Appendix A
Compliance With New York State Education Law Section 2-d Addendum ("Addendum")

The parties to this Agreement are the Monroe 1 Board of Cooperative Educational Services ("BOCES") and PowerSchool Group LLC ("Vendor"). BOCES is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d") and its implementing regulations, and Vendor is a third party contractor, as that term is used in Section 2-d and its implementing regulations. BOCES and Vendor have entered into this Agreement to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

Definitions

As used in this Agreement and related documents, the following terms shall have the following meanings:
"Student Data" means personally identifiable information from student records that Vendor receives from an educational agency (including BOCES or a Participating School District) in connection with providing Services under this Agreement.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor," "Contractor" or "Vendor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"BOCES" means Monroe #1 Board of Cooperative Educational Services.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Vendor's product/service.

"Participating School District" means a public school district or board of cooperative educational services that obtains access to Vendor's product/service through a cooperative educational services agreement ("CoSer") with BOCES, or other entity that obtains access to Vendor's product/service through an agreement with BOCES, and also includes BOCES when it uses the Vendor's product/service to support its own educational programs or operations.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students other than as may be expressly authorized by the parties in writing (the "Services").

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

Vendor Obligations and Agreements

Vendor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under this Agreement and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of this Agreement. Vendor shall:

(a) limit internal access to education records only to those employees and subcontractors that are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d, its implementing regulations and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);

(b) only use personally identifiable information for the explicit purpose authorized by the Agreement, and must/will not use it for any purpose other than that explicitly authorized in the Agreement or by the parties in writing;

(c) not disclose any personally identifiable information received from BOCES or a Participating School District to any other party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Agreement, unless (i) if student PII, the Vendor or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;

(e) use encryption technology to protect data while in motion or in its custody (i.e., in rest) from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5 using a technology or methodology specified or permitted by the secretary of the U S.);

(f) not sell personally identifiable information received from BOCES or a Participating School District nor use or disclose it for any marketing or commercial purpose unless otherwise expressly authorized by the Services, or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

(g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, in compliance with New York law and regulation;

(h) reasonably cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information by Vendor;

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, that are in substantial compliance with the BOCES data security and privacy policy, and that comply with Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth below, as well as all applicable federal, state and local laws, rules and regulations;

(j) acknowledge and hereby agrees that the State-protected Data which Vendor receives or has access to pursuant to this Agreement may originate from several Participating School Districts located across New York State. Vendor acknowledges that the State-protected Data belongs to and is owned by the Participating School District or student from which it originates;

(k) acknowledge and hereby agrees that if Vendor has an online terms of service and/or Privacy Policy that may be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with applicable law or regulation, the terms of the applicable law or regulation shall apply;

(l) acknowledge and hereby agrees that Vendor shall promptly pay for or reimburse the educational agency for the full third party cost of a legally required breach notification to parents and eligible students due to the unauthorized release of student data caused by Vendor or its agent or assignee;

(m) ensure that employees, assignees and agents of Contractor who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to such data; and

(n)   ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by legally compliant data protection obligations imposed on the Contractor by law, the Agreement and this Agreement.

Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security
(https://www.monroe.edu/domain/1478)

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy 6320. (https://www.monroe.edu/6320)
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or
Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between PowerSchool and BOCES

(a)   The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide PowerSchool's various educational technology services to BOCES or other Participating School District pursuant to a BOCES Purchase Order. These services will be purchased pursuant to a quote for services and main services agreement ("MSA") between the parties, which shall contain a more thorough description of the applicable services.

(b)   Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c)   Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d)   The effective date of this Agreement shall be July 1, 2023 and the Agreement shall remain in effect until June 30, 2025, unless terminated sooner in accordance with the terms of the Agreement.

(e)   Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in an industry standard format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees to not attempt to re-identify the de-identified data.. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f)   State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(g)   Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, in alignment with NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

(h)   A copy of Vendor's Data Privacy and Security Plan, which vendor affirms complies with 8 N.Y.C.R.R. 121.6 is attached hereto as **Attachment 1** and is incorporated herein by reference as if fully set forth herein.

