



AMENDMENT 1

This First Amendment (“**Amendment**”) by and between PowerSchool Group LLC (“**PowerSchool**”) and Cypress Fairbanks Independent School District (“**Customer**”) modifies the Main Services Agreement found at https://www.powerschool.com/MSA_Feb2022/ (“**Agreement**”) as mutually agreed herein and is effective as of the date of the last signature (“**Effective Date**”). POWERSCHOOL and CUSTOMER are referred to individually as “Party” and collectively as “Parties” under this Amendment.

1. Section 3.2, Consent to Use Customer Data, of the Agreement is modified by deleting the last sentence and replacing it with the following:

“PowerSchool agrees to the mutually agreed upon Data Privacy Agreement (“**DPA**”) as set forth in Exhibit C.”

2. Section 3.4, Data Privacy and Security, of the Agreement is modified by deleting the first sentence and replacing it with the following:

“PowerSchool will abide by the terms of the Data Privacy Agreement (“**DPA**”) as set forth in Exhibit C, with respect to the security of the Customer Data within the PowerSchool Offering.”

3. Section 10.3, Indemnification by Customer, of the Agreement is modified by deleting “under applicable” in the first sentence and replacing it with “by”.

4. Section 10.3, Indemnification by Customer, of the Agreement is modified by deleting the last sentence and replacing it with the following:

“In addition, Customer shall to the extent permitted by law indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer’s use of or access to any PowerSchool Offering.”

5. The following sentence is added to the end of Section 11.2, CAP ON MONETARY LIABILITY, of the Agreement:

“TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF A) ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST CUSTOMER ALLEGING THE USE OF THE POWERSCHOOL OFFERING INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY; AND B) POWERSCHOOL’S VIOLATION OF THE DPA EXECUTED BETWEEN THE PARTIES PURSUANT TO SECTION 3.2, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-



MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED.”

6. Section 14.1 of the Agreement is deleted in its entirety and replaced as follows:

“14.1 **Governing Law.** Except as otherwise agreed in writing by the Parties, this Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions. Mandatory and exclusive venue shall be in the courts of Harris County, Texas. 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.”

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Effective Date.

POWERSCHOOL GROUP LLC

CYPRESS FIARBANKS INDEPENDENT SCHOOL DISTRICT

DocuSigned by:

Signature: _____
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Signature: Charles Franklin (Feb 6, 2025 14:37 CST)

Printed Name: Shankha Sen

Printed Name: Charles Franklin

Title: Group Vice President, Finance

Title: Assistant Superintendent Technology and Information Services

Date: 6/26/2024

Date: Feb 6, 2025