24x7x365 security operations monitoring. This helps Edina Public Schools meet its cybersecurity, privacy, and operational requirements while positioning the District for long-term success.

Solution Overview

PowerSchool Allovue

Allovue is an innovative education finance platform that maximizes student outcomes while working seamlessly with our core ERP module. This advanced budget suite helps your educators and other stakeholders actively participate in the budgeting process through the Allovue Allocate, Budget, and Manage features:



Allocate

Our solution demystifies resource allocation to encourage equity and build trust across the K-12 ecosystem. You can use Allovue to create school resource allocations based on the needs of your educators, students, and community.



Budget

Budgeting is often disconnected from strategic planning. Allovue brings these processes together for a spending plan that is collaboratively built and strategically sound.



Manage

Often, the hardest part of managing a budget is putting it into action. Allovue makes budgeting a continuous process where everyone can monitor actual year-round spending in alignment with your budget.

This suite of innovative finance software tools is designed to help K-12 organizations manage resources efficiently and equitably. You can:

- Create school resource allocations based on the needs of your educators, students, and community
- Build budgets that are aligned with goals
- Track actual year-round spending in alignment with your budget

At its core, Allovue helps you fund your schools in a way that is consistent with your values. By showing real-time highlights and spending trends, **it simplifies monitoring schools' resource use throughout the year.** In addition, Allovue assists leaders with strategic budgeting and expense assessment.

eFinancePlus

Empowering K-12 districts with integrated finance, HR, and time management—real-time insights, streamlined operations, and smarter decisions.

eFinancePlus streamlines complex K-12 administration processes to make your operations easier and more efficient. Our integrated finance and HR system was designed specifically for K-12 with built-in finance and talent workflows. Centralize multiple budgets, manage unique HR decisions, and process complex payments in one place while ensuring compliance with changing regulatory requirements. Easy-to-read visualizations and dashboards give your teams visibility into current financial and HR analytics, helping you move faster and make data-informed decisions.

TimeClock Plus

Simplify time tracking, streamline payroll, and empower staff with flexible, accurate workforce management.

TimeClock Plus automates and simplifies time tracking for your entire staff. With TimeClock Plus, you can:

- Manage complicated payroll situations. You can manage hours, exceptions, and attendance from a single, user-friendly application that ensures your teams get paid accurately and on time.
- Choose between multiple timekeeping options. With our solution, you can mix and match biometrics, badge readers, thermal sensors, and more to create the ideal experience for your workforce. Moreover, you can deploy a mobile solution on employee phones or use a workplace tablet as a functional time clock.
- Improve access to critical data. Our solution allows you to customize dashboard widgets based on the most critical data for each department. With a few simple clicks, managers can approve hours, check leave requests, monitor overtime, and stay abreast of key employee data without running reports.



Maximize ROI



Adapt Products/Solutions



Manage Change



Deliver Outcomes

Applicant Tracking

Simplify hiring with an all-online workflow and seamless candidate experience.

Applicant Tracking delivers a modern candidate experience that simplifies job discovery and application through interactive maps, advanced filters, and quick-apply options. Districts benefit from increased visibility with automated job postings to SchoolSpring and Indeed, and integrated tools like Candidate Assessment and Spark Hire Video Interviewing support efficient screening. Onboarding is seamlessly assigned at the point of hire through integration with Employee Records, while self-service customization empowers districts to tailor applications, workflows, and communications to meet their unique needs.

Employee Records

Digitize HR processes to streamline onboarding and employee management.

Employee Records digitizes HR processes, allowing districts to create and assign electronic forms for onboarding, contracts, and other lifecycle events. Real-time tracking and automated reminders ensure timely completion, while customizable workflows and forms support district-specific needs. The platform helps reduce administrative burden and ensures a smooth, accurate onboarding experience for new hires.

Perform

Simplify evaluations and amplify impact with tailored feedback and development.

PowerSchool Perform provides a comprehensive platform for evaluating and supporting all staff members through growth-focused activities. Districts can incorporate observations, walkthroughs, goal setting, self-assessments, and reflections into a collaborative environment that promotes continuous improvement. The system is highly flexible, allowing districts to personalize evaluation frameworks and configure forms, rubrics, and workflows to meet local or state-defined standards. Real-time analytics turn feedback into actionable insights, and integration with Professional Learning enables targeted development based on performance data.

PowerSchool In Action

Our proposal clearly demonstrates the benefits of using our proposed solution. To further highlight its strength and value, we are providing the following videos:



Perform

<https://bit.ly/4guOTx4>



Applicant Tracking

<https://bit.ly/3R0aMtO>



Allovue

<https://bit.ly/3SPoq3r>

Our Commitment to Your Success

PowerSchool's Finance and Human Capital Management solutions help Edina Public Schools advance its mission of delivering educational excellence while ensuring the effective and efficient use of financial and human resources in support of student success. eFinancePlus and Allovue provide a connected financial ecosystem that enables Edina Public Schools to align resources with strategic priorities, strengthen financial stewardship, increase transparency, and make data-informed decisions that support operational excellence and equitable outcomes for each and every student. These capabilities directly support Edina Public Schools's commitment to effective resource management, continuous improvement, and accessible financial reporting for its school community.

Building on Edina Public Schools's existing investment in PowerSchool solutions, TimeClock Plus, Applicant Tracking, Employee Records, and Perform provide an integrated approach to attracting, supporting, developing, and retaining the high-quality staff essential to achieving the District's strategic vision. These solutions streamline workforce administration, modernize recruiting and onboarding, and empower leaders with tools to foster continuous professional growth, performance development, and accountability. By reducing administrative burden and providing data-driven insights across the employee lifecycle, PowerSchool helps Edina Public Schools strengthen professional excellence, support staff wellness and belonging, recruit and retain diverse talent, and cultivate leadership throughout the District. Edina Public Schools already leverages several of these PowerSchool solutions, creating a seamless foundation for continued innovation, operational efficiency, and long-term success.

Submission Worksheet

PowerSchool has provided the Submission Worksheet as a separate attachment.

Functional System Requirements

Finance

General Ledger

eFinancePlus provides a comprehensive fund accounting-based General Ledger with support for multi-fund accounting, chart of accounts management, journal entries, audit trails, fiscal year processing, encumbrance accounting, and GASB-compliant financial reporting.

Budgeting

The solution includes integrated budgeting capabilities supporting budget development, forecasting, position control integration, budget transfers, approvals, what-if analysis, and multi-year budget planning. Budget data flows seamlessly into financial reporting and expenditure control processes. Complementing the ERP, the Allovue Budget Suite enables collaborative budget development, strategic resource allocation, staffing and scenario planning, and year-round budget monitoring using real-time financial data synchronized from eFinancePlus, helping districts align spending decisions with organizational priorities.

Accounts Payable

eFinancePlus supports the complete accounts payable lifecycle, including invoice entry, approval workflows, voucher processing, vendor management, ACH/electronic payments, check processing, 1099 reporting, and payment audit tracking.

Purchasing

The system provides end-to-end purchasing functionality, including requisitions, purchase orders, approval routing, encumbrance management, vendor catalogs, receiving, contract tracking, and procurement controls designed specifically for K-12 school district operations.

Asset Management

eFinancePlus includes fixed asset management capabilities for tracking asset acquisition, depreciation, transfers, disposals, inventory control, asset lifecycle management, and reporting to support accounting and audit requirements.

Grants Management

The solution supports grant budgeting, expenditure tracking, grant compliance monitoring, reporting by grant/program, and management of federal, state, and local funding sources.

Bank Reconciliation

eFinancePlus provides bank reconciliation functionality, including automated matching, reconciliation processing, cash management, outstanding transaction tracking, and reconciliation reporting to improve accuracy and efficiency.

Financial Reporting

The solution includes comprehensive financial reporting with standard reports, ad hoc reporting, dashboard analytics, budget-to-actual analysis, state reporting support, audit reports, and export capabilities to Excel and other formats.

Human Resources

PowerSchool’s proposed Human Capital Management and Talent solutions address the required functions of **Employee Records, Position Control, Benefits, Recruiting, Onboarding, Performance Management, and Payroll** through an integrated platform designed specifically for K-12 organizations.

Employee Records & Onboarding

Employee Records supports onboarding, employee record management, contracts, annual forms, staff changes, and offboarding through secure, paperless workflows.

Position Control

eFinancePlus includes a fully integrated Position Control solution that enables districts to:

- Create, manage, and track authorized positions and FTE allocations.
- Align staffing decisions with approved budgets and organizational plans.
- Monitor filled, vacant, and proposed positions in real time.
- Prevent or warn against overfilling positions based on District configuration.
- Support position requests, transfers, and approvals through workflow processes.
- Maintain employee position history and staffing records.
- Integrate position data with budgeting, payroll, human resources, and reporting functions.
- Support personnel budgeting and workforce planning activities.

Benefits Administration

eFinancePlus includes comprehensive benefits administration capabilities that allow districts to:

- Manage employee benefit plans and eligibility rules.
- Administer medical, dental, vision, life, disability, and other benefit programs.
- Maintain employee enrollment and dependent information.
- Support employer and employee contribution calculations.
- Integrate benefit deductions directly with payroll processing.
- Track Affordable Care Act (ACA) compliance requirements and reporting.
- Manage benefit history and audit trails.
- Provide employee self-service access through the Employee Access Center for viewing and maintaining benefit-related information.
- Produce standard, regulatory, and ad hoc reports related to benefits administration and compliance.

Recruiting

Recruiting and hiring activities are managed through PowerSchool Applicant Tracking, which streamlines the entire hiring process from job posting through selection and hire.

Performance Management

PowerSchool's Perform provides a comprehensive set of evaluation tools, goal setting, growth plans, self-assessments, peer reviews, and transparent scoring to support employee development and accountability. PowerSchool's solution provides District leaders with meaningful workforce data, reporting, and analytics to improve efficiency, staff engagement, compliance, and retention. Robust reporting and analytics provide District leaders with actionable workforce insights to improve compliance, operational efficiency, employee engagement, and retention.

Payroll

eFinancePlus Payroll is a fully integrated payroll and human resources solution designed specifically for K-12 school districts. The payroll module works in conjunction with Human Resources, Position Control, Benefits Administration, Time & Attendance, Employee Self-Service, and General Ledger to provide a complete employee compensation and workforce management platform.

Payroll

Payroll Processing

eFinancePlus supports comprehensive payroll processing for all employee types, including salaried, hourly, contract, substitute, supplemental, and extra-duty staff. The system manages multiple payroll calendars, bargaining units, pay frequencies, contract pay calculations, overtime, stipends, and retroactive pay adjustments. Payroll transactions are fully integrated with Human Resources, Position Control, Budgeting, and General Ledger functions to ensure accurate labor costing and financial reporting.

Tax Management

eFinancePlus automates payroll tax calculations and compliance reporting at the federal, state, and local levels. The system supports tax withholding administration, W-2 processing, W-2 corrections (W-2C), ACA compliance reporting, retirement reporting, and maintenance of payroll tax history. Automated calculations and reporting tools help districts maintain compliance with changing regulatory requirements while reducing manual effort.

Direct Deposit

eFinancePlus supports direct deposit processing, allowing employees to receive payroll payments electronically. Employee banking information can be securely maintained within the system, and payroll processing workflows generate electronic payment files for participating financial institutions. Through the Employee Access Center (EAC), employees can access payroll information, including pay statements and compensation history, reducing administrative workload and paper-based processes.

Garnishments

eFinancePlus manages a wide range of payroll deductions, including court-ordered garnishments, child support payments, tax levies, retirement contributions, benefit deductions, and voluntary deductions. The system automates deduction calculations, maintains deduction histories, and ensures garnishments are processed consistently within payroll cycles while preserving compliance with applicable regulations.

Leave Tracking

eFinancePlus provides integrated leave management capabilities through its Human Resources, Employee Access Center, and Employee Timesheets functionality. Districts can track employee leave balances, accruals, usage, and requests for various leave types, including sick, vacation, personal, and other District-defined leave categories. Employees can view balances and submit leave requests

electronically, while administrators maintain visibility into leave activity and payroll impacts. Leave data is integrated with payroll processing to ensure accurate compensation and absence reporting.

Additionally, our Absence Management system, **SmartFind Express** (offered at an additional cost), can handle leave for employees needing a substitute, and **TimeClock Plus** can be used to track leave for hourly staff.

Minnesota ERP Clients

Vendor shall provide a complete list of current or former Minnesota ERP clients between July 1, 2019, and May 30, 2026.

- District Name
- Go-Live
- Modules Implemented
- Termination Date (if applicable)

PowerSchool’s customer list, including any termination information, is considered confidential. This policy is based on our desire to respect the privacy and confidentiality of our customers, the restrictions outlined in our PowerSchool Licensed Product and Services Agreement, and applicable state and local laws preventing said disclosures.

PowerSchool recognizes the need for potential customers to have references to reach out to obtain factual information concerning ERP and PowerSchool-related services. Therefore, the required references are included in the submission.”

The following is a list of some Minnesota schools and districts that utilize Allovue, eFinancePlus, or both.

School/District	Student Enrollment
Rochester School District 535	17,149
Edina Public School District 273	8,883
Stillwater School District 834	8,569
Saint Louis Park Independent School District 283	4,320
Lakeville Independent School District 194	12,001
Forest Lake School District 831	5,794
Cambridge-Isanti School District 911	4,821
Richfield School District 280	3,989
Columbia Heights Public Schools Independent School District 13	3,340
Orono Independent School District 278	3,000
Randolph School District 195, unchecked	915
Intermediate School District 917	792

Security

Cybersecurity Incident Disclosure

For each cybersecurity incident **between 7/1/2021 – 5/30/2026**

- Date
- Nature of event
- Impact
- Number of clients affected
- Remediation actions

PowerSchool experienced a security breach to one of its applications. On December 28, 2024, PowerSchool became aware of a cybersecurity incident involving unauthorized exfiltration of personal information from certain PowerSchool Student Information System (SIS) environments through a customer support portal. The incident was contained, and PowerSchool did not experience any operational disruption and continued to provide services as normal to our customers. Moreover, no other PowerSchool application was impacted. Since that incident, PowerSchool has strengthened its security policies and practices.

- **Date:** December 28, 2024 (date of awareness)
- **Nature of Event:** Unauthorized exfiltration of personal information via a customer support portal affecting certain PowerSchool SIS environments
- **Impact:** Contained incident; no operational disruption; services continued as normal; no other PowerSchool applications impacted
- **Number of Clients Affected:** Limited to certain PowerSchool SIS customers; specific details available to authorized parties under NDA
- **Remediation Actions:** Incident contained; security policies and practices strengthened following the event

Additional details regarding disclosed cybersecurity incidents can be made available to authorized parties under appropriate confidentiality protections.

SOC 2 Type II

Current SOC 2 Type II report

- Date of audit
- Auditing organization
- Scope of certification
- Summary of findings

PowerSchool maintains a current SOC 2 Type II report covering the proposed applications and supporting hosting environments:

- **Date of Audit:** July 1, 2024 – June 30, 2025
- **Auditing Organization:** A-LIGN, an independent third-party audit firm accredited to perform SOC 2 examinations
- **Scope of Certification:** Covers the Trust Services Criteria (Security, Availability, and Confidentiality) applicable to the proposed applications and their hosting environments
- **Summary of Findings:** Detailed in the report; PowerSchool addresses any identified observations through its established remediation and continuous improvement processes

PowerSchool has completed fieldwork for the 2026 audit cycle, with the updated SOC 2 Type II report expected to be available in August 2026.

PowerSchool utilizes an online Vendor Security Management Platform (Whistic) to provide customers with access to PowerSchool's security profile, which includes our SOC 2 reports. Access to this online security profile is available to customers upon request. It requires the customer to accept a non-disclosure and confidentiality agreement, as the security collateral contains proprietary and confidential information.

Security Practices

PowerSchool's security program is built on an Information Security Management System (ISMS) certified to ISO/IEC 27001:2022, which governs how security risks are identified, managed, and mitigated across the software development lifecycle.