DocuSigned by:

[signature]

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Vendor Signature

9/17/2024
_____, 2023

PowerSchool

STUDENT DATA PRIVACY AGREEMENT

<u>STATE</u>:   NEW YORK

PROCESSOR: <u>**PowerSchool Group, LLC**</u>

CUSTOMER: <u>**Monroe BOCES**</u>

PowerSchool

This Data Privacy Agreement ("**DPA**") supplements the agreed to license and service agreement for the PowerSchool Services between the PowerSchool Contracting Entity ("**PowerSchool**") and Monroe BOCES ("**Customer**") and is made and entered into as of the last signature below, (the "Effective Date"). The terms herein supplement and amend the terms of the PowerSchool's standard Main Services Agreement or, if there is none, the then-existing applicable agreement between PowerSchool and Customer for the provision of PowerSchool's services and products, as amended by the Parties from time to time (the "**MSA**"). The term "MSA" includes all exhibits, addenda, statements of work, and quotes that are attached to, referenced in or otherwise associated with the MSA. In the event of a conflict between the MSA and this DPA, the DPA controls. Below are the terms and conditions pursuant to which any Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the MSA. PowerSchool and Customer are individually known as a "Party" and collectively referred to as "Parties."

Attachments:

    A   Services Description
    B   Parents' Bill of Rights for Data Privacy and Security
    C   Supplemental Information Form
    D   Contractor's Data Privacy and Security Plan

The Processor agrees as follows:

1. <u>Definitions</u>.
    "Confidential Information" means (a) Protected Information; (b) any personally identifiable information related to CUSTOMER employees, agents and/or volunteers obtained by or furnished to the Processor; (c) all findings, analysis, data, reports or other information, whether in oral, written, graphic, or machine-readable form, obtained from the CUSTOMER or furnished by the CUSTOMER to the Processor in connection with the Services; and (d) all information marked "confidential" in writing.

Confidential Information excludes any information that both (a) is not Protected Information and (b) is: (i) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter through no act of the Processor in breach of this Agreement, (ii) demonstrated to have been known to the Processor prior to disclosure by or through the CUSTOMER, (iii) disclosed with the prior written approval of the CUSTOMER, (iv) demonstrated to have been independently developed by the Processor without reference to the Confidential Information, and (v) disclosed to the Processor by a third party under conditions permitting such disclosure, without breach of this Agreement.

    "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1, or any successor thereto.

    "Process" or "Processing" means to perform any act, omission or operation on or with respect to data or information, such as accessing, adapting, altering, blocking, collecting, combining, delivering, deleting, destroying, disclosing, disseminating, erasing, generating, learning of, organizing, recording, releasing, retrieving, reviewing, sharing, storing, transmitting, using or otherwise making data or information available.

    "Protected Information," as it relates to (a) CUSTOMER's current, future and former students and their families, consists of "personally identifiable information" as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA;") and (b)

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as it relates to certain CUSTOMER employees, consists of "personally identifying information" as that term is used in New York Education Law 3012-c(10). In the case of either (a) or (b), Protected Information shall consist of any such information Processed by the Processor in the course of providing the Services, whether disclosed or provided by the CUSTOMER or collected, accessed or generated by the Processor in some other manner.

2. Confidentiality. Subject to any security review as required by the CUSTOMER Division of Instructional and Information Technology at its discretion, in furtherance of the use of Processor's software and/or services on behalf of the CUSTOMER (the "Services,") the Processor is permitted to Process the CUSTOMER's Confidential Information as set forth in the Service Description, attached hereto as Attachment A. In accordance with FERPA, the Processor agrees that to the extent that the Services relate to the Processor's Processing of Protected Information, the Services are (a) for the Processor to perform an institutional service or function for which the CUSTOMER would otherwise use its employees; or (b) in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs. The Processor further agrees that it is hereby designated as the authorized representative of the CUSTOMER to the extent that the Services are in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs. The Processor agrees to hold the Confidential Information in strict confidence, and not to disclose Confidential Information to or otherwise permit the Processing of Confidential Information by any other parties, nor Process such Confidential Information for the benefit of another or for any use or purpose other than for providing the Services. The confidentiality and data security obligations of the Processor under this Agreement shall survive any termination of this Agreement. The Processor agrees to conduct the Services in a manner that does not permit the personal identification of parents and students by anyone other than Authorized Users with legitimate interests in the Protected Information.

