



150 Parkshore Dr, Folsom, CA 95630
 Remit Email:
 abhishek.sharma@powerschool.com
 Quote Date: 11/25/2020
 Quote #: Q-415112-1

Prepared By: Abhishek Sharma
 Customer Name: Lincolnwood School District 74
 Contract Term: 12 Months
 Start Date: 3/9/2021
 End Date: 3/8/2022

Customer Contact: Christopher Edman
 Title: Technology/Computer Teacher
 Address: 6950 N East Prairie Rd
 City: Lincolnwood
 State/Province: Illinois
 Zip Code: 60712-2520
 Phone #: (847) 675-8234 x3717

Product Description	Quantity	Unit	Extended Price
Initial Term 3/9/2021 - 3/8/2022			
License and Subscription Fees			
PowerSchool SIS Maintenance and Support	1,282.00	Students	USD 7,217.66

License and Subscription Totals: **USD 7,217.66**

Quote Total

Initial Term	3/9/2021 - 3/8/2022
Initial Term Total	USD 7,217.66

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>, as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 11-25-2020

PO Number: _____

Lincolnwood School District 74

Signature:

Printed Name:

Title:

Date:



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 596-0950
Quote Date: 10/28/2020
Quote #: Q-406892-1

Prepared By: Abhishek Sharma
Customer Name: Lincolnwood School District 74
Contract Term: 12 Months
Start Date: 2/1/2021
End Date: 1/31/2022

Customer Contact: Christopher Edman
Title: Technology/Computer Teacher
Address: 6950 N East Prairie Rd
City: Lincolnwood
State/Province: Illinois
Zip Code: 60712-2520
Phone #: (847) 675-8234 x3717

Product Description	Quantity	Unit	Extended Price
Initial Term 2/1/2021 - 1/31/2022			
License and Subscription Fees			
PowerSchool Enrollment Registration	1,282.00	Students	USD 10,294.46

License and Subscription Totals: **USD 10,294.46**

Quote Total

Initial Term	2/1/2021 - 1/31/2022
Initial Term Total	USD 10,294.46

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

All invoices shall be paid before or on the due date set forth on invoice.

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

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

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

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 10-28-2020

Date:

PO Number: _____

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**

By: _____

Its: _____

Date: _____

POWERSCHOOL GROUP LLC

DocuSigned by:
Philip Radmilovic
170B9E005E66422...

By: _____

Its: Philip Radmilovic VP Controller

Date: 2/11/2021