Secure code review

Code is reviewed through a combination of peer review and automated static application security testing (SAST) integrated into the development pipeline. Secure coding practices are guided by industry standards such as the OWASP Top 10.

Dependency scanning

Software composition analysis (SCA) tools are used to continuously scan third-party libraries and open-source dependencies for known vulnerabilities, with remediation prioritized based on severity.

Vulnerability testing

PowerSchool conducts ongoing static, dynamic, and infrastructure vulnerability scanning across applications and cloud environments, with findings prioritized and remediated under the PowerSchool Common Vulnerability Exposure (PSCVE) Framework and defined SLAs.

Penetration testing

Independent third-party penetration testing is conducted at least annually against PowerSchool's hosted environments and applications. Findings are tracked to remediation through PowerSchool's vulnerability management program.

Infrastructure & Hosting Architecture

Hosting Environment

PowerSchool's proposed solutions are hosted within secure, enterprise-grade cloud environments designed to support scalability, availability, security, and operational resilience. The hosting environment incorporates leading cloud providers, geographically distributed infrastructure, and redundancy measures to support reliable service delivery.

Cloud provider(s)

PowerSchool's proposed solutions are hosted within industry-leading cloud environments, including Microsoft Azure, Amazon Web Services (AWS), and Render (Platform-as-a-Service). These platforms provide secure, scalable, and resilient infrastructure to support application availability, performance, and operational reliability.

Data center locations

PowerSchool utilizes multiple state-of-the-art data center facilities geographically dispersed across the continental United States, ensuring data localization remains within the continental U.S.

Geographic redundancy

The proposed solutions leverage geographically separated infrastructure and secondary locations to support redundancy, resiliency, backup, and disaster recovery objectives. Redundancy capabilities vary by product architecture and hosting platform, but are designed to support service continuity and reduce the impact of localized infrastructure disruptions.

Database Architecture

PowerSchool maintains a resilient database architecture supporting the proposed applications.

Database platform

The proposed applications utilize industry-standard relational and cloud-native database platforms appropriate to each application's design and hosting environment (Azure, AWS, and Render). Databases are hosted within secure, access-controlled cloud environments and managed under PowerSchool's operational and security standards.

Replication strategy

Databases are configured with replication across availability zones within the hosting region to support data durability, redundancy, and failover. Backups are performed on a regular schedule and retained in accordance with PowerSchool's data retention and recovery standards.

High availability design

PowerSchool leverages state-of-the-art data center facilities with multiple layers of redundancy across compute, storage, and network. Virtual systems automatically migrate from failing hardware to healthy hosts, SSD-backed storage is configured to eliminate single points of failure, and internet connectivity is delivered through multiple redundant Tier-1 providers to ensure high availability and low-latency performance.

Backup & Recovery

PowerSchool's vendor-hosted solutions utilize tested backup and recovery processes to support business continuity and operational resilience.

The following processes are regularly tested and validated as part of PowerSchool's business continuity and disaster recovery program, and customers are notified of significant events and recovery status updates.

Backup frequency

Multiple backup and recovery mechanisms are used based on product requirements, including transaction log backups to support point-in-time recovery (PITR) and replicated database backups stored in secondary locations for redundancy.

Retention schedule

- **eFinancePlus:** Daily (30 days), Weekly (4 weeks), Monthly (12 months), Annual (10 years)
- **Talent Management** (Perform, Applicant Tracking, Employee Records, SchoolSpring Job Board): Every 3 days (90 days) with hourly log backups
- **Allovue:** Daily (7 days)

Recovery Point Objective (RPO)

In disaster recovery scenarios, the targeted RPO is up to 24 hours.

Recovery Time Objective (RTO)

In disaster recovery scenarios, the targeted RTO is up to 48 hours to have all customers back online following a declared disaster.

Disaster Recovery

As part of our commitment to ISO 27001 compliance, PowerSchool maintains a comprehensive Business Continuity and Disaster Recovery (BCDR) policy that outlines procedures and processes for recovering services in the event of disruptions to regular business operations. The BCDR policy covers the restoration of personnel, infrastructure, and internal/external dependencies for any event that impacts regular business operations.

PowerSchool's corporate operations are distributed across multiple locations to provide additional redundancy, and Hosting infrastructure operates independently of corporate networks to ensure reliable customer support during disruptions.

DR architecture

PowerSchool leverages a cloud computing environment that stores and replicates system data across multiple geographically distinct data centers within an Availability Zone. Each data center is separated within a metropolitan area and features layered redundancy at the systems, networking, power, and cooling levels to support high-availability infrastructure services.

Failover process

PowerSchool uses extensive automation to enable prompt restoration in the event of a disruption. Hosting systems can be restored in any data center within the Availability Zone using replicated data, and DNS is managed at the perimeter edge to redirect application traffic to an operational data center. In the event of a significant incident, PowerSchool restores services in a secondary location, updates public DNS records, and notifies customers via email with details of the event and targeted recovery time.

Testing schedule

PowerSchool's BCDR procedures and processes are tested annually to validate recovery procedures, confirm operational readiness, and identify opportunities for continuous improvement.

Application Development & Deployment

Source Code Management

PowerSchool maintains a formal source code management program supporting secure development and release of the proposed applications.

Repository platform

PowerSchool uses industry-standard source code management platforms (e.g., Git-based repositories) hosted in secure, access-controlled environments. Repository access is restricted to authorized personnel and governed by role-based permissions and multi-factor authentication.

Ownership

All source code for the proposed applications is owned and maintained by PowerSchool. Source code is treated as proprietary and confidential intellectual property, protected under PowerSchool's information security and access control policies.

Branching strategy

PowerSchool follows a structured branching strategy that separates development, testing, and production code lines. Changes progress through defined environments (e.g., development, QA, staging, production) with required code review, automated testing, and approval gates prior to release

Source Code Escrow

PowerSchool does not offer source code escrows for PowerSchool applications. For its software-as-a-service hosted solutions, PowerSchool offers the customer the right to request and receive data transfer of their customer data in a commonly used format.

Deployment Process

PowerSchool will assign a Project Manager to lead the implementation, maintain regular communication with Edina Public Schools’s project sponsor and project manager, coordinate scope, schedule, risks, and status reporting, and guide project team working sessions for configuration, training, testing, and go-live readiness.

The implementation follows a structured methodology that includes kickoff and planning, configuration and data migration, testing and user acceptance, training, cutover, go-live support, and project closeout. PowerSchool provides project collateral, status updates, session notes, training materials, and a closeout summary to support governance and timely decision-making.

During implementation, PowerSchool and Edina Public Schools will jointly validate requirements, confirm configuration decisions, complete data imports, perform testing and UAT, and obtain customer signoff before launch. Edina Public Schools will identify a project lead, IT/data support, adoption lead, and additional subject matter experts to support decisions and deliverables.

Development/Production environment

PowerSchool establishes and maintains the hosted production environment within secure, access-controlled cloud infrastructure. Production access, configuration changes, integrations, and data loads are governed by role-based permissions, approved deployment procedures, and release readiness controls to protect system integrity and support a stable go-live.

- **Environment setup:** PowerSchool establishes the hosted production environment and completes initial configuration activities required to make the solution available.
- **Configuration:** approved configuration decisions are applied to the environment, including module settings, security roles, workflows, authentication requirements, and applicable integrations or data exchange set-up.
- **Data migration/imports:** PowerSchool and Edina Public Schools coordinate data templates, extracts, imports, validation, and correction cycles to ensure migrated data is accurate and complete before launch.
- **Validation and testing:** PowerSchool conducts the internal review, and Edina Public Schools completes UAT to confirm configured processes, permissions, data, integrations, and reporting operate as expected.
- **Release readiness:** open items, risks, training completion, support procedures, and launch criteria are reviewed before Edina Public Schools provides formal go-live approval.
- **Cutover:** final pre-launch activities are completed, production access is confirmed, final data loads or configuration updates are applied, and users are prepared for launch.
- **Go-live and stabilization:** PowerSchool supports the launch, monitors initial usage and reported issues, and helps resolve questions or defects identified during the stabilization period.

- **Support transition:** after project closeout, Edina Public Schools is transitioned to PowerSchool Support, PowerSchool Community, Customer Success, and standard support channels for ongoing assistance.

Test environment

At this time, PowerSchool does not offer a separate sandbox or non-production environment for testing or training purposes. All configuration review, validation, and training activities are conducted within the production environment using structured, vendor-led guidance and best-practice methodologies to ensure accuracy, security, and readiness for go-live.

Release process

PowerSchool follows a controlled software release process that includes planning, development, code review, quality assurance testing, security validation where applicable, release approval, deployment during approved maintenance windows, and post-release monitoring. Customer-facing updates are communicated through standard release notes or customer notifications as appropriate.

Change Management

PowerSchool maintains a formal change management program governing releases, emergency changes, and rollback procedures across the proposed applications, aligned with PowerSchool's security framework based on ISO 27001:2022.

Release Schedule

Application updates and releases follow a documented release cadence, with planned maintenance windows communicated to customers in advance. Release notes are published for each update to inform customers of new features, enhancements, and fixes.

Emergency Release Process

For urgent issues (e.g., critical security patches or production-impacting defects), PowerSchool follows an expedited change management process that includes impact assessment, approval by authorized change reviewers, testing where feasible, and customer notification as appropriate.

Rollback Procedures

All production changes include documented rollback procedures. In the event a release introduces an unexpected issue, PowerSchool can revert to the prior stable version to restore service, followed by root cause analysis and remediation before redeployment.

Sub-Processors

Current Sub-Processors

• Company Name • Service Provided • Data Shared • Storage Location • Security Certifications
--

PowerSchool maintains a current list of sub-processors used to deliver the proposed applications. The following sub-processors support the solution:

Microsoft Azure

- **Service Provided:** Cloud hosting and infrastructure services
- **Data Shared:** Customer application and operational data processed within hosted environments
- **Storage Location:** U.S.-based Azure regions
- **Security Certifications:** ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3, and others

Amazon Web Services (AWS)

- **Service Provided:** Cloud hosting and infrastructure services
- **Data Shared:** Customer application and operational data processed within hosted environments
- **Storage Location:** U.S.-based AWS regions
- **Security Certifications:** ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3, and others

Snowflake

- **Service Provided:** Cloud data storage and analytics platform
- **Data Shared:** Customer data processed for reporting, analytics, and data warehousing
- **Storage Location:** U.S.-based regions
- **Security Certifications:** ISO 27001, SOC 1/2, PCI DSS, HIPAA

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- **Service Provided:** Platform-as-a-Service (PaaS) hosting for Allovue
- **Data Shared:** Customer application and operational data processed within the hosted environment
- **Storage Location:** U.S.-based regions
- **Security Certifications:** SOC 2 Type II

An up-to-date list of sub-processors, including any additions or changes, is maintained by PowerSchool and made available to customers under the applicable data processing agreement. Customers are notified of material sub-processor changes in accordance with contractual terms.

Requirements/Standards

PowerSchool applies consistent standards to sub-processors supporting the proposed applications, based on PowerSchool's security framework aligned with ISO 27001:2022.

Data transmission methods

Data is transmitted using industry-standard secure protocols (TLS) over authenticated, encrypted channels, including secure APIs for sub-processor data exchange.

Encryption standards

Customer data is encrypted in transit (TLS) and at rest (AES-256 or equivalent) across all proposed applications and supporting sub-processor environments.

Monitoring controls

PowerSchool maintains continuous monitoring, logging, and alerting across its hosted environments. Sub-processors provide independently audited monitoring controls validated through their SOC 2 and ISO 27001 certifications.

Vendor risk management procedures

PowerSchool maintains a formal vendor risk management program that includes security assessments, review of independent audit reports, contractual data protection obligations, and periodic reassessment of sub-processors.

Data Ownership & API Access

Required Features

District shall retain full ownership of all data

All data within the platform remains the property of and is solely owned and controlled by the customer. PowerSchool receives data from its customers and their authorized users, and processes that data on behalf of the customer as a data processor. PowerSchool's processing is strictly controlled by the customer through contractual obligations, including data privacy agreements or privacy impact assessments.

PowerSchool acknowledges that Customer retains full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child's parent/guardian.

Unrestricted access to all District-owned data

Authorized District users have access to District-owned data through the application interfaces and standard reporting tools. Access is governed by role-based permissions configured and managed by the District.

Ability to export data at any time

PowerSchool eFinancePlus provides flexible data export capabilities, allowing authorized users to export financial, payroll, HR, and operational data on demand.

No restrictions on third-party integrations

PowerSchool eFinancePlus is vendor-agnostic and supports integration with third-party applications through flexible data exchange capabilities, allowing districts to work with the solutions that best meet their needs without vendor-imposed restrictions.

Ability for District to grant API access to any third-party vendor*

Supported within the PowerSchool ecosystem. The Talent solutions (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) do not currently provide external API access for integrations with third-party applications.

APIs

API documentation

eFinancePlus includes documentation regarding the internal API's use for the integration between our Talent (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) and eFinancePlus systems.

Rate limits

This is not applicable as the API is used for internal data exchange.

Authentication methods

eFinancePlus internal APIs use OAuth 2.0 authentication with bearer tokens transmitted through HTTPS. Client credentials, scopes, access tokens, and authorization controls are supported to ensure secure access to approved API resources.

Export capabilities

eFinancePlus supports data exports through standard reporting tools, scheduled extracts, flat-file exports, SFTP-based transfers, and integration services. Data can be extracted from finance, payroll, human resources, budgeting, purchasing, and other ERP modules as permitted by security and licensing configurations.

Integrated Time Clock

Integrated Time Clock

PowerSchool eFinancePlus integrates with TimeClock Plus (TCP) to provide a comprehensive time and attendance solution that supports mobile time entry, geofencing, supervisor approvals, payroll integration, and robust reporting capabilities. Approved employee time flows directly into eFinancePlus Payroll, eliminating duplicate entry, improving accuracy, and streamlining payroll processing.

Mobile capabilities

Employees can clock in/out, submit time, and manage attendance through mobile-enabled access.

Geofencing

TCP supports location-based controls to help ensure employees are clocking in from authorized locations.

Supervisor approvals

Configurable workflows route timecards to supervisors for review and approval prior to payroll processing.

Payroll integration

Approved time records integrate directly with eFinancePlus Payroll for accurate wage and leave calculations.

Reporting capabilities

Real-time dashboards and reports provide visibility into attendance, labor costs, leave balances, and workforce trends.

Hardware requirements

TCP supports web browsers, mobile devices, and optional physical time clocks, allowing districts flexibility in deployment.

Implementation Plan

Implementation Management Team

Project Manager (District's primary point of contact)

Every PowerSchool project adheres to the methods of the Project Management Institute. Our implementation approach focuses on achieving the District-defined objectives by delivering quality services that maximize resources effectively and efficiently during planning, development, and implementation. Our comprehensive plan organizes product and project teams to meet various key requirements, including dedicated on- and off-site resources, subject matter expertise, demonstrated technical capability, direct relevant experience and local knowledge, and assistance with managing cultural changes related to the rollout of the new system.

Using lessons learned from previous engagements, our proposed implementation strategy emphasizes bringing the right people together to focus on the real implementation issues, leading them to reach agreements on these issues and taking corrective action to support successful implementation. It also involves preparing and equipping District end users to be effective in the new environment.

Using PowerSchool's best business practices, our structured implementation plan methodology is designed to implement new solutions effectively. PowerSchool Professional Services creates customized plans that identify needs and establish the appropriate training, implementation, support requirements, and timelines. PowerSchool works with Edina Public Schools to select staff to establish an effective training and learning environment. This methodology results in optimal knowledge transfer and assists in developing self-sufficiency, critical elements in successful implementation.