3. Authorized Users. The Processor shall only disclose Confidential Information to its employees (hereinafter referred to as "Personnel"), and its nonemployee agents, assignees, consultants or subcontractors (hereinafter collectively referred to as "Non-Employee Processors," and together with Personnel, "Authorized Users") who need to Process the Confidential Information in order to carry out the Services and in those instances only to the extent justifiable by that need. The Processor shall ensure that all such Authorized Users comply with the terms of this Agreement. The Processor agrees that upon request by the CUSTOMER, it will provide the CUSTOMER with the names and affiliations of the Non-Employee Processors to whom it proposes to disclose, or has disclosed, Confidential Information. The Processor agrees and acknowledges that the data protection obligations imposed on it by state and federal law, as well as the terms of this Agreement, shall apply to any Non-Employee Processor it engages to Process Confidential Information of the CUSTOMER. The Processor therefore agrees to ensure that each Non-Employee Processor is contractually bound by an agreement that includes confidentiality and data security obligations equivalent to, and no less protective than, those found in this Agreement.

4. Compliance with Law.
   (a) The Processor agrees to hold all Confidential Information it Processes incompliance with all applicable provisions of federal, state and local law, including but not limited to FERPA and New York Education Law §2-d and any applicable regulations promulgated thereunder. The Processor understands that the disclosure of Protected Information to persons or agencies not authorized to receive it is a violation of United States federal law and New York state law, which may result in civil and/or criminal penalties under New York State and Federal laws.

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(b) In the event that disclosure of Confidential Information (including Protected Information)is required of the Processor under the provision of any law, judicial order or lawfully-issued subpoena, the Processor will (a)promptly notify the CUSTOMER of the obligations to make such disclosure sufficiently in advance of the disclosure, if possible, to allow the CUSTOMER to seek a protective order or to make any notifications required by law, and (b)disclose such Confidential Information only to the extent (i) allowed under a protective order, if any, or(ii)necessary to comply with the law or court order.

5. Mandatory N.Y. Education Law 2-d Requirements.

   (a) CUSTOMER Data Privacy and Security Policies. The Processor agrees that it will comply with the CUSTOMER's data privacy and security policy, New York City Department of Education Chancellor's Regulation A-820, and any successor thereto.

   (b) Subject Data Requests. If permitted by law, the Processor agrees to notify the CUSTOMER of any requests it receives from parents, students, principals or teachers ("Subjects") or parties authorized by Subjects, to amend, inspect, obtain copies of, or otherwise access Protected Information in the possession or control of the Processor, in advance of compliance with such requests. The Processor shall defer to the judgment of the CUSTOMER in granting or denying such requests, and in confirming the identity of Subjects and the validity of any authorizations submitted to the Processor. The Processor agrees to assist the CUSTOMER in processing such requests in a timely manner, whether received by the Processor or by the CUSTOMER. The Processor shall amend any Protected Information in accordance with the CUSTOMER's decision and direction.

   (c) Training. The Processor shall ensure that all Authorized Users with access to the Confidential Information are trained in their confidentiality and data security responsibilities under applicable law and understand the privacy and data security obligations of this Agreement.

   (d) Privacy and Security Plan; Additional Data Privacy and Security Protections. The Processor shall neither retain nor incorporate any of the Confidential Information into any database or any medium other than may be required for it to provide the Services. The Processor agrees to maintain appropriate administrative, technical and physical safeguards in accordance with industry standard practices and applicable law to protect the security, confidentiality and integrity of Protected Information in its custody. The Processor agrees to adhere to(a) its data privacy and security plan and the CUSTOMER Information Security Requirements as adjusted with compensating controls as described in Attachment B(together, the "Plan"), attached hereto as Attachment B. The Processor warrants and represents that (i)its technologies, safeguards and practices, as outlined in the Plan, align with the NIST Cybersecurity Framework, and include sufficient (A) data privacy protections, including processes to ensure that personally identifiable information is not included in public reports or other public documents; and (B) data security protections, including data systems monitoring, encryption of data in motion and at rest, an incident response plan, limitations on access to Protected Information, safeguards to ensure Protected Information is not accessed by unauthorized persons when transmitted over communication networks, and destruction of Protected Information when no longer needed; and (ii)its Plan meets all additional requirements of New York Education Law 2-d.TheProcessoragreesto use encryption technology to protect Protected Information while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the United States Department of Health and Human services in

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guidance issued under Section 13402(H)(2) of Public Law 111-5.TheProcessoracknowledges and agrees to conduct digital and physical periodic risk assessments and to appropriately remediate any identified security and privacy vulnerabilities in a timely manner. The CUSTOMER reserves the right to request information from the Processor regarding its security practices and compliance with the Plan, prior to authorizing any exchange of Confidential Information. The Processor's security compliance is assessed by independent third-party auditors as described in the following industry standards. Upon CUSTOMER agreeing to an NDA, Processor shall provide access to Processor's Information Security Management System Policy, relevant annual penetration test reports, and ISO 27001:2103and SOCII Reports. To the extent that Processor discontinues a third-party audit, Processor will adopt or maintain equivalent industry-recognized security standard procedures and policies. The CUSTOMER may audit the Processor's Processing of the Confidential Information for data privacy and data security purposes. For clarity, such "audit" means an annual security and privacy questionnaire followed by a reasonable number of interview sessions with applicable CUSTOMER staff; a CUSTOMER review of Processor's security and privacy related policies and procedures; and, in coordination with Processor's Information Security department, an annual scheduled penetration test of identified systems not impacting any other customers.

(e) <u>Parent Bill of Rights</u>. The Processor agrees to comply with the CUSTOMER Parents' Bill of Rights for Data Privacy and Security, attached hereto as Attachment C. The Processor shall complete the Supplemental Information section of Attachment C and append it to this Agreement. The Processor shall notify the CUSTOMER on a yearly basis, by January 31 of each year that this Agreement remains in effect, of any change to its responses to Attachment C. The Processor acknowledges and agrees that the CUSTOMER shall make the Processor's Supplemental Information public, including but not limited to posting it on the CUSTOMER's website. The Processor acknowledges that this Agreement, including the attachments hereto, may be made available to the public.

(f) Reportable Data Events. The Processor shall promptly notify, without unreasonable delay the CUSTOMER at Lisa N. Ryan, Assistant Superintendent for Finance & Operations, Monroe 1 BOCES, 41 O'Connor Road, Fairport, NY 14450 of (i) any unauthorized release or unauthorized Processing of Confidential Information, whether by the Processor, its Authorized Users or any other party that shall have gained access to the affected Confidential Information; or (ii) any other breach of contractual obligations relating to data privacy and security under this Agreement or any other applicable Agreement("Reportable Data Event"). In no event shall such notification occur more than forty-eight (48) hours after confirmation of an event described in clause (i)of the previous sentence, or more than seven (7) calendar days after confirmation of an event described in clause (ii) of the previous sentence. Moreover, to the extent (a) New York Education Law 2-d or any other law or regulation requires parties affected by the Reportable Data Event to be notified, and (b) the Reportable Data Event is not attributable to the acts or omissions of the CUSTOMER, the Processor shall be responsible, at its own cost and expense, to notify in writing all persons affected by the Reportable Data Event, or shall compensate the CUSTOMER for the full cost of any notifications that the CUSTOMER instead makes. The Processor and CUSTOMER will collaborate to support such notification. The Processor agrees to assist and collaborate with the CUSTOMER in ensuring that required notifications shall be clear, concise, use language that is plain and easy to understand, and to the extent available, include: (a) a brief description of the Reportable Data Event, the dates of the incident and the date of discovery, if known; (b) a description of the types of

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Confidential Information affected; (c) an estimate of the number of records affected; (d) a brief description of the investigation or plan to investigate; and (e) contact information for representatives who can assist parents or adult students that have additional questions. Processor follows its established incident response plan which ensures the CUSTOMER receives updates from knowledgeable Processor employees of the Reportable Data Event. If requested, Processor shall provide the CUSTOMER with access to Processor's Authorized Users or other employees with knowledge of the Reportable Data Event. The Processor shall reasonably cooperate with and assist the CUSTOMER in investigating the Reportable Data Event or in effectuating notifications, including reasonable disclosure of any relevant access information, records or other material necessary for such purposes or required to comply with applicable law.

(g) No Sale or Commercial Use. The Processor agrees that it will not (i) sell Protected Information; (ii)use, disclose or otherwise Process Confidential Information for purposes of receiving remuneration, whether directly or indirectly; or(iii) use, disclose or otherwise Process Confidential Information for marketing, commercial or advertising purposes (or facilitate its Processing by any other party for such purposes), or to develop, improve or market products or services to students, or permit another party to do so.

6. Right to Termination. The CUSTOMER shall have the right at its sole discretion to terminate the Processor's access to the CUSTOMER's Confidential Information upon fifteen (15) days written notice to the Processor. The CUSTOMER shall have the right at its sole discretion to terminate the Processor's access to the CUSTOMER's Confidential Information immediately upon the Processor's breach of any confidentiality obligations herein. No claim for damages will be made or allowed to the Processor because of said termination.

7. Confidential Information Retention, Transfer and Destruction. Upon the earliest of any of the following (i) whenever requested by the CUSTOMER, (ii) whenever the Processor no longer needs the Confidential Information to provide the Services to the CUSTOMER, (iii) whenever a CUSTOMER school or office ceases use of a product or service of the Processor, with respect to the Confidential Information Processed for the school or office with respect to that productor service, or (iv)no later than upon. termination of this Agreement, the Processor shall promptly. (a) with respect to physical copies of Confidential Information, surrender, or if surrender is not practicable, securely delete or otherwise destroy Confidential Information and (b) with respect to digital and electronic Confidential Information, securely delete or otherwise destroy Confidential Information remaining in the possession of the Processor and its Authorized Users, including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data. The Processor shall ensure that no copies, summaries, or extracts of Confidential Information are retained on any storage medium whatsoever by the Processor or its Authorized Users. The Processor shall certify, in writing, that Confidential Information has been surrendered or destroyed in accordance with this Agreement via the "Certificate of Records Disposal" form attached to this Agreement as Attachment D. Any and all measures related to the extraction, deletion, transmission, destruction or disposition of Confidential Information will be accomplished utilizing an appropriate method of confidential destruction, including shredding, burning or certified/witnessed destruction of physical materials or verified erasure of magnetic media using approved methods of electronic file destruction. The Processor agrees not to attempt to re-identify, or have others attempt to re-identify, Subjects from any data remaining after such deletion, destruction or disposition. If student-, parent-or employee-generated content is stored or maintained by the Processor, Processor shall, at the request of the CUSTOMER, and if severable, provide opportunity to CUSTOMER to download Confidential Information upon termination of this Agreement.

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8. **CUSTOMER Property**. All reports and work product containing Confidential Information(a)created or collected by the Processor, or (b) disclosed or transmitted to the Processor, pursuant to this Agreement, shall remain the exclusive property of the CUSTOMER. All rights, including the intellectual property rights in and to the Confidential

Information Processed pursuant to this Agreement shall remain the exclusive property of the CUSTOMER. Any reports or work product may not contain any Confidential Information, unless required by the CUSTOMER or if necessary to carry out the Services.

9. **Other Agreements**. The Processor agrees that to the extent that any confidentiality or data security terms or conditions regarding the Services found in another agreement binding CUSTOMER employees, subcontractors, parents or students(together, "CUSTOMER Users,")including but not limited to any end-user license agreement, "clickwrap," "click-through," "click and accept, "web-wrap," or other form of agreement requiring the individual user to accept terms in order to use or benefit from the Services, conflict with the terms found in this Agreement, the terms and conditions which afford more protection to CUSTOMER Users shall apply. Any subsequent agreements between the Processor and the CUSTOMER with respect to the provision of the Services shall include confidentiality and data security obligations on the part of the Processor at least as strict as set those forth in this Agreement. In the event a subsequent agreement fails to contain confidentiality and data security provisions with obligations at least as strict as this Agreement, the confidentiality provisions of this Agreement shall be deemed inserted therein, and shall continue to bind the Processor, unless such subsequent agreement specifically references this Agreement by name and disclaims its obligations in writing.

10. **Other Terms**.
    (a) As a supplement to the existing injunctive relief provisions in the underlying subscription/services agreement, the Processor agree that money damages would be an insufficient remedy for breach or threatened breach of this Agreement. Accordingly, in addition to all other remedies that DOE may have, DOE shall be entitled to enforce the data-security provisions of this Agreement by seeking specific performance or other equitable relief as a remedy for any breach that is not cured after 24-hours' notice.
    (b) Nothing in this Agreement obligates either party to consummate a transaction, to enter into any agreement or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
    (c) The Processor shall defend, indemnify and hold harmless the CUSTOMER and the City of New York from any and all claims brought by third parties to the extent arising from, or in connection with, any negligent acts or omissions of the Processor and the Processor's Authorized Users or any other representatives for whom the Processor is legally responsible for, in connection with the performance of this Agreement.
    (d) No failure or delay (in whole or in part) on the part of either party hereto to exercise any right or remedy hereunder shall impair any such right or remedy, operate as a waiver thereof, or affect any right or remedy hereunder. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law or equity. To the extent any provision of this Agreement is held to be unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect, and the Agreement shall be interpreted to give effect to such provision to the maximum extent permitted by law.
    (e) This Agreement shall be governed by and construed in accordance with the law of the State of New York. The Federal or State Courts of New York City, New York will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. This Agreement constitutes the entire Agreement with respect to the subject matter hereof;

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it supersedes any other Processor terms and conditions, all prior agreements or understandings of the parties, oral or written, relating to the subject matter of this Agreement and shall not be modified or amended except in writing signed by the Processor and the CUSTOMER. The Processor may not assign or transfer, without the prior written consent of the CUSTOMER, this Agreement. This Agreement shall inure to the benefit of the respective parties, their legal representatives, successors, and permitted assigns. This Agreement is effective upon execution of the Processor.

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IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement on the date set forth below, effective as of the Effective Date.

PROCESSOR	**CUSTOMER**
POWERSCHOOL GROUP LLC, a Delaware limited liability company	MONROE 1 BOARD OF EDUCATIONAL SERVICES ("BOCES")

By: _____

DocuSigned by:

8A72F4394624415...

By: _____

Name: Shane Harrison

Name: _____

Title: SVP Finance

Title: _____

Date: 9/17/2024

Date: _____

SIGNATURE PAGE FOR THE STUDENT DATA PRIVACY AGREEMENT (NEW YORK) BETWEEN POWERSCHOOL GROUP, LLC AND MONROE 1 BOCES

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Attachment A: Services Description

Naviance CCLR: Naviance is a college and career readiness platform that Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of records for schools and districts. (former product name: PowerSchool Unified Classroom Naviance CCLR)

Enrollment: Enrollment is an enterprise enrollment product that facilitates student acquisition and registration business process through data collection from parents, administrative workflows, data integration with various SIS's, and lotteries, streamlining related business processes. Registration is a multitenant cloud-based web application. (former product name: PowerSchool Unified Operations Enrollment)

Enrollment Express: Enrollment Express is a student enrollment management system inside PowerSchool SIS. (former product name: PowerSchool Unified Operations Enrollment Express)

Performance Matters: Performance Matters and its Advanced Reporting feature brings multiple data measures into one location to help school districts identify, monitor, and improve student performance. Dashboards provide access to state and national test scores, third-party diagnostic results, and district-based common formative assessments to give you the data needed to inform decisions for your schools, district, and students. (former product: PowerSchool Unified Classroom Performance Matters Advanced Reporting)

Performance Matters: Performance and its Matters Assessment offers a school-wide assessment management system for curriculum teams to build student assessments for use across grade levels, content areas, and schools. Various assessment delivery methods are available including online testing, scanning, and observational scoring tools. The data is available within minutes to view how students performed on standards, each item, and overall making data-driven decisions about instructional needs quick and easy for teachers. (former product: PowerSchool Unified Classroom Performance Matters Assessment)

PowerSchool SIS: Our PowerSchool SIS solution provides deep functionality across PowerSchool solutions empowering schools to configure the administrative and instructional tools for their unique needs, from managing classroom data and assignments to family engagement, student enrollment and registration, student analytics, and special education. (former product name: Unified Classroom PowerSchool SIS)

Employee Records: Digitizing processes with Employee Records simplifies onboarding. Online checklists, digital storage, centralized tracking, automated alerts, and information forwarding combine to create a more positive experience. Say goodbye to the calls, emails, and tedious verifications that hamper traditional, paper-based onboarding processes. (former product name: PowerSchool Unified Talent Employee Records)

Schoology Learning: Schoology Learning Management System (LMS) provides learning management, assessment, and professional development all in one integrated platform. Be prepared for inevitable changes and challenges with a more flexible and reliable approach to teaching and learning while providing consistent access to learning resources across your whole district. (former product name: PowerSchool Unