

**ADDENDUM #1
TO
STANDARD STUDENT DATA PRIVACY AGREEMENT
BETWEEN
MESA UNIFIED SCHOOL DISTRICT #4
AND
POWERSCHOOL GROUP, LLC**

This Addendum dated October __ 2024, modifies the Standard Student Data Privacy Agreement (the "LEA" or "Original Agreement") entered into between PowerSchool Group, LLC, a Delaware corporation ("Provider" or "PowerSchool"), and Mesa Unified School District No. 4, an Arizona political subdivision ("District") and made effective on April 18, 2024.

I. **Effect of Addendum.** Except as expressly modified by the provisions of this Addendum, the Original Agreement shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies exist between the terms of this Addendum and the Original Agreement, or between the terms of this Addendum and any other terms incorporated into the Original Agreement, this Addendum shall control. This Addendum is hereby incorporated by reference into the Original Agreement.

II. **Modifications to the Original Agreement.** Article II, Paragraph 1 is amended as follows (~~deletions;~~ **additions**):

Student Data Property of LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, **including any modifications or additions or any portion thereof from any source**, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above. **Except for the usage analytics, product performance and access monitoring required by PowerSchool to offer the LEA product security, product improvements, and enable customer support to the LEA, which are all hereby expressly consented to, the LEA shall expressly consent in writing to any additions to the Service, including but not limited to, third party plugins or similar software components embedded and/or integrated for the purpose of monitoring of student use of Provider's software.**

III. **Counterparts.** This Addendum may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the undersigned parties have caused this Addendum to become effective on the date set forth above.

MESA UNIFIED SCHOOL DISTRICT

POWERSCHOOL GROUP, LLC

Andi Fourlis

Name



Signature

Superintendent

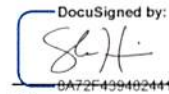
Title

10/30/24

Date

Shane Harrison

Name



Signature

SVP Finance

Title

10/28/2024

Date