

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND POWERSCHOOL GROUP LLC.

This Amendment is entered into as of January 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“Customer”) and PowerSchool Group LLC (“PowerSchool”) (collectively, the “Parties”) pursuant to Quote # Q-406892-1, Quote # Q-415112-1, and the PowerSchool Master Services Agreement (“Agreement”) entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent Quotes or orders, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. PowerSchool shall not materially modify or amend the Master Services Agreement or the Terms of Use (currently located at <https://www.powerschool.com/terms>) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Customer.

3. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions, and venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and PowerSchool hereby submits to the jurisdiction of that court. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

4. **Illinois Student Privacy Laws.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, PowerSchool shall also maintain all Student Data obtained from Customer in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*). PowerSchool shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Customer, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, arising directly and specifically from any security or privacy breach involving Student Data as a result of grossly negligent or intentional acts or omissions of PowerSchool; and shall destroy all Student Data when the Student Data is no longer needed by PowerSchool or upon termination of the Agreement, as requested by Customer in writing.

5. **Insurance**. During the term of this Agreement and any renewal thereof, PowerSchool shall maintain a cyber-liability insurance policy insuring against data breaches. Customer shall be included as an additional insured on such policy.

6. **Authority to Execute**. Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74
COOK COUNTY, ILLINOIS**

POWERSCHOOL GROUP LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____