Project Artifacts and the RACI Model

Project artifacts are important drivers for PowerSchool implementations that help drive expected work, communication, and serve as record for completed items. The PowerSchool project manager utilizes the RACI model when determining core responsibility for major deliverables, as well as documenting assigned resources to main components of each work breakdown structure. It is important that, together, we drive out who will contribute and sign off on the component solution design, build, testing results, and other main items within each phase within gates.

PowerSchool will assume responsibility/accountability for most deliverables and activities proposed by Edina Public Schools. We have extensive experience driving SIS implementations to success, and the project will be most successful with Edina Public Schools directly involved to understand, consult, influence, and agree on each as the project moves forward. Our method will work to move the ownership of the deployed solution to Edina Public Schools and much of the success is dependent upon continual direct involvement as well as ownership throughout the project of key identified business owners, stakeholders, and leadership.

PowerSchool would like to negotiate a consulted/assistive role for the following items. Based on our experience implementing PowerSchool, we believe that Edina Public Schools is best served to take responsibility for the work and accountability, or we are noting partial responsible/accountable role.

- **Staffing Plan.** PowerSchool will create a staffing plan for supplied project resources as well as advise Edina Public Schools of suggested roles, responsibilities, and needs. Edina Public Schools will need to complete staffing plans for their own resources.
- **Communication Plan.** PowerSchool will provide communication planning, activities, and artifacts for the PowerSchool deployment project and connected stakeholders. For communication planning to end users and community, Edina Public Schools will assume responsibility and accountability with PowerSchool, providing consulting for information to communicate regarding product features and project status.
- **QA and Testing Plan.** PowerSchool will assume responsibility/accountable for test planning, execution, documentation, and completion approval for PowerSchool built integrations and product tailoring only.
- **Detailed Change Management Plan and Organizational Management Plan.** As part of the PowerSchool implementation, we will work with Edina Public Schools staff to analyze and align processes, identify system issues, and assist with a process plan for moving forward, however, the District should maintain lead involvement throughout this process and lead the organizational change that results from the process.
- **Development Environment.** PowerSchool will be responsible for Product Tailoring/Customization environment only.
- **Functional Unit Testing.** PowerSchool will test all customizations that we develop. Any functional abilities developed by Edina Public Schools staff will be tested by Edina Public Schools staff without PowerSchool accountability.

Project Management Status Reports and Meetings

As part of the PowerSchool management of a project, status reports, both written and via team meetings, will occur. The following describes the PowerSchool status report process:

PowerSchool weekly status reports address important issues affecting Edina Public Schools and provide the information needed to maintain close oversight. Each report will include information on such items as the following:

- Status of tasks in progress as compared to the baseline schedule.
- Unanticipated difficulties and proposed solutions.
- Discussion of unresolved topics.
- Decisions needed from Edina Public Schools.
- Feedback from stakeholders.
- Preparations for upcoming tasks/events.
- Potential impact of specific actions.
- Anticipation of key decisions and issues affecting those decisions.
- Invoicing information, including those scheduled for submission, those previously submitted, and their current status.


Julie Stremski, PMP

Project Manager

Profile

Julie has six plus years' experience in PowerSchool Talent project management and customer success. She is a creative problem solver and team-driven leader with a strong ability to effectively communicate. Julie has experience working in the K-12 education sector, which allows her to understand the complex processes of education and work to create solutions for your needs.

Experience

PowerSchool, Senior Deployment Project Manager

2020 to Present

- Defines the project's scope in collaboration with senior management and sales.
- Creates a detailed work plan identifying deliverables and activities needed to complete the project.
- Develops a timeline for the project that outlines deadlines and resources needed.
- Reviews projects weekly to identify any roadblocks and needed resources.
- Conducts training sessions with clients throughout the project.

PowerSchool, Delivery Consultant

2012 to 2020

Hamilton County Department of Education, Human Resources Generalist

2006 to 2011

Key Skills: Project Planning, Project Management, Customer Satisfaction, Staff Development, Microsoft Office, Strategic Planning, Training, Organizational Development, Leadership, Performance Management, and Recruiting.

Education and Certifications

- **B.A., Liberal Studies**, University of Indianapolis

PowerSchool is providing resumes for key project personnel as a sample of the breadth of knowledge and experience of our team. Please note that depending on the timing of the implementation or other circumstances, PowerSchool may need to replace these members with other suitable candidates. Although these individuals will have primary responsibility for the Edina Public Schools implementation project, additional PowerSchool Team Members may contribute to the implementation process as needed. Replacement of resources will not hinder the progress of the project and will occur in a seamless manner. If required by Edina Public Schools, PowerSchool will provide reasonable rights to approve any replacements or resource changes during contract term.



Michael Schecher, PMP, RMP

Director, Professional Services

Profile

Michael is a detail-oriented professional with extensive experience implementing Talent Management, SIS, and LMS software systems for K-12 school districts. He manages a professional services team that implements PowerSchool software applications with high customer satisfaction.

Experience

PowerSchool, Director of Professional Services

2024 to Present

PowerSchool, Manager of Professional Services, Talent

2020 to 2024

- Manages and leads a Professional Services Team for implementing HR software systems for K-12 clients.
- Interfaces with team members regularly to achieve corporate goals and enhance utilization. Provides coaching and performs quarterly evaluations.
- Provides monthly business summaries to multiple leadership levels and weekly revenue forecasts.

Savvas Learning Company, Customer Success Manager

2017 to 2020

- Worked to ensure customer success for SaaS clients utilizing learning management systems.

Pearson, Portfolio Manager & Senior Project Manager

1999 to 2017

Key Skills: Project Planning, Project Management, Customer Satisfaction, Business Analysis, Process Improvement, Team Management, MS Office Suite, Requirements Analysis, Integration, Visio, Agile Methodologies, Vendor Management, PMO, Software Documentation, Organizational Change Management, Financial Risk Management.

Education and Certifications

- **M.S., Telecommunications**, IONA College
- **B.T., Electrical Engineering Technology**, Farmingdale State College
- **Project Management Professional (PMP)**
- **Risk Management Professional (RMP)**
- **Customer Success Management Certification**
- **PowerSchool Certification**





Anna Kasieta

Manager, Professional Services

Profile

Anna has technical and customer-oriented skills that enable her to deliver training to customers at any level. Her goal is to provide knowledge to provide her customers the ability to be successful when implementing new products. Anna is responsible for managing projects, delivering content, and assisting customers in the setup of their products. She is a professional capable of working independently with little instruction, providing feedback to other full-time and contract trainers, understanding the global impact of customer education, and striving to make product training and professional development a success for the customer.

Experience

PowerSchool, Manager of Professional Services, Talent

April 2026 to Present

- Provide strategic leadership for the Implementation department, including vision, processes, standards, and scalable growth.
- Lead, mentor, and develop Implementation team members while overseeing performance, training, and resource management.
- Ensure operational excellence through budget oversight, policy compliance, product expertise, and effective project execution.
- Serve as a key liaison by communicating department needs, client concerns, and organizational priorities while fostering a positive, solutions-oriented team culture.

PowerSchool, Supervisor, Professional Services

2023 to Present

- Drives team performance, prioritizes product issues, and ensures achievement of performance goals.
- Leads, coaches, develops, and manages employees, including performance management and annual reviews.
- Oversees staffing activities, including hiring and HR-related administrative responsibilities.
- Maintains customer satisfaction by addressing issues and leading regular team meetings and one-on-one sessions.

PowerSchool, Application Specialist

2020 to 2023

- Conducts onsite, remote, and group training events.
- Applies product knowledge and learning delivery methodology to provide high-quality product training services and professional education events.
- Partners with customers to analyze and resolve gaps in the customer practice and product functionality, including recommendations on business policies and strategies where applicable.
- Maintains a high level of knowledge and proficiency on company products, including new product releases and enhancements to existing offerings by working individually, reading available documentation, and interacting with cross-functional peers.
- Contributes to the continuous improvement of procedures and processes with a focus on increasing efficiency, improving quality and client satisfaction, and reducing risk.

Kforce, Application Specialist

2021 to 2023

Infinite Campus, Training Specialist

2014 to 2021

- Implementation Trainer, responsible for implementing multiple districts with over 200,000 students
- Determine District/State Processes and customize training to meet needs of the customer
- Identify State Reporting requirements and adjust training to incorporate those needs
- Training delivery to all staff (Teachers, Administrators, District/State Office Personnel, Counselors, Registrars/clerks)
- Customization of training materials to meet customer needs
- Customer Service and Support of software
- Onsite training, consultation, and support for large districts
- Management of expenses and timely submission
- Training and delivery of product in person and via webinar
- Managed a small group of trainers on large projects (8+ people) to coordinate and execute training in a consistent manner
- Work independently with little or no supervision

Allen County Board of Education, Technology Coordinator

2004 to 2014

Applied Systems, Training Specialist

1998 to 2003

Key Skills: Analytical Skills | Adobe Creative Suite | Business Analysis | Sales Presentations | Professional Services | Project Management Software | Attention to Detail | Data Analysis | Leadership | Team Building | Project Management | Presentation Skills | Training | Microsoft Office | SmartSheet | Salesforce | Jira | Customer Service | Software Documentation | Training Delivery

Education and Certifications

- **University of Phoenix**, Information Technology
- **Lindsey Wilson College**, Business Management




Erik Karlsson

Principal Solution Consultant

Profile

Erik has a strong background in both the educational and technical realms. He has instructed in secondary, university, and corporate classrooms. Erik has been a web programmer and manager of a global corporate intranet for an international mutual fund management organization. His tenure with PowerSchool includes over 10 years of implementation experience. This gives him unique insight into how to help PowerSchool customers succeed with their solution.

Experience

PowerSchool, Implementation consultant

2012 to Present

- Acts as project manager or assists PowerSchool Project Managers in tracking tasks related to PowerSchool projects.
- Works together with teams to identify gaps or opportunities to best solve with their new PowerSchool Unified Talent Solution.
- Trains teams on how to use their software.
- Supports client teams to build their PowerSchool solution to meet their needs.
- Provides support and consulting knowledge as the team brings their system online.

TouchNet Professional Services, Implementation Lead

2007 to 2012

- Project manager, trainer, and implementation lead for higher-ed-focused payment software deployments.
- Worked closely with finance teams to integrate the TouchNet payment solution with the client's Accounts Receivables systems.

AMVESCAP, Intranet Manager

1999 to 2005

Education and Certifications

- **B.A., M.A. Communications**, Stephen F. Austin State University



Justin Bunch

Senior Strategic Solution Consultant

Profile

Justin is an experienced professional in problem-solving, decision-making, and working under deadlines. He functions well as a team player and demonstrates a proven ability to work well independently, as warranted by project goals.

Experience

PowerSchool, Deployment Project Manager

August 2018 to Present

- Plan, manage, and executed the delivery of 20 to 30 projects per quarter
- Provide comprehensive and effective system owner and end-user training
- Customize the implementation process for each client by identifying customer needs and pain points, consulting with them on best practices, providing guidance, and offering solutions relating to their needs.
- Partner and advise customers on the right process and system workflows to optimize the value of the software
- Developed a standard, measurable, and effective implementation process
- Designed, developed, implemented, supported, and tested HR systems
- Troubleshoot, identify, and correct technical issues during implementation process
- Manages internal collaboration to support a seamless delivery of dependable, accurate, timely, and easy-to-use services

PeopleAdmin, Customer Success Consultant

February 2017 to Present

EAI Development Support, Systems Integrator

February 2012 to October 2016

- Webmethods Application – Adapters, Integration Server, MQ, Broker, MWS, Java, SQL Server, Linux, HTTP, Batching, XML, WSDL, Upgrades, SoapUI, SOA, Designer, API's, CVS
- Established integration between Mainframe, Oracle, SQL Server, CRM, EDI, TN, SPA Architecture, External Vendors

- Worked alongside architects for data and architecture designs – Visio Diagrams, SharePoint, Documentation
- Developed web services and API's for internal and external clients

Key Skills: CSS, SQL, Management, LINQ, Java, Web Development, Database Design, Programming, Web Applications, Customer Service, Software Development, Active Directory, Project Management, Education, Team Management, Technical Documentation, Training, Time Management

Education and Certifications

- Centriq, Application Developer in C#.NET Program
- Maranatha Academy
- MidAmerica Nazarene University, Bachelor of Arts in Elementary Education, Athletic Training
- University of Kansas, Masters of Science in Education, Curriculum and Instruction


Ron Veech

Application Specialist

Profile

Ron has more than 20 years of business experience working for Fidelity Investments, Citi Bank, and Sprint. He offers an effective combination of technical and tactical skills, which allows him to take complex technical concepts and make them understandable to everyday people. He excels at being a problem solver. Ron is responsible for delivering creative educational solutions for complex district and school needs. He is a professional capable of working independently with little instruction, providing feedback to other full-time and contract trainers, understanding the global impact of customer education, and striving to make product training and professional development a success.

Experience

PowerSchool, Senior Deployment Project Manager / Application Specialist / Trainer

2012 to Present

- Conducts onsite, remote, and group training events.
- Applies product knowledge and learning delivery methodology to provide high-quality product training services and professional education events.
- Partners with customers to analyze and resolve gaps in the customer practice and product functionality, including recommendations on business policies and strategies where applicable.
- Maintains a high level of knowledge and proficiency on company products, including new product releases and enhancements to existing offerings by working individually, reading available documentation, and interacting with cross-functional peers.
- Contributes to the continuous improvement of procedures and processes with a focus on increasing efficiency, improving quality and client satisfaction, and reducing risk.

Education and Certifications

- **B.A. Communications**, Western Kentucky University
- SmartFind Express Certified Solutions Associate
- Total Quality Improvement Certification

Number of Minnesota-based support staff

While PowerSchool's proposed implementation team is not physically located in Minnesota, Edina Public Schools will benefit from a dedicated team of experienced ERP implementation, training, and support professionals located across the United States. Our distributed service model enables us to assign the most qualified resources to each project regardless of geography, providing access to specialized expertise that would not be limited by regional staffing availability.

PowerSchool successfully supports school districts and educational organizations throughout the United States through a combination of dedicated project management, remote collaboration tools, and structured implementation methodologies. Team members regularly work with districts across multiple states and are experienced in adapting to state-specific requirements, regulatory considerations, and local business practices. In addition, Edina Public Schools will have access to PowerSchool's broader organization of more than 1,000 Support, Services, and Customer Success professionals, ensuring continuity of service, escalation support, and subject matter expertise throughout the implementation and ongoing support lifecycle. When onsite engagement is required for project milestones, training, executive meetings, or critical issues, PowerSchool can provide in-person support and resources as needed.

This approach allows Edina Public Schools to receive consistent, responsive support from a highly experienced team while leveraging the depth and scalability of PowerSchool's national service organization.

Number of ERP-dedicated support staff

There would be approximately six individuals working on the Edina Public Schools ERP implementation. These highly experienced resources are backed by PowerSchool's organization of more than 1,000 Support, Services, and Customer Success professionals, with onsite support available when needed.

Implementation Plan

Data Migration Strategy

PowerSchool and Edina Public Schools coordinate data templates, extracts, imports, validation, and correction cycles to ensure migrated data is accurate and complete before launch.

Testing Strategy/Plan

PowerSchool conducts an internal review, and Edina Public Schools completes UAT to confirm configured processes, permissions, data, integrations, and reporting operate as expected.

Cutover Plan

Final pre-launch activities are completed, production access is confirmed, final data loads or configuration updates are applied, and users are prepared for launch.

Post-Implementation Plan

Changes to contacts for support

PowerSchool utilizes a team-based support model to provide scalable, consistent, and responsive service across our customer base. As a result, customers are not assigned a dedicated Technical Support representative. However, if Edina Public Schools would like to work with a different support contact or has concerns regarding their support experience, they may submit the request through their Customer Success Manager (CSM). The CSM will partner with the Technical Support organization to review the request and coordinate an appropriate path forward to ensure continued support success and customer satisfaction.

Process to report bugs

Authorized technical contacts can report bugs or other issues directly to our PowerSchool support team. The support representatives will investigate, troubleshoot, and document the problem for our engineers to resolve. Engineering will resolve the issue and merge the fix into a future production release. All releases undergo extensive testing to ensure compliance with functional, performance, and security testing. Upon successful completion of these tests, fixes are deployed to production environments.

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through the Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

Process to request training

PowerSchool Talent Managed Services deliver continuous, proactive support centered on optimization, expert guidance, and long-term improvement. In contrast, Support Services are reactive in nature, engaging when issues arise or systems are not operating as expected. Post-deployment services, including Talent Managed Services and Support, can be delivered remotely to provide timely access to PowerSchool resources without requiring onsite presence.

Ongoing Support

Support Staffing

Number of support personnel

With a growing team of over 1,000 Support, Services and Customer Success team members, PowerSchool is fully committed to meeting the full Services needs of Edina Public Schools. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school districts, and their schools. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Benefits Include:

- **Knowledgeable Representatives.** Representatives who are familiar with Minnesota requirements and educational processes.
- **Extensive Online Community.** Our interactive online community offering resources, forums, and knowledge articles for all stakeholders, including parents.
- **Dedicated Customer Success Manager (CSM).** Dynamic account management for our award-winning K-12 software. Your CSM works in partnership with you to support your PowerSchool journey, serves as an advocate, provides knowledgeable, streamlined access to all aspects of PowerSchool, ensures feedback is timely and responsive, and helps develop strategies and best practices around the use of PowerSchool to help you achieve your strategic goals.
- **Exclusive Product Adoption Team.** An adoption team dedicated to your ongoing success through enhancing product adoption amongst end users.
- **Customer Advisory Groups.** Local, interactive groups where Edina Public Schools would have a voice in the greater community as well as future product enhancements.
- **Parent and Student Support.** With PowerSchool, even parents and students have access to support when they need it.

Support representatives approach each caller as an individual with specific needs and concerns while addressing each call thoughtfully and efficiently. Users can access support through a variety of convenient avenues, including:

- **PowerSchool Assistant.** PowerSchool's AI-powered support assistant specializes in providing fast and accurate answers to common questions, utilizing the combined knowledge available in PowerSchool's product documentation and our Support Knowledge Base.
- **PowerSchool Live Chat.** Prompt assistance is available from trained, knowledgeable Support representatives.
- **PowerSchool Case Portal.** Customers can send cases to the PowerSchool Support team for assistance. This online portal allows your designated Technical Contacts to not only view and track current cases, but also view historic cases for future reference.
- **PowerSchool Phone Support.** PowerSchool Phone Support is available to our customers for getting immediate assistance on P0/P1 issues (System outage or critical product issues).

Number of Minnesota-based support staff

PowerSchool has three Minnesota-based support personnel and leverages a broader distributed support organization to provide scalable coverage, specialized expertise, and service continuity. Customers benefit from both local knowledge and the depth of a larger support organization.

Number of ERP-dedicated support staff

PowerSchool provides support for Allovue and eFinance Plus through a team of professionals with expertise in these solutions. Support resources are aligned based on customer demand, case complexity, and service commitments, enabling access to the appropriate expertise while maintaining scalable coverage and service continuity.

Support Performance Metrics

Average response time

PowerSchool will make commercially reasonable efforts to ensure submitted cases are assigned the proper priority level. “Response Time” is the time it takes before a support agent makes initial contact with the individual who submitted the case. Except for Priority 0 cases, response times are calculated within Standard Support Hours.

Severity	Targeted Response Time
Priority 0 (Urgent)	1 business hour
Priority 1 (Critical, must have)	4 business hours
Priority 2 (Must have, not critical)	8 business hours
Priority 3 (Nice to have)	2 business days

Average resolution time

PowerSchool agrees to provide prompt service for all requests. We will work with Edina Public Schools to promptly meet your support needs. Our world-class, professional Technical Support team provides expert advice on best practices, assistance with technical issues, and help with your solution.

With respect to software maintenance and technical support service level performance, PowerSchool has historical trends used to inform our performance and establish hiring needs. These trends include:

- Customer Satisfaction levels have exceeded 95% based on customer surveys. Average speed to answer has historically been three minutes or less.
- 70% of phone calls answered within 40 seconds of customer making the correct IVR selections.
- 80% of chats answered within 40 seconds once received in the chat queue.

- Response times will vary based on call load and time of the school year. PowerSchool’s targeted case response times during Support Business Hours are listed below.
- Customers preferring to interact via email will typically receive a response within four business hours during non-peak season and within 12 business hours during the peak back-to-school season.

Support Type	Average Response Time
PowerSchool Assistant (Automated Self-Service)	Immediate
Chat Support During Business Hours	Less than 2 minutes
Telephone Support for Reporting Urgent or Critical Issues During Business Hours	Less than 10 minutes
Support Portal Submitted Case	Less than 1 business day

Escalation process

1. Escalation Path

If Edina Public Schools’s Administrators are unable to resolve an issue, please utilize the PowerSchool Chat feature or access PowerSchool’s Case Portal to create a ticket. Upon case creation, a Tier 1 Technical Support Specialist will evaluate the incident, set its level of priority, and work to resolve the issue utilizing available tools, the knowledge base, and system access as applicable. During this phase, the Tier 1 Technical Support Specialist may ask for additional information.

If the Tier 1 Technical Support Specialist determines that the issue requires deeper technical triage such as the ability to check logs, a Support Engineer will gather all the required information, document it in the case file, and escalate to the Tier 2 Senior Technical Support Team for resolution. If the Tier 2 Senior Technical Support Specialist cannot resolve the issue, the issue may be escalated to the Tier 3 Support Engineering Team or directly to Product Development, depending on the product line and type of issue identified.

If Tier 3 personnel are not available and the Tier 2 personnel are unable to resolve the issue, they will work with Product Development directly.

2. Escalation Tiers and Support Process

PowerSchool has the following Escalation Procedures for issue resolution:

- Tier 0 Technical Support serves as the first level of support and consists of dedicated contact(s) at each school, district, or agency. They have access to the PowerSchool knowledge base, community forums, and Case Portal.
- The Tier 1 Application Support Team performs the initial investigation for all inbound technical support requests. PowerSchool fully trains the Tier 1 team to diagnose and resolve most issues; however, if they are unable to provide a resolution, they will escalate to a Tier 2 Senior Technical Support Specialist.
- Tier 2 Senior Application Support are subject matter experts who specialize in specific areas of the applications, allowing each Technical Support Specialist to obtain a deeper level of knowledge within their area of expertise. If the Tier 2 Senior Technical Support Specialist cannot resolve the issue, the issue may be escalated to the Tier 3 Support Engineering Team or directly to Product Development, depending on the product line and type of issue identified.

- Tier 3 Engineering Support members are subject matter experts and work closely with our Product Development organization to understand and diagnose the most complex issues.

If Tier 3 personnel are not available and the Tier 2 personnel are unable to resolve the issue, they will work with Product Development directly.

SLA commitments

As part of our Service Level Agreement, PowerSchool Cloud operations address the structure and practices of providing and maintaining the underlying infrastructure components of systems hosted by PowerSchool. Regarding PowerSchool Cloud service levels, PowerSchool has historical trends that are used to inform our customers regarding PowerSchool Cloud service level performance. These trends include the following:

- All systems reside in secure facilities committed to meeting or exceeding Uptime Institute Tier III standards.
- All systems within our PowerSchool Cloud environment(s) are fully redundant.
- All systems are protected against malicious activities and unauthorized intrusion attempts.
- Infrastructure, security, and PowerSchool platforms are monitored 24x7x365.
- All systems incorporate multiple backup policies with a targeted Recovery Point Objective (RPO) of up to 24 hours.
- PowerSchool Cloud targeted server uptime is 99.9%. This does not include downtime for hardware or software maintenance.
- In catastrophic Disaster Recovery scenarios, systems can be restored in secondary data center facilities with a targeted Recovery Time Objective (RTO) of up to 48 hours.
- All processes and procedures are in compliance with ISO/IEC 27001:2013 standards.
- Additional information related to our PowerSchool Service Level Agreement is made available to our customers upon contract award.

For more information, please refer to the attachment entitled [Service Level Agreement](#) located in the Appendix section of the response.

Onsite Support

Provide onsite support

Onsite support is available as an optional engagement approach for customers that request in-person services. Onsite activities may include kickoff, discovery, configuration workshops, training, go-live support, or stabilization, subject to project scope, scheduling, resource availability, travel requirements, and mutually agreed-upon implementation needs.

Conduct training

PowerSchool successfully delivers implementation, configuration, training, testing support, go-live readiness, and stabilization services remotely through a structured, collaborative delivery model. This approach provides timely access to PowerSchool project resources, subject matter experts, training materials, and working sessions without requiring onsite presence, while supporting efficient scheduling, consistent participation, and successful implementation outcomes.

Assist with major incidents

Authorized technical contacts can report bugs or other issues directly to our PowerSchool support team. The support representatives will investigate, troubleshoot, and document the problem for our engineers to resolve. Engineering will resolve the issue and merge the fix into a future production release. All releases undergo extensive testing to ensure compliance with functional, performance, and security testing. Upon successful completion of these tests, fixes are deployed to production environments.

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through the Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

PowerSchool supports major incidents during implementation through defined project governance, escalation, and support processes. The assigned Project Manager coordinates issue triage, severity assessment, escalation to appropriate PowerSchool technical, product, support, or leadership resources, and ongoing communication with the customer until resolution. Major incidents are tracked through project status reporting and risk/issue management processes, with mitigation actions, ownership, and timelines documented to support timely resolution and implementation continuity.

Support Platform

Customer portal

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

PowerSchool will provide confirmation to the Customer Technical Contact that the Support Service request was received and registered by PowerSchool and will provide updates throughout the process.

Within the Customer Case Support Portal, designated Customer Technical Contact(s) can check for updates, log comments in the case, communicate changes, solicit updates, etc. Customer Technical Contact(s) can review information for both Open and Resolved Cases within PowerSchool's Customer Case Support Portal.

Additionally, the PowerSchool Hosting environment has an online portal to view the real-time operational status of the environment. The online portal provides details of any outages, including their resolution, as well as information on scheduled maintenance windows. District administrative personnel can also subscribe to email notifications when PowerSchool schedules a maintenance window or creates, updates, or resolves an incident.

Ticketing system

PowerSchool Technical Support provides a user-friendly ticketing experience through its Customer Central Portal, enabling designated customer technical users and school staff to submit, track, and manage cases via self-service resources, live chat, and phone support during published hours, with 24/7 coverage for Priority 0/1 incidents. Support operations are designed to be secure, scalable, and consistent, with structured case management through Named Technical Contacts. Incidents are prioritized and managed in alignment with defined SLAs, with response targets based on priority level. We manage our workforce dynamically, ensuring we are always staffed to comfortably handle incoming volumes and consistently hit our SLA commitments.

Knowledge base

Online Help

PowerSchool Help is available for all users online at any time. Online help is configurable to include District-specific processes, policies, and procedures. Task guides and breakdowns, videos, and short Mastery-in-Minutes are a few methods available through the Help link in all portals and pages.

PowerSchool Customer Central

PowerSchool Central is PowerSchool's online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12. Unlike traditional websites allowing users to receive information, PowerSchool Community allows all users to access, participate, and contribute to the worldwide PowerSchool Community.

- **An Expansive Knowledgebase.** Quickly search for more than 22,000 articles and documents.
- **Forums.** Connect and collaborate with over 300,000 members in more than 30,000 discussions to learn best practices from peers.
- **Ideas Portal.** Submit and vote on product enhancement requests.
- **Road Map.** See updates on the latest and upcoming releases.
- **Events.** Easily access our event calendar and sign up for office hours and webinars.
- **Support.** Access our live chat and case portal to easily engage with technical support.
- **PowerSchool Community Exchange.** An area for sharing reports, transcripts, custom pages, and more with other PowerSchool users at no cost.

- **Training Documentation.** PowerSchool will provide you with all available systems and training documentation as part of the overall implementation. In addition, further system and training information, quick references, tutorials, videos, customer webinars, and office hours, are available through PowerSchool Community.

Service status monitoring

PowerSchool Customer Connect Portal is a personalized, contextual, frictionless, and connected experience for our customers. Account information is contained within the PowerSchool Customer Central Portal. To access this new feature, users log into PowerSchool Customer Central Portal and navigate to Customer Connect. The Support tab features information specific to your account, including:

- Support Contact information
- Your Customer Success Manager and Account Sales Manager Contact Information
- Support Customer Satisfaction Survey results
- Support details by product
- Technical Contact Management

In our current version, we have implemented the Support and Services tabs, which include account and support information, a way to manage technical contacts, and a way to review ongoing projects in Services. An account filter allows you to see and manage account-specific information. The Account field will prepopulate. If you are a Technical Contact for only one account, no additional selections are needed. If you are a Technical Contact on multiple accounts, you can select another account. When an account is selected, the information on the page will update.

The Support Tab provides the following information:

- **Your School's Purchased PowerSchool Products:** We have included an area where you can find the status and case information for each product purchased by your organization.
- **Where are we in the journey:** You will see a status of Support if your organization has at least one (1) support case for the product. If they do not have support cases for that product, you will see a status of Services.
- **Total Cases in the Last 24 Months:** The total number of support cases submitted for that product within the last 24 months.
- **Current Open Cases:** The total number of cases within the last 24 months that have an open status.
- **Most recent open case creation date:** The date the most recent case with an open status was created.

In this section, we have provided the following documents:

- Keeping Your Data Secure
- Service Level Agreement
- Statement of Understanding
- Sample Contract/Main Services Agreement

Keeping Your Data Secure

Security is foundational to serving K-12 education, and PowerSchool takes the responsibility of protecting student, family, and educator data seriously. We uphold the highest standards of cybersecurity so our customers can stay focused on student outcomes.

We comply with all relevant state, provincial, and federal regulations. Beyond compliance, we independently verify our security practices through rigorous third-party audits aligned with internationally recognized standards. PowerSchool has earned top-tier security certifications, including:



ISO 27001:2022 Certification

Demonstrates a globally recognized commitment to protecting sensitive student and district data through rigorous information security controls.



SOC 2 Compliance

Validates that systems and processes meet strict standards for security, availability, and confidentiality—giving districts confidence their data is handled responsibly.



1EdTech TrustEd App

Signals trusted interoperability, data privacy, and security practices that help schools adopt technology with confidence and reduced risk.

- We also collaborate with leading organizations to strengthen industry-wide security practices. We:
- Partnered with CoSN on the K-12 Community Vendor Assessment Tool (K-12CVAT)
- Are an active member of the 1EdTech Consortium, promoting interoperability and data privacy

Our products are also certified as **TrustEd Apps** by 1EdTech, meeting their rigorous data and privacy standards. Customers can trust that their data is protected by robust, transparent, and continuously evolving security measures.



Culture

We foster a culture of shared accountability across every team, firmly rooted in our moral and **ethical obligation** to protect the communities we serve.



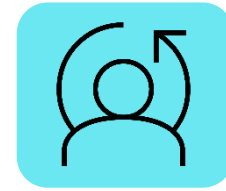
Validation

We undertake annual **third-party audits** to confirm our security measures meet or exceed industry-defined standards.



Posture

We invest heavily in security technologies like infrastructure security, threat detection, and access controls, to **remain ahead of evolving threats**.



Collaboration

We **work alongside industry partners**, organizations, and policymakers to advance cybersecurity for all.

When schools and districts choose PowerSchool, they're choosing a partner that prioritizes safety through five essential layers of protection:



Robust Encryption. All data, whether stored or in transit, is protected using advanced encryption protocols. This ensures that student and staff information remains secure from unauthorized access at every step.



Multi-Factor Authentication (MFA). Just like in the financial sector, PowerSchool solutions support MFA to add an extra layer of security. Users must verify their identity with a password and a unique code, helping prevent breaches even if credentials are compromised.



Regular Security Updates. Cyber threats evolve quickly, and so do we. PowerSchool delivers frequent updates to address emerging vulnerabilities, demonstrating our ongoing commitment to a secure digital learning environment.



User Access Controls. Our platforms offer customizable access settings, so administrators can ensure that only authorized personnel, like IT staff or finance officers, can view or manage sensitive data. This role-based access helps minimize risk and maintain compliance.



Data Backup and Disaster Recovery. PowerSchool provides automated, cloud-based backups and a comprehensive disaster recovery plan. In the event of a system failure or cyberattack, districts can quickly restore critical data and keep operations running smoothly.

Service Level Agreement

PowerSchool has provided the Service Level Agreement following this page.



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:

31 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).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool’s 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

41 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).

42 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: • 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 • For Connected Intelligence product only: data replication failures, partial data replication, data latency issues and network disruption that are unresolved for more than 4 hours	4 Business Hours
P2	Use this priority when the applicable Subscription Service is fully operational but is experiencing: • a display issue (e.g., a page not rendering correctly causing functionality issues) • a non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal • account management needs • suspected development escalation ticket • For Connected Intelligence product only: data replication failures or partial data replication issues that are unresolved for less than 4 hours	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: • display issues, such as a page not rendering correctly - however functionality still exists. • a non-production server/system • a misspelled word on a PowerSchool page • other issues not impeding successful use of Customer's production instance • For Connected Intelligence product only: Customer request(s) for changes to configuration	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;
- 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;
- building of reports via APEX or Enterprise Reporting;
- no code level support for application programming interface (API) / APEX API web developments/ single sign on (SSO) (SAML);
- SQL statements not provided by the applicable PowerSchool Software development organization;
- network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer's local network environment;
- User activity that adversely impacts application data, except for performing full database restore operations when requested;
- the performance impact of Customer's third-party application access to hosted application data;
- support for Third-Party Software and third-party applications; or
- 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 52 (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: (Total

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

"**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):

- Scheduled Maintenance,
- scheduled Downtime,
- Emergency Maintenance,
- Performance degradation pursuant to Section 5.3 (Performance Degradation),
- unavailability as a result of Customer's development and use of nonstandard operational reports,
- 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.

Statement of Understanding

PowerSchool has provided the Statement of Understanding following this page.

STATEMENT OF UNDERSTANDING

PowerSchool Group, LLC ("**PowerSchool**") hereby responds to the Request for Proposal/Information dated 6/25/2026 entitled Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) platform ("**Customer RFP**"). PowerSchool's responses to the Customer RFP have been prepared in accordance with PowerSchool's understanding of the requirements of the Independent School District No. 273 Edina Public Schools ("**Customer**") based on the information provided in the Customer RFP.

As Customer and PowerSchool have an existing contractual relationship, PowerSchool is confident that a similar agreement can be reached between the parties with limited additional negotiations and proposes any agreement resulting from Customer RFP be based on the existing terms between the parties. PowerSchool has every confidence that in the instant case, in the event negotiation is necessary, all terms and conditions can be quickly negotiated to the satisfaction of both parties.

PowerSchool agrees to attach its Response to Customer RFP for reference; however, PowerSchool requests the opportunity to negotiate any final terms, to the extent they differ from the terms governing the existing relationship between the Parties. This RFP response is included in order to comply with the RFP submission requirements and is subject at all times to this Statement of Understanding and successful negotiation of terms upon award.

This proposal contains confidential information of PowerSchool, which is not generally available to the public and disclosure would cause substantial harm to PowerSchool. **In consideration of receipt of this response document, Customer agrees not to reproduce or make this confidential information available in any manner to persons outside the group directly responsible for the evaluation of its contents or as otherwise required or allowed by law.**

All information contained in this proposal represents PowerSchool's best estimates. PowerSchool submits this proposal based on the understanding and condition that the Customer and PowerSchool will have the opportunity to mutually discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities allocation, assumptions, and definitive contract terms (including legal terms and conditions) applicable to the services described in this RFP prior to finalizing the agreement between the parties.

PowerSchool is providing unique software products and services to the Customer, and as such, PowerSchool proposes that any resulting agreement entered into for said products and services should be governed by the terms and conditions of PowerSchool's Main Services Agreement (the "**PowerSchool Agreement**") which is included in this response to the Customer RFP and can also be found at: https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/2024_PowerSchool_MSA.pdf, as well as with any accompanying schedules and policies applicable to the offering under which PowerSchool proposes to do business with Customer. PowerSchool's Data Privacy Agreement for Customer's state can be found at https://www.powerschool.com/Customer-State-DPA_2024/. In the event there is not a state-specific DPA, PowerSchool's standard DPA is included with this Response. Except as otherwise expressly provided in a final, definitive written agreement by and between the parties, any other terms or conditions, whether express or implied, including, without limitation to, the terms and conditions provided in the Customer RFP, PowerSchool's response thereto, or any other written or oral communications, are specifically rejected by PowerSchool.

Please note that the PowerSchool Agreement has been drafted specifically for use with PowerSchool products and services, and it is therefore better suited to operate as the Customer's agreement with PowerSchool, rather than the Customer's standard agreement. PowerSchool is willing to entertain reasonable modifications to the PowerSchool Agreement after discussions and negotiation with Customer.

In addition to the PowerSchool Agreement, and without limiting its right to negotiate other provisions to which PowerSchool takes exception, PowerSchool specifically addresses the following terms:

PowerSchool's Main Services Agreement and Statement of Understanding, included in this Proposal, set forth PowerSchool's standard terms and conditions. PowerSchool proposes that Customer consider the terms set forth in the Statement of Understanding and Main Services Agreement as proposed terms for any applicable agreement(s) pursuant to Customer RFP. Terms in the Customer's conditions that conflict or are inconsistent with the PowerSchool Main Services Agreement are deemed to be exceptions under this Proposal.

- i) Indemnification and Limitation of Liability. PowerSchool requires limiting the indemnification to the extent that losses and/or damages incurred by the Customer are caused by a third-party claim that PowerSchool has infringed upon the intellectual property of another in providing PowerSchool's products or services to the Customer, as this is typically the primary concern for most of PowerSchool's customers utilizing PowerSchool's products and services. PowerSchool requires limiting liability for both parties to i) exclude consequential damages and ii) a dollar amount equal to 12-months of assessed fees for most circumstances involving direct damages. Additionally, the PowerSchool Agreement more fully sets forth PowerSchool's proposed Limitation of Liability and Indemnification terms. Remedies for breach shall be subject to the limitation of liability clause and other applicable provisions of the PowerSchool Agreement. PowerSchool reserves the right to recover losses resulting from any delay, amendment, modification, breach, or termination of the Agreement by the Customer, and as such, Customer may not limit its ultimate liability under the Agreement.
- ii) Cybersecurity. PowerSchool has an extensive set of security controls aligned to our ISO 27001:2013 compliance to prevent unauthorized intrusion attempts and unauthorized access to the infrastructure under the direct control of PowerSchool, which includes the PowerSchool Hosting environment. PowerSchool also has a dedicated Security Operations Center (SOC) that provides 24x7 monitoring of security operations and incidents. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard. Please note that PowerSchool does not permit Customer security audits. Please note that PowerSchool does not permit inspection of its facilities and/or data centers in connection with Customer RFP or applicable agreement(s) resulting from Customer RFP.
- iii) Software Design. PowerSchool incorporates levels of quality control in software design that are in accordance with good industry practice. Please refer to the PowerSchool Main Services Agreement for information regarding the obligations, rights, and remedies of the parties with respect to the software and services proposed by PowerSchool and the performance of PowerSchool's obligations.
- iv) Completion Date(s). The dates on which the proposed services will be completed depend, in part, upon completion of certain tasks by Customer's employees and the cooperation of Customer and its employees with PowerSchool in the tasks to be performed by PowerSchool in order to successfully complete the services. Given that such variables are beyond PowerSchool's control, PowerSchool cannot guarantee a date for completion of the services.
- v) Pricing. PowerSchool does not guarantee that pricing offered to Customer will match pricing for any other PowerSchool customers or potential customers. Additionally, please note that PowerSchool does not typically agree to "most favored nation" pricing policies or cooperative purchasing options. The prices proposed are effective for the duration stated in the Quote document included with the submission and/or other applicable terms submitted in the response to Customer RFP. PowerSchool licenses and subscriptions are billed annually in advance. PowerSchool is willing to discuss and review a payment schedule that is mutually agreeable at the time of contract negotiation.
- vi) Early Termination. PowerSchool's products and services are based on a model that works best when utilized throughout the entire year, and as a result, **PowerSchool does not agree to allow the Customer to terminate this agreement for any reason at any time (including, but not limited to, termination for convenience) except as required by law.** Notwithstanding the foregoing, PowerSchool may agree to allow Customer to terminate the agreement for non-appropriation of funds at the annual anniversary of its contract effective date, even if during a multi-year contract. PowerSchool agrees that Customer may terminate any contract for cause, provided a 30-day cure period is given.

- vii) **Debarment.** To the best of PowerSchool's knowledge or belief as of the date of this submission, PowerSchool is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency or any other applicable agency.
- viii) **Litigation.** From time to time, PowerSchool is involved in disputes, litigation, and other legal actions. PowerSchool does not publicly discuss confidential legal matters.
- ix) **Assignment.** PowerSchool reserves the right to assign, transfer, convey, or otherwise dispose of any resulting Agreement or its rights, title or interest in the Agreement without the Customer's prior written consent in the event of a sale, merger, acquisition or transfer of control of all or substantially all assets related to the Agreement to ensure that PowerSchool can comply with any and all potential confidentiality terms and/or conditions set forth in said conveyance of PowerSchool.
- x) **Quote.** PowerSchool requires applicable quote(s) and the PowerSchool Agreement be incorporated into any final agreement between PowerSchool and Customer.
- xi) **Background Checks.** PowerSchool conducts criminal background checks of all new employees as part of the hiring process. However, PowerSchool products and services are primarily provided remotely, and employees do not typically work directly on school sites while performing services or have contact with students. Should the performance of services under the Customer RFP require PowerSchool personnel to work directly on school sites or have direct contact with students, PowerSchool requests to discuss Customer's contractor background verification requirement(s) at that time.
- xii) **Personnel.** PowerSchool reserves the right to engage personnel on a contractor basis and may sometimes engage third parties to provide services to PowerSchool's customers as subcontractors to PowerSchool. In all circumstances where PowerSchool subcontracts services, PowerSchool will be responsible for such subcontractors. PowerSchool leverages resources from amongst PowerSchool global teams for product development, implementation, customer support and product maintenance. We deploy various technologies to ensure data in our US data centers is not accessed outside the United States.
- xiii) **Insurance.** Please note that PowerSchool maintains a comprehensive insurance program and can generally meet the listed requirements. However, certain aspects of the insurance clause may need to be negotiated as part of the final contract. For example, PowerSchool's insurance providers will not agree to provide notice of policy cancellations.
- xiv) **Applicable Laws.** PowerSchool agrees to comply with applicable laws and regulations. To the extent there is a conflict between two or more laws, PowerSchool will determine the most appropriate course of action. PowerSchool is committed to the principle of equal employment opportunity for all persons and has incorporated such commitment into its corporate policies and daily operations.
- xv) **Record Retention.** PowerSchool shall retain all contracts, invoices and statements relating to this agreement for the term specified. However, except as otherwise required by law, only the customer may review contracts, invoices, and statements.
- xvi) **Proprietary Information.** Please note that PowerSchool does not provide proprietary, trade secret or confidential security information regarding its processes or security measures as part of Customer's review of contracts, invoices and statements. PowerSchool's customer list, including any termination information, is considered confidential information. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Agreement, as well as applicable state and local laws preventing said disclosures.

PowerSchool's Main Services Agreement and Statement of Understanding, included in this Proposal, set forth PowerSchool's standard terms and conditions. PowerSchool proposes that Customer consider the terms set forth in the Statement of Understanding and Main Services Agreement as proposed terms for any applicable agreement(s) pursuant to Customer RFP. Terms in the Customer's conditions that conflict or are inconsistent with the PowerSchool Main Services Agreement are deemed to be exceptions under this Proposal.

- xvii) Future Functionality. Please note that references by PowerSchool to enhancements, improvements, new releases, and other functional or technical items that are not available for general release as of the date of this proposal (“**Future Functionality**”) are not a commitment by PowerSchool to deliver any specific material, code, or functionality. Customer should not rely upon these types of statements in making purchasing decisions. The development, release, and timing of any PowerSchool feature or functionality described for PowerSchool's products remains at the sole discretion of PowerSchool and is subject to change. Accordingly, PowerSchool does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality. Any Future Functionality disclosed here is for informational purposes only and may not be incorporated into any contract. PowerSchool does not offer source code escrows for PowerSchool applications. For its software-as-a-service hosted solutions, PowerSchool offers customer the right to request and receive data transfer of their customer data in a commonly used format.
- xviii) Intellectual Property. Please note that PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights (as defined in the PowerSchool Agreement), in and to the PowerSchool Product(s), Services, and Documentation, including any derivative works thereof. If PowerSchool modifies any intellectual property for a customer-specific need, or develops any additional materials, methods, processes, concepts or ideas (“Modifications”) with respect to its products in the course of performance of the contract for the Customer, then all intellectual property rights in such Modifications will be owned by PowerSchool. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s), Services or Documentation, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith. Additional product-specific terms may apply to PowerSchool products containing artificial intelligence capabilities.
- xix) Warranty. Subject to the terms of the PowerSchool Agreement, PowerSchool will warrant that applicable PowerSchool products will operate in substantial conformity with applicable documentation under normal use and circumstances. The PowerSchool Agreement includes complete standard warranty terms. PowerSchool disclaims any warranties or guarantees not expressly granted in the PowerSchool Agreement or the resulting agreement by and between PowerSchool and Customer (if applicable) as mutually agreed upon at that time.
- xx) Transition Services. Please note that if the agreement with PowerSchool is terminated prematurely due to a force majeure event or other termination right, PowerSchool will be willing, for a fee, to formulate a plan for PowerSchool's provision of transitional services in connection with a disengagement for Customer's benefit. Each party's contractual obligations to the other regarding disengagement services will be expressly set out in the agreement and negotiated in good faith by the parties. However, except as expressly agreed in writing by PowerSchool, PowerSchool will not provide disengagement services in the event of termination for Customer's breach or to permit any competitor of PowerSchool, in connection with such transition, to have access to PowerSchool's software or other confidential or proprietary information.
- xxi) Language. While PowerSchool may agree to provide language translations for Customer's convenience, the English version shall prevail in the event of any discrepancy, ambiguity, or conflict between the translated text and the original English version.

Sample Contract/Main Services Agreement

PowerSchool has provided the Sample Contract/Main Services Agreement following this page.



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 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.

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 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

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



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 set forth at https://www.powerschool.com/Professional-Services-Policy_2024/, which is incorporated herein 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.

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/, 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 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.



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:

31 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).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool’s 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

41 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).

42 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: • 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 • For Connected Intelligence product only: data replication failures, partial data replication, data latency issues and network disruption that are unresolved for more than 4 hours	4 Business Hours
P2	Use this priority when the applicable Subscription Service is fully operational but is experiencing: • a display issue (e.g., a page not rendering correctly causing functionality issues) • a non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal • account management needs • suspected development escalation ticket • For Connected Intelligence product only: data replication failures or partial data replication issues that are unresolved for less than 4 hours	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: • display issues, such as a page not rendering correctly - however functionality still exists. • a non-production server/system • a misspelled word on a PowerSchool page • other issues not impeding successful use of Customer's production instance • For Connected Intelligence product only: Customer request(s) for changes to configuration	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;
- 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;
- building of reports via APEX or Enterprise Reporting;
- no code level support for application programming interface (API) / APEX API web developments/ single sign on (SSO) (SAML);
- SQL statements not provided by the applicable PowerSchool Software development organization;
- network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer's local network environment;
- User activity that adversely impacts application data, except for performing full database restore operations when requested;
- the performance impact of Customer's third-party application access to hosted application data;
- support for Third-Party Software and third-party applications; or
- 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 52 (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: Total

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

"**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):

- Scheduled Maintenance,
- scheduled Downtime,
- Emergency Maintenance,
- Performance degradation pursuant to Section 5.3 (Performance Degradation),
- unavailability as a result of Customer's development and use of nonstandard operational reports,
- 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.

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.

Data Privacy Agreement Schedule

UNITED STATES	Link to the Applicable Data Privacy Agreement (“DPA”)
ALABAMA	Alabama 2024 Statewide DPA Terms are the same as the DPA as executed with Alabama State Department of Education on November 17, 2022.
ALASKA	Alaska 2024 Statewide DPA Terms are the same as the DPA as executed with Fairbanks North Star Borough School District on February 27, 2023.
ARIZONA	Arizona 2024 Statewide DPA Terms are the same as the DPA as executed with Chandler Unified District on April 19, 2023.
ARKANSAS**	Arkansas 2024 Statewide DPA Terms are the same as the DPA as executed with Arkansas Department of Education on May 9, 2022.
CALIFORNIA**	California 2024 Statewide DPA Terms are the same as the executed DPA negotiated with large California school district on March 29, 2023.
COLORADO	Colorado 2024 Statewide DPA Terms are the same as the executed DPA negotiated with School District No. 1 the City and County of Denver signed Sept 21, 2023.
CONNECTICUT	Connecticut 2024 Statewide DPA Terms are the same as the DPA as executed with Bristol Public Schools on September 22, 2022.
DELAWARE	Delaware 2024 Statewide DPA Terms are the same as the DPA as executed with Delaware State Department of Education on November 20, 2023.
DISTRICT OF COLUMBIA	District of Columbia 2024 Statewide DPA Terms are the same as the DPA as executed with the DC Office of the State Superintendent of Education (OSSE) in 2024.
FLORIDA	Florida 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Florida Department of Education on September 29, 2023.
GEORGIA	Georgia 2024 Statewide DPA Terms are the same as the DPA as executed with the Georgia Department of Education on September 8, 2022.
HAWAII	Hawaii 2024 Statewide DPA Terms are the same as the DPA as executed with the Hawaii State Department of Education on August 3, 2022.
IDAHO	Idaho 2024 Statewide DPA Terms are the same as the DPA as executed with the Idaho Department of Education on October 23, 2023.
ILLINOIS**	Illinois 2024 Statewide DPA * Terms are the same as the executed DPA negotiated with the Board of Education of the Rockford Public School District No. 205, Winnebago and Boone Counties, Illinois on March 4, 2024.
INDIANA	Indiana 2024 Statewide DPA Terms are the same as the negotiated DPA executed with Indiana Department of Education on December 29, 2023.
IOWA	Iowa 2024 Statewide DPA Terms are the same as the DPA as executed with the Des Moines Public School District on September 19, 2023.
KANSAS	Kansas 2024 Statewide DPA Terms are the same as the DPA as executed with the Kansas City School District on April 22, 2022.
KENTUCKY	Kentucky 2024 Statewide DPA Terms are the same as the negotiated DPA executed with the Board of Education of Jefferson County Kentucky on November 16, 2022.
LOUISIANA	Louisiana 2024 Statewide DPA Terms are the same as the DPA as executed with the Louisiana Department of Education on June 26, 2023.
MAINE**	- For Main Service Agreements executed May 1, 2025 or after: Maine 2025 Statewide DPA. * Terms are the same as the DPA as executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Maine 2024 Statewide DPA. * Terms are the same as the DPA as executed with the Maine State Department of Education on August 4, 2022.
MARYLAND	Maryland 2024 Statewide DPA Terms are the same as the DPA as executed with the Maryland State Department of Education on July 14, 2022.

****State on consortium website** [SDPC Resource Registry – Student Data Privacy Consortium \(SDPC\) \(a4i.org\)](#) Customer may execute this DPA by executing and uploading the respective Exhibit E: General Offer of Privacy Terms or emailing a completed and executed Exhibit E to

legalnotices@powerschool.com.

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MASSACHUSETTS**	- For Main Service Agreements executed May 1, 2025 or after: Massachusetts 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Massachusetts 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools or Northborough and Southborough on July 26, 2021.
MICHIGAN	Michigan 2024 Statewide DPA Terms are the same as the DPA as executed with the Ottawa Area Intermediate School District on March 23, 2022.
MINNESOTA	Minnesota 2024 Statewide DPA Terms are the same as the DPA as executed with the Edina Public School District on April 27, 2022.
MISSISSIPPI	Mississippi 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
MISSOURI**	- For Main Service Agreements executed May 1, 2025 or after: Missouri 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Monett R-1 School District on April 24, 2025. - For Main Service Agreements executed prior to May 1, 2025: Missouri 2024 Statewide DPA. *Terms are the same as the DPA as executed with the Francis Howell School District on June 22, 2023.
MONTANA	Montana 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Montana Office of Public Instruction on June 29, 2023.
NEBRASKA	Nebraska 2024 Statewide DPA Terms are the same as the DPA as executed with the Omaha Public Schools on September 14, 2022.
NEVADA	Nevada 2024 Statewide DPA Terms are the same as the DPA as executed with the Washoe County School District on July 6, 2023.
NEW HAMPSHIRE**	New Hampshire 2024 Statewide DPA *Terms are the same as the negotiated DPA with Manchester School District–SAU 37 on July 5, 2024.
NEW JERSEY	New Jersey 2024 Statewide DPA Terms are the same as the DPA as executed with the Bridgewater Raritan School District on June 21, 2022.
NEW MEXICO	New Mexico 2024 Statewide DPA Terms are the same as the DPA as executed with the Farmington Municipal School District 5 on January 9, 2023.
NEW YORK	New York 2024 Statewide DPA Terms are the same as the negotiated DPA executed with The Board of Education of the City of New York on April 1, 2023; Customer may include its own Parents Bill of Rights.
NORTH CAROLINA	North Carolina 2024 Statewide DPA Terms are the same as the DPA as executed with the North Carolina Department of Public Instruction on November 28, 2023.
NORTH DAKOTA	North Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
OHIO**	- For Main Service Agreements executed May 1, 2025 or after: Ohio 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Ohio 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Mentor Exempted Village Schools on November 3, 2023.
OKLAHOMA	Oklahoma 2024 Statewide DPA Terms are the same as the DPA as executed with the Mustang Public Schools on March 10, 2023.
OREGON	Oregon 2024 Statewide DPA Terms are the same as the DPA as executed with the Linn Benton Lincoln Education Service District on February 16, 2023.
PENNSYLVANIA	Pennsylvania 2024 Statewide DPA Terms are the same as the DPA as executed with the Pennsylvania State Department of Education on September 13, 2022.
RHODE ISLAND**	- For Main Service Agreements executed May 1, 2025 or after: Rhode Island 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Rhode Island 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools of Northborough and Southborough on July 26, 2021.
SOUTH CAROLINA	South Carolina 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
SOUTH DAKOTA	South Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

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TENNESSEE	- For Main Service Agreements executed May 1, 2025 or after: Tennessee 2025 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Tennessee 2024 Statewide DPA. * Terms are the same as the negotiated DPA as executed with the Rutherford County Board of Education on August 15, 2024.
TEXAS**	Texas 2024 Statewide DPA * Terms are the same as the negotiated DPA executed with the Amarillo Independent School District on September 17, 2024.
UTAH	Utah 2024 Statewide DPA Terms are the same as the DPA as executed with the Washington County School District (UT) on May 12, 2022.
VERMONT**	- For Main Service Agreements executed May 1, 2025 or after: Vermont 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Vermont 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Champlain Valley School District on February 24, 2022.
VIRGINIA**	- For Main Service Agreements executed May 1, 2025 or after: Virginia 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Virginia 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Newport News Public Schools on June 27, 2023.
WASHINGTON	Washington 2024 Statewide DPA Terms are the same as the DPA as executed with the Kent School District on March 4, 2022.
WEST VIRGINIA	West Virginia 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WISCONSIN	Wisconsin 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WYOMING	Wyoming 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

For Canada, India, United Arab Emirates, and All Other Territories outside of the United States:
[PowerSchool 2024 Global DPA](#)

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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 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.

ACCESSIBILITY

1. **Accessibility.** PowerSchool is committed to supporting accessibility, as declared in its public statement on accessibility (See [PowerSchool Product Accessibility Statement | PowerSchool](#)). PowerSchool agrees and certifies that all web-accessible content, services, and applications provided under this Agreement to the district, school, board, its staff, students, and parents are accessible to the extent reported on in the applicable Voluntary Product Accessibility Template (VPAT) for the licensed service. Such VPATs are available via a secure platform. If there are any gaps in accessibility reported in the VPAT, PowerSchool further agrees to document timeline for its product and engineering teams to address such gaps, making that confidential timeline available to the Customer upon written request. To the extent the Customer is required to provide accommodations under the Americans with Disabilities Act (ADA), PowerSchool will ensure that its systems and services conform, at a minimum, to all applicable laws, regulations, and guidance, including the ADA, Section 504 of the Rehabilitation Act of 1973, and WCAG 2.1 Level AA. PowerSchool will continue to have its services evaluated to the framework and guidelines of the Web Content Accessibility Guidelines (WCAG) 2.2, Level AA or higher. However, PowerSchool shall not be responsible for compliance issues arising from any portion of the system or content developed or provided by the Customer.

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 Cognos Component System(s) is granted to Customer.
 - ii. Cognos is not liable for damages caused by Customer's use of the Cognos Component Systems.
 - iii. Notwithstanding anything to the contrary, Cognos is a third-party beneficiary of this Agreement.
 - iv. Usage is limited by the number of users, functions, and systems specified in the quote.
 - v. 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.

6. **Services that Include Acquia/Monsido.** The following terms are applicable to a certain Licensed Application known as Monsido, from the provider Acquia (the "**Acquia Software**" "**Services**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Acquia Software):

- a) **Responsibilities.** Customer shall (i) access and use the Acquia Software in accordance with this Agreement, applicable laws and government regulations and Acquia's [Acceptable Use Policy](#) incorporated herein by reference,
 - (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Acquia Software, and notify Acquia promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Licensed Application.
- b) **Customer Data.** Customer has and shall maintain all rights as are required to allow Acquia to provide the Services to Customer as set forth in this Agreement, including without limitation to send the customer data relevant to the Services to Acquia pursuant to this Agreement and to allow Acquia to access, use, and store such customer data to provide the Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Acquia Software and shall make Acquia aware of any customer data processed, stored, or transmitted through the Services. If, in the course of providing Services, Acquia agrees in writing to process such customer data and Customer has subscribed to any applicable Services, Acquia shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Acquia is subject as a service provider.
- c) **Restrictions.** Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Services, (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain



the security of the Acquia Software, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Acquia Software, or any part thereof or otherwise attempt to discover any source code or modify the Services, (iv) create a competitive offering based on the Services, and (v) disclose any benchmark or performance tests of the Services.

- d) **Security and Internal Controls.** Acquia shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Services, and of the customer data contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, and (ii) access and use the customer data solely to perform its obligations in accordance with the terms of this Agreement. In no event during the subscription term shall Acquia materially diminish the protections provided by the controls set forth in Acquia's then-current Security Annex.

PRODUCT-SPECIFIC TERMS FOR SPECIFIED SUBSCRIPTION SERVICES.

1. **PowerSchool SIS Services.** If Customer purchases access to PowerSchool SIS, the following terms apply:
 - a) 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.
 - b) PowerSchool SIS includes the Font Software that is licensed under the SIL Open Font License, Version 1.1. available with a FAQ at <https://openfontlicense.org>.
2. **Naviance or My PowerSchool Services.** If Customer purchases Subscription Services that include the PowerSchool Naviance product with career or college-planning functionalities and features (collectively, "**Career Planning Services**"), Customer hereby expressly acknowledges that the college-planning functionality contained in the Career Planning Services includes certain features that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**ActiveMatch**"); and allow students to be presented with an opportunity establish an account on the platform "Match powered by Concourse", a platform owned and operated by a third party company, EAB Global, Inc., which enables students to receive admission and scholarship offers from higher education institutions ("**Match**"). ActiveMatch and Match are automatically 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. ActiveMatch or Match may be turned 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 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.
5. **PowerBuddy** Under circumstances where PowerBuddy™ branded PowerSchool products are licensed by the Customer, the following supplemental AI specific terms will apply:

- a) Nature of AI products. The Parties acknowledge Customer desires to license product(s) from PowerSchool's suite of PowerBuddy™ products, which offer a narrow generative AI functionality. ("**GenAI Product(s)**").
- b) Right to Use. Subject to Customer's compliance with the applicable Agreement, inclusive of these AI specific terms ("**GenAI Terms**"), the Customer may use the GenAI Product, provided that such use is solely for Customer's internal use, and not for the commercial benefit of any third parties. Violations of these GenAI Terms may result in PowerSchool's suspension or termination of Customer's access to the GenAI Product.
- c) Ownership. As between the Parties, Customer owns all content inputs into the GenAI user interface ("**Prompts**") as well as any generated content based on such Prompts ("**Generated Content**"). Customer understands and acknowledges that the GenAI Feature may produce similar responses to similar prompts or queries from multiple users, and that Customer's rights in Generated Content may not be enforceable against other users of the GenAI Product(s). To the extent PowerSchool has any ownership interest in Generated Content, PowerSchool hereby assigns to Customer all rights, titles, and interests therein and thereto.
- d) Responsibility. Customer is responsible for the accuracy, truthfulness, consistency, and completeness, in any Prompts or any Generated Content used by Customer, and neither PowerSchool nor its sub-vendors will have any responsibility to review, nor any liability as to the accuracy thereof. Customer is responsible: (i) for ensuring that Prompts or Generated Content do not violate any applicable law or these GenAI Terms, (ii) to obtain any consents or government authorizations necessary for the collection, use and disclosure of all Prompts and Generated Content, and (iii) for its use of GenAI Products.
- e) Acknowledgement of Data Sub-processors. PowerSchool works with third-party vendors to offer its GenAI Product(s). These third-party vendors are data sub-processors of PowerSchool. Customer therefore acknowledges and authorizes PowerSchool to use such third-party sub-processors in connection with Customer's use of the GenAI Product.
- f) Query Allotment. When Customer purchases a PowerBuddy service (each, a "**PowerBuddy Product**"), Customer receives a pre-established allotment of queries ("Base Query Allotment") that is based on the student count tier corresponding to the number of students licensed by Customer to use the PowerBuddy Product. Each query is a request made to the applicable PowerBuddy Product by an authorized user during the subscription period. The Base Query Allotment is reset and replenished at midnight on July 1 of each calendar year regardless of when Customer purchased the PowerBuddy Product subscription. If Customer uses up all of its Base Query Allotment before July 1, Customer's access to the PowerBuddy Product will be disabled unless Customer buys an additional allotment of queries ("**Additional Query Allotment**"). Any Base and Additional Query Allotments remaining as of June 30 of each calendar year do not roll over to the next period, and are not refundable or creditable; however, the Base Query Allotment continues to reset and replenish on July 1, so long as Customer continues to be in contract and is in compliance with the terms of its contract. Customer's administrators can track query usage within the applicable PowerBuddy Product at any time.

GLOBAL DATA PRIVACY AGREEMENT

Data Controller – Customer defined as such in the MSA

Data Processor – PowerSchool Contracting Agency (“PowerSchool”)

This Global Data Privacy Agreement (“**DPA**”) supplements the license and service agreement for PowerSchool Services between PowerSchool (“**Processor**”) and the entity identified below (“**Customer**” or “**Controller**”), effective as of the last signature date. It supplements and amends the terms of PowerSchool’s Main Services Agreement or any existing agreement for PowerSchool’s services and products (“the **MSA**”). PowerSchool’s [Global Privacy Statement](#) presents the PowerSchool Privacy Principles which are enforced by this DPA. In case of a conflict between the MSA and this DPA regarding data processing and privacy responsibilities, this DPA prevails. PowerSchool and Customer are individually known as a “**Party**” and collectively referred to as “**Parties**.”

The Parties are entering into this DPA to ensure that the processing by PowerSchool of Customer Data, within the service product by Customer and/or on based on the Customer's instructions, is done in a manner compliant with Applicable Law and its requirements regarding the processing of Customer Data. The Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination on the following terms and conditions. Any capitalized terms not defined herein shall have the meaning given to them in the MSA.

1. Glossary of Terms.

The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**” and “**Processing**” (includes “**Processed**”) shall have the same meaning as defined in the applicable Privacy Law as mentioned in [Schedule 1-A](#).

- 1.1 “**Applicable Law**” means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA as mentioned in [Schedule 1-A](#).
- 1.2 “**Designated Representative**” means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.
- 1.3 “**Restricted Transfer**” means any transfer of Customer Data to a Third Country (as defined in the Jurisdiction Specific Terms), an international organization, or across national borders that would be prohibited by Applicable Laws {or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Laws} in the absence of a lawful transfer mechanism or other evidence of adequate data protection standards.
- 1.4 “**Subprocessor**” means PowerSchool's subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool's role as Processor to process Customer Data on behalf of Customer in accordance with the MSA.

2. PowerSchool Products and Solutions. PowerSchool Products and Services shall have the same meaning as the services or products which the Customer has agreed to obtain license to access and use from PowerSchool as mentioned in the applicable MSA and Quotes or SOW thereon.

3. Processing of Customer Data.

- 3.1 PowerSchool shall ensure that all persons authorized to process Customer Data {employees and Subprocessors}, are bound by confidentiality obligations. These individuals shall process Customer Data strictly in accordance with the Customer’s instructions and Applicable Laws.
- 3.2 PowerSchool may access and use Customer Data only on a need-to-know basis and as expressly authorized by the Customer, solely to fulfill its obligations under the MSA, this DPA, and any applicable Quote or Statement of Work. Such access or use shall be limited to the minimum extent necessary.
- 3.3 Unless expressly permitted by the Customer, PowerSchool shall not:
 - 3.3.1 Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without prior written consent from the Customer, except as required by Applicable Law or the MSA;
 - 3.3.2 Use Customer Data for its own commercial benefit, including advertising or marketing directed toward children, parents, guardians, or Customer employees;

- 3.3.3. Use Customer Data to create a Student Profile other than as required to provide the contracted Services;
- 3.3.4. Store Customer Data outside the continental United States without prior written notice to the Customer Designated Representative, ensuring compliance with security standards and Applicable Law.

3.4. The Customer is the “Data Collector” or “School Official,” and PowerSchool is the “Data Processor.” The Customer ensures it has obtained consent from the Data Subject for:

- 3.4.1. Collecting and processing Personal Information;
- 3.4.2. Transferring or allowing access to Personal Information;
- 3.4.3. Processing Personal Data to fulfill obligations under the MSA.

3.5. The Customer represents and warrants that it has obtained all necessary consents and government authorizations required by Applicable Law for PowerSchool to process Customer Data. PowerSchool shall not be liable for the Customer’s failure to obtain such consents or authorizations.

3.6. The Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from any claims, expenses, damages, or costs related to Data Subject consents and government authorizations. PowerSchool agrees not to edit or use Customer Data unless:

- 3.6.1. Integral to the Services or permitted by the MSA or this DPA;
- 3.6.2. Written consent is obtained from the Customer;
- 3.6.3. Necessary to maintain the integrity of Customer Data.

4. Security of Processing. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on technical and organizational measures, see Schedule 1-B (Physical, Administration, and Technological Safeguards). PowerSchool shall make available to the Customer information necessary to demonstrate compliance with its obligations regarding providing security and maintaining compliance with PowerSchool’s security plan/program laid described in Schedule 1 – C.

5. Subprocessors

5.1. Customer authorizes PowerSchool to appoint Subprocessors in accordance with this clause 5 and the MSA.

5.2. PowerSchool will enter into written agreements (“**Subprocessor Agreement**”) whereby Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA, including applicable mechanism for cross-border transfer of data. Accordingly, the Subprocessors shall:

- 5.2.1. not disclose Customer Data, in whole or in part, to any third party, excluding vetted Subprocessor;
- 5.2.2. not use any Customer Data to advertise or market to students or their parents/guardians;
- 5.2.3. access, view, collect, generate and use Customer Data only as necessary to fulfill obligations under this DPA and the MSA;
- 5.2.4. Delete or return all Customer Data, in its possession, custody or control, upon conclusion or termination of the work, as directed by the Customer through PowerSchool.
- 5.2.5. implement industry standard reasonable physical, administrative, and technical safeguards to secure Customer Data from unauthorized disclosure, access and use.
- 5.2.6. ensure that its employees and subcontractors having access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and
- 5.2.7. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

5.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA and MSA.

6. Data Subject Rights.

- 6.1. The Customer shall be primarily responsible for responding to Data Subject requests regarding Customer Data, under any Applicable Law. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding to Data Subject requests.
- 6.2. For Data Subject requests, PowerSchool shall:
 - 6.2.1. promptly notify the Customer upon receipt of request from a Data Subject;
 - 6.2.2. reasonably cooperate and assist Customer in connection with requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and
 - 6.2.3. not directly respond to the request except on documented instructions of the Customer.

7. Return and Disposition of Customer Data.

- 7.1. Upon written request from Customer and in accordance with Section 13.9 (Return or Disposition of Customer Data) of the MSA, PowerSchool will return or dispose or delete all Customer Data within a commercially reasonable time period when it is no longer needed for the purpose for which it was obtained. PowerSchool will not retain Customer Data beyond the necessary period for disposition and notify the Customer when all Customer Data has been returned/disposed/deleted.
- 7.2. Customer must inform PowerSchool when Customer Data is no longer needed. PowerSchool will not dispose of Customer Data unless, the Customer provides affirmative written confirmation that it does not need to be transferred to a separate account.
- 7.3. Upon termination PowerSchool will, at Customer's request and expense, securely transfer all Customer Data to a designated vendor's platform on a mutually agreed date and format. PowerSchool will provide the data in an industry-standard format but is not obligated to comply with the succeeding vendor's specific format requirements.
- 7.4. Disposition includes the shredding of any hard copies of Customer Data, erasing or otherwise modifying the personal information to make it unreadable or indecipherable by human or digital means.
- 7.5. Customer acknowledges that from the third (3) data retune requests during the term of the MSA, there may be a reasonable service fee attached.
- 7.6. Customer may request partial disposal of Customer Data that is no longer needed, during the terms of the MSA. Such Partial disposal is subject to the Customer's request to transfer data to a separate account.
- 7.7. PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data so long as it is commercially reasonable to do so.
- 7.8. If transfer or partial disposal is not commercially reasonable, PowerSchool will inform the Customer of the costs, and the Customer may choose to pay. If not, PowerSchool is not obligated to transfer the data.
- 7.9. All transfers must comply with Applicable Law. PowerSchool is not liable for denying a transfer that does not comply with the law. Customer must indemnify PowerSchool for any transfer made at their request. PowerSchool may retain Customer Data if required by Applicable Law.

8. Response to Legal Orders, Demands or Requests for Data.

- 8.1. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such Party notifies, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.
- 8.2. PowerSchool will not disclose (and will not instruct any of its employees or Subprocessors to disclose) in

any manner whatsoever any Customer Data to any third party unless:

- 8.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;
- 8.2.2. such disclosure is permitted under Applicable Law;
- 8.2.3. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

9. Compliance with Applicable Law. The Parties acknowledge that Customer Data may include Personal Data that is subject to Applicable Law of the applicable jurisdiction. As such, Parties shall comply with all obligations under the Applicable Law that apply.

10. Termination. Upon the termination or expiration of the applicable MSA, and subject to agreed data return or transfer or disposal, this DPA will automatically terminate without any further action of the Parties. The obligations of PowerSchool and Customer, as necessary, under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data has been returned or disposed.

11. Cross-Border Transfer of Data.

Where a data subject's Personal Data originates within a country requiring an adequate level of protection when disclosing or transferring such Personal Data outside the originating country, PowerSchool shall not disclose or transfer the Personal Data outside the originating country without ensuring an appropriate cross-border mechanism is in place to support such disclosures or transfers as required by Applicable Laws. Such safeguards will become an integral part of this DPA.

For all Customer Data disclosed or transferred from the European Economic Area or any other jurisdiction recognizing the Standard Contractual Clauses as a valid mechanism to transfer Personal Data to a Non-Adequate Country, Module 2 of the Standard Contractual Clauses are deemed as completed, and shall be an integral part of this DPA, provided that Parties agree that transfers to PowerSchool in the United States from the EU/EEA shall be valid as PowerSchool participates in the Data Privacy Framework program.

12. General Terms.

- 12.1. The Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.
- 12.2. In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the applicable Standard Contract Clauses, and (iii) then the DPA.
- 12.3. In the event that there is a conflict or inconsistencies between the MSA and this DPA concerning data processing and Parties' responsibilities, this DPA controls.

CUSTOMER: _____

By: _____

Printed Name: _____

Date: _____

Title/Position: _____

POWERSCHOOL GROUP, LLC

By: _____

Printed Name: _____

Date: _____

Title/Position: _____

SCHEDULE 1 – A
INCLUSIVE LIST OF APPLICABLE DATA PRIVACY LAWS *

Sr. No.	Country	Data Privacy Law applicable	Link to the Data Privacy law
1.	European Union (EU) and EEA	General Data Protection Regulation (GDPR)	General Data Protection Regulation (GDPR) – Legal Text (gdpr-info.eu)
2.	United States	Family Educational Rights and Privacy Act (FERPA) and other applicable state laws	FERPA Protecting Student Privacy (ed.gov)
3.	Canada	Personal Information Protection and Electronic Documents Act (PIPEDA)	The Personal Information Protection and Electronic Documents Act (PIPEDA) - Office of the Privacy Commissioner of Canada
4.	India	Digital Personal Data Protection Act, 2023	Digital Personal Data Protection Act 2023 Ministry of Electronics and Information Technology, Government of India (meity.gov.in)
5.	Argentina	Personal Data Protection Law No. 25,326; Regulatory Decree No. 1558/2001; Access to Public Law No. 27,275	Personal Data Protection Law – Law 25,326 - 2000; and Protection of Personal Data Decree 1558/2001
6.	Australia	Privacy Act, 1988	The Privacy Act OAIC
7.	Brazil	General Data Protection Law (LGPD)	Brazilian General Data Protection Law (LGPD, English translation) (iapp.org)
8.	China	Personal Information Protection Law (PIPL)	Personal Information Protection Law of the People's Republic of China (cdurl.cn)
9.	Egypt	Personal Data Protection Law No. 151 of 2020	Data-Protection-Law-Translation-dual-text.pdf (sharkawylaw.com)
10.	Israel	Protection of Privacy Law, 5741-1981	Protection of Privacy Law, 5741-1981 - unofficial translation.doc (www.gov.il)
11.	Jamaica	Data Protection Act of 2020	7 2020 The Data Protection Act
12.	Japan	Act on the Protection of Personal Information (APPI)	Act on the Protection of Personal Information - English - Japanese Law Translation
13.	Malaysia	Personal Data Protection Act 2010	Malaysia Federal Legislation (agc.gov.my)
14.	Mexico	Federal Law on the Protection of Personal Data held by Private Parties (FDPL); Constitution of the United Mexican States, Privacy Notice Guidelines, Federal Consumer Protection Law	Ley Federal de Protección de Datos Personales en Posesión de los Particulares (Federal Law on the Protection of Personal Data held by Private Parties (FDPL))
15.	Morocco	Law No. 09-08, Decree no. 1-09-15; Consumer protection Law no. 31-08; Article 24 of the 2011 Constitution	Law No. 09-08 – relative à la protection des personnes physiques a l'égard du traitement des données à caractère personnel
16.	New Zealand	Privacy Act 2020	Privacy Act 2020 No 31 (as at 01 July 2024), Public Act Contents – New Zealand Legislation
17.	Philippines	Data Privacy Act of 2012	Republic Act 10173 - Data Privacy Act of 2012 - National Privacy Commission National Privacy Commission
18.	Qatar	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL")	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL") 2016

19.	Saudi Arabia	Personal Data Protection Law (PDPL)	Personal Data English V2-23April2023-Reviewed-.docx (sdaia.gov.sa)
20.	Singapore	Personal Data Protection Act 2012 (PDPA)	Personal Data Protection Act 2012 - Singapore Statutes Online (agc.gov.sg)
21.	South Africa	Protection of Personal Information Act (POPIA)	Protection of Personal Information Act 4 of 2013 South African Government (www.gov.za)
22.	South Korea	Personal Information Protection Act (PIPA)	PIPC, Korea
23.	Thailand	Personal Data Protection Act (PDPA)	thailand-personal-data-protection-act-2019-en.pdf (thainetizen.org)
24.	Tunisia	Personal Data Protection Act (PDPA)	Organic Act No. 2004-63 of 27 July 2004
25.	Turkey	Law on the Protection of Personal Data No. 6698	KİŞİSEL VERİLERİ KORUMA KURUMU KVKK Personal Data Protection Law
26.	United Arab Emirates	Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data	uaelegislation.gov.ae/en/legislations/1972/download
27.	United Kingdom	Data Protection Act 2018	Data Protection Act 2018 - GOV.UK (www.gov.uk)
28.	Uruguay	Law No. 18.331 – 2008 - Protection of Personal Data and Habeas Data Action () (Regulating Decree N° 414/009)	Ley de Protección de Datos Personals y Acción de Habeas Data
29	Mississippi		
30	North Dakota		
31.	South Carolina		
32.	South Dakota		
33.	West Virginia		
34.	Wisconsin		
35.	Wyoming		

*** Disclaimer. PowerSchool does not represent that links and context are the latest version of the applicable laws.**

SCHEDULE 1 – B**PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL SAFEGUARDS**

- A.1 Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer Data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
- A.1.1 Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.
 - A.1.2 Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to the MSA in a secure digital environment.
 - A.1.3 Employee Training.** PowerSchool will provide periodic security training to those employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - A.1.4 Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to the MSA in an environment using industry standard security controls are updated according to industry standards.
 - A.1.5 Monitoring.** PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.
 - A.1.6 Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.
 - A.1.7 Vendor-Data Subprocessors Bound.** PowerSchool will enter into written agreements whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.
 - A.1.8 Periodic Risk Assessment.** PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner. PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.
 - A.1.9 Established Security Policies.** PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.
 - A.1.10 Audits and Compliance Reports.** PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NOA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2022 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.

- B.1 Personal Data Breach.** Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.
- B.1.1. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach. PowerSchool shall:
- B.1.1.1 take steps to mitigate and remediate the Personal Data Breach;
- B.1.1.2 notify the Customer without undue delay, and within the time period required by Applicable Law.
- B.1.1.3 provide the Customer with sufficient information to determine any notification under Applicable Law. Cooperate with Customer and take commercially reasonable steps to assist in an investigation of the Data Breach.
- B.2 Data Incident.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:
- B.2.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.
- B.2.2 comply with all reasonable requests from Customer in relation to such Incident and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
- B.3 Post Incident Process.** In the event of an Incident, PowerSchool will follow the following process:
- B.3.1 Provide a security incident notification written in plain language after confirmation of the incident.
- B.3.2 The security incident notification will include, at a minimum, the following information:
- B.3.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose.
- B.3.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.
- B.3.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.
- B.3.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.
- B.3.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.
- B.3.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
- B.3.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.
- B.3.5 If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co- operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected Data Subject(s) of the unauthorized access.

SCHEDULE 1-C**POWERSCHOOL DATA SECURITY AND PRIVACY PLAN**

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

- (a) In order to comply with all Applicable Laws as related to data security and privacy requirements, PowerSchool follows its Data Security and Privacy Plan ("DSPP") and will: Review its data security and global privacy statement and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event PowerSchool's policy and practices are not in conformance, PowerSchool will implement commercially reasonable efforts to ensure such compliance.
- (b) As required by the ISO 27001:2022, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Agreement, PowerSchool will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Agreement:

Data Security:

- Data-at-rest & data-in-transit (motion) are encrypted.
- Data leak protections are implemented Information Protection Processes and Procedures. Data destruction is performed according to contract and agreements.
- A plan for vulnerability management is developed and implemented with protective technology.
- Log/audit records are ascertained, implemented, documented, and reviewed according to policy. Network communications are protected.

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users.
 - Remote access is managed PowerSchool also conforms to the ISO 27001:2022 standard.
- (c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
 - (d) In the event that PowerSchool engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontractors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.
 - (e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED PowerSchool Group LLC 150 Parkshore Dr Folsom, CA 95630	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: National Fire & Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: National Fire & Marine Insurance Company	20079	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W41271262

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		10UUNBK0CV4	10/31/2025	10/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp: \$1,000 ☒ Coll: \$1,000		10UENDS0862	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	10WB BK0CVA	10/31/2025	10/31/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Technology E&O		42-EPP-340551-01	04/10/2025	10/10/2026	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence Only

CERTIFICATE HOLDER

CANCELLATION

Evidence Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patricia A. Fony</i>
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Proposal Submission Worksheet

Your Company

Company Name	PowerSchool Group LLC	Contact Name	Riley Reynolds
Address	150 Parkshore Drive	City	Folsom
State	CA	Zip	95630
Application Name:	Cloud-based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) platform		

Your Team

Role	Name	Title	Email
Account Manager/Executive	Riley Reynolds	Account Executive	riley.reynolds@powerschool.com
Sales Manager/Supervision	Kelly Wilcoxson-Monette	Regional Vice President	kelly.monette@powerschool.com
Implementation Manager	Michael Schecher	Director, Professional Services	michael.schecher@powerschool.com

Your References

District Name	Contact Name	Contact Title
Osseo Independent School District 279	Gerald Edwards	Director, Information Systems and Security Phone: (763) 391-7058 Email: edwardsg@district279.org
Saint Louis Park ISD 283	Jason Loewe	Executive Director of Human Resources Phone: (952) 928-6066 Email: loewe.jason@slpschools.org
Sioux Falls SD 49-5	James Holmes	Programmer Analyst & Kenneth Mosser – Comptroller Phone: (605) 367-7900 Email: james.holmes@k12.sd.usat

Qualifiers and Certifications

Question/Data Point	Yes / No
Have you reviewed & agree with all terms, conditions, specifications, and requirements as described?	Yes "PowerSchool agrees to attach its Response to Customer RFP for reference; however, PowerSchool requests the opportunity to negotiate any final terms, to the extent they differ from the terms governing the existing relationship between the Parties. This RFP response is included in order to comply with the RFP submission requirements and is subject at all times to this Statement of Understanding and successful negotiation of terms upon award."
Is your application recognized as an approved solution by MDE for integration with MDE's Ed-Fi data reporting?	No

Do you certify you comply with FERPA?	Yes
Do you certify you comply with COPPA?	Yes
Do you certify you comply with all applicable Minnesota laws?	Yes. PowerSchool complies with all Minnesota laws and regulations applicable to its business operations and the products and services proposed in response to this RFP and will continue to do so throughout the term of any resulting agreement.

General System Requirements

Question	Yes / No	Notes/Exceptions
Is your proposed application fully SaaS hosted (no District-hosted software/infrastructure required)?	Yes	The proposed solution is delivered as a fully vendor-hosted Software-as-a-Service (SaaS) offering within PowerSchool-managed cloud environments. No district-hosted servers, application infrastructure, operating systems, networking components, or data center resources are required. PowerSchool manages the underlying hosting infrastructure, maintenance, security, backup, and disaster recovery processes, allowing Edina Public Schools to access the solution through supported web browsers without the need to procure or maintain on-premises infrastructure.
Does your proposed application support ROLE-based security?	Yes	PowerSchool eFinancePlus includes role-based security that allows districts to control access to menus, modules, screens, functions, and data based on a user's assigned security profile or role. Talent (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) uses role-based security groups to manage access to system features and sensitive data. Standard security groups are available and customizable in most solutions. Allovue uses role-based security that allows districts to control access to modules, data, and input of budget information.
Does your proposed application support multi-factor authentication?	Yes	PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD). For SSO implementations, Multi-Factor Authentication (MFA) can be enabled and enforced through the IdP, ensuring secure access when users initiate an SSO session.
Does your proposed application support SSO (SAML/OIDC)?	Yes	PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD).
Does your proposed application provide comprehensive audit logging?	Yes	PowerSchool eFinancePlus provides comprehensive audit logging and audit trail capabilities, particularly for financial transactions and ledger activity. It maintains detailed records of additions, changes, postings, and transaction history to support accountability, internal controls, and audits. Additionally, Allovue provides audit logging of budget inputs and proposal approvals as part of the budget workflow. Our Talent solutions (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) also provide audit capabilities with some user-facing and others available from an administrator/support access.

Does your proposed application provide configurable workflow automation?	Yes	The solution provides configurable workflows that automate key HR processes, including requisition approvals, recruiting, hiring, onboarding, employee record updates, evaluations, and other personnel actions. Workflows can be tailored to District policies and approval structures, automatically routing tasks and notifications to the appropriate stakeholders to improve efficiency, consistency, and process completion. Allovue Budget uses role-based, sequential approval workflows that you configure per proposal and budget type.
Does your proposed application provide API-first architecture?	Yes	The proposed solution supports API-first architecture principles by leveraging standardized RESTful APIs that serve as the primary method for internal integration and data exchange across all components. These APIs enable secure interoperability and support extensibility without reliance on the user interface.
Does your proposed application support mobile devices?	Yes	Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board provide 24/7 access across various devices, including computers, tablets, and mobile phones, using a web browser. The mobile responsive solution will be formatted to fit the screen of the device being utilized. eFinancePlus includes a mobile app for Android and iOS operating systems. eFinancePlus and Allovue are built with a responsive design that scales to your device, such as a large TV screen or tablet.
Does your proposed application support unlimited historical data retention?	Yes	The Talent solution (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) offers unlimited data retention, enabling districts to securely maintain historical workforce records for compliance, reporting, auditing, and long-term reference purposes. PowerSchool eFinancePlus supports unlimited multiple years of historical financial, payroll, HR, and operational records, allowing organizations to maintain and access prior-year information for reporting, audit, compliance, and operational purposes. Allovue captures 5 years of historical eFinancePlus data for reporting and data visualizations. There is no limit on budgets that are built using Allovue.

Functional System Requirements

Area/ Section	Question	Yes / No	Notes/Exceptions
Finance	Does your proposed solution address all of these required functions? GENERAL LEDGER BUDGETING ACCOUNTS PAYABLE PURCHASING ASSET MANAGEMENT GRANTS MANAGEMENT BANK RECONCILIATION FINANCIAL REPORTING	Yes	Please refer to the Functional System Requirements section of PowerSchool's Proposal document for more information.

Human Resources	Does your proposed solution address all of these required functions? EMPLOYEE RECORDS POSITION CONTROL BENEFITS ADMINISTRATION RECRUITING ONBOARDING PERFORMANCE MANAGEMENT PAYROLL	Yes	Please refer to the Functional System Requirements section of PowerSchool's Proposal document for more information.
Payroll	Does your proposed solution address all of these required functions? PAYROLL PROCESSING TAX MANAGEMENT DIRECT DEPOSIT GARNISHMENTS LEAVE TRACKING	Yes	Please refer to the Functional System Requirements section of PowerSchool's Proposal document for more information.

Submission Checklist

Area/ Section	Question	Yes / No	Notes/Exceptions
Minnesota School District Experience	Have you included a <u>report of all of your Minnesota School Districts ERP client list (7/1/2019–5/30/2026)</u> including? GO LIVE DATE MODULES IMPLEMENTED TERMINATION DATE (IF APPLICABLE)	Yes	Please refer to the Minnesota ERP Clients section of PowerSchool's Proposal document.
Security	Have you included a <u>report disclosing all cybersecurity incidents</u> disclosed (2021-2026) including? DATE NATURE OF EVENT IMPACT NUMBER OF CLIENTS AFFECTED REMEDIATION ACTIONS	Yes	Please refer to the Security section of PowerSchool's Proposal document.

	Have you included your <u>current SOC 2 Type II report</u> including? DATE OF AUDIT AUDITING ORGANIZATION SCOPE OF CERTIFICATION SUMMARY OF FINDINGS	Yes	Please refer to the Security section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Security Practices?</u> SECURE CODE REVIEW DEPENDENCY SCANNING VULNERABILITY TESTING PENETRATION TESTING	Yes	Please refer to the Security section of PowerSchool's Proposal document.
Infrastructure & Hosting Architecture	Have you included the following information about your <u>Hosting Environment?</u> CLOUD PROVIDER(S) DATA CENTER LOCATION(S) GEOGRAPHIC REDUNDANCY	Yes	Please refer to the Infrastructure & Hosting Architecture section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Database Architecture?</u> DATABASE PLATFORM REPLICATION STRATEGY HIGH AVAILABILITY DESIGN	Yes	Please refer to the Infrastructure & Hosting Architecture section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Backup and Recovery?</u> BACKUP FREQUENCY RETENTION SCHEDULE RECOVERY POINT OBJECTIVE (RPO) RECOVER TIME OBJECTIVE (RTO)	Yes	Please refer to the Infrastructure & Hosting Architecture section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Disaster Recovery?</u> DR ARCHITECTURE FAILOVER PROCESS TESTING SCHEDULE	Yes	Please refer to the Infrastructure & Hosting Architecture section of PowerSchool's Proposal document.

Submission Checklist

Area/ Section	Question	Yes / No	Notes/Exceptions
Application Development & Deployment	Have you included the following information about your Source Code Management? REPOSITORY PLATFORM OWNERSHIP BRANCHING STRATEGY	Yes	Please refer to the Application Development & Deployment section of PowerSchool's Proposal document.
	Have you included the following information about your Deployment Process? DEVELOPMENT ENVIRONMENT TEST ENVIRONMENT PRODUCTION ENVIRONMENT RELEASE PROCESS	Yes	Please refer to the Application Development & Deployment section of PowerSchool's Proposal document.
	Have you included the following information about your Change Management? RELEASE SCHEDULE EMERGENCY RELEASE PROCESS ROLLBACK PROCEDURES	Yes	Please refer to the Application Development & Deployment section of PowerSchool's Proposal document.
Sub-Processors	Have you included the following information about your Current Sub-Processors? COMPANY NAME SERVICE PROVIDED DATA SHARED STORAGE LOCATION SECURITY CERTIFICATIONS	Yes	Please refer to the Sub-Processors section of PowerSchool's Proposal document.
	Have you included the following information about your Sub-Processors Standards and Requirements? DATA TRANSMISSION METHODS ENCRYPTION STANDARDS MONITORING CONTROLS VENDOR RISK MANAGEMENT PROCEDURES	Yes	Please refer to the Sub-Processors section of PowerSchool's Proposal document.

Submission Checklist

Area/ Section	Question	Yes / No	O
Data Ownership & API Access	Have you provided information about how you meet the district's REQUIRED features? DISTRICT SHALL RETAIN FULL OWNERSHIP OF ALL DATA UNRESTRICTED ACCESS TO ALL DISTRICT-OWNED DATA ABILITY TO EXPORT DATA AT ANY TIME NO RESTRICTIONS ON THIRD-PARTY INTEGRATIONS ABILITY FOR DISTRICT TO GRANT API ACCESS TO ANY THIRD-PARTY VENDOR	Yes	Please refer to the Data Ownership & API Access section of PowerSchool's Proposal document.
	Have you included the following information about your APIs? API DOCUMENTATION RATE LIMITS AUTHENTICATION METHODS EXPORT CAPABILITIES	Yes	Please refer to the Data Ownership & API Access section of PowerSchool's Proposal document.
Integrated Time Clock	Have you included the details about the capabilities of your Integrated Time Clock? MOBILE CAPABILITIES GEOFENCING SUPERVISOR APPROVALS PAYROLL INTEGRATION REPORTING CAPABILITIES HARDWARE REQUIREMENTS	Yes	Please refer to the Integrated Time Clock section of PowerSchool's Proposal document
Implementation Plan	Have you included the following information about your Implementation Management Team? PROJECT MANAGER SUPPORT TEAM NUMBER OF MINNESOTA-BASED SUPPORT STAFF NUMBER OF ERP-DEDICATED SUPPORT STAFF	Yes	Please refer to the Implementation Plan section of PowerSchool's Proposal document.
	Have you included the details about your Implementation Plan? DATA MIGRATION STRATEGY TESTING STRATEGY/PLAN CUTOVER PLAN	Yes	Please refer to the Implementation Plan section of PowerSchool's Proposal document.
	Have you included the details about your Post-Implementation Plan? CHANGES TO CONTACTS FOR SUPPORT PROCESS TO REPORT BUGS PROCESS TO REQUEST TRAINING	Yes	Please refer to the Implementation Plan section of PowerSchool's Proposal document.

Submission Checklist

Area/ Section	Question	Yes / No	Notes/Exceptions
Ongoing Support	Have you included the details of your support <u>Support Staffing?</u> NUMBER OF SUPPORT PERSONNEL NUMBER OF MINNESOTA-BASED SUPPORT STAFF NUMBER OF ERP-DEDICATED SUPPORT STAFF	Yes	Please refer to the Ongoing Support section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Support Performance Metrics?</u> AVERAGE RESPONSE TIME AVERAGE RESOLUTION TIME ESCALATION PROCESS SLA COMMITMENTS	Yes	Please refer to the Ongoing Support section of PowerSchool's Proposal document.
	Have you included the details about your capabilities for <u>Onsite Support?</u> PROVIDE ONSITE SUPPORT CONDUCT TRAINING ASSIST WITH MAJOR INCIDENTS	Yes	Please refer to the Ongoing Support section of PowerSchool's Proposal document.
	Have you included the following information about your <u>Support Platform?</u> CUSTOMER PORTAL TICKETING SYSTEM KNOWLEDGE BASE SERVICE STATUS MONITORING	Yes	Please refer to the Ongoing Support section of PowerSchool's Proposal document.

Proposed Pricing/Cost Estimates

One-time and Implementation Costs

These spaces are provided for additional cost descriptions that aren't associated with the ones provided.

Description	Proposed Amount	U/M	Est Qty	Fixed?	Notes
Project Management					
Solution Configuration					
Data Migration					
Integrations					
Testing					
Training					
Go-Live Support					
Travel & Expenses					
Guided Implementation (Virtual)	9,710				Applicant Tracking & Employee Records
Guided Implementation (Onsite)	15,710				Applicant Tracking & Employee Records

Professional Services Rate Card

These spaces are provided for additional position descriptions that aren't associated with the ones provided.

Description	Amount/Rate	U/M	Minimum
Project Manager			
Functional Consultant			
Technical Consultant			
Integration Developer			
Trainer			
	Included in implementation costs above		

Proposed Pricing/Cost Estimates

Annual Subscription Costs

These spaces are provided for additional feature/module descriptions that aren't associated with the ones provided.

Feature/Module Description	Proposed Amount	U/M	Est Qty	Fixed?	Notes
Financial Management	142,689.36				EFP, Allovue, CI, AMS
Human Resources	40,812.65				ATS, Records, Perform, Prof Learning
Payroll					Included in Financial Mgmt
Employee Self Service					Included in Financial Mgmt
Workflow					Included in Financial Mgmt
Reporting/Analytics					Included in Financial Mgmt
TimeClock Plus	11,729				This would stay billed directly with TCP

Proposed Year Changes

Year	Maximum % Increase to Subscriptions or Fees
1	3%
2	3%
3	3%
4	3%
5	3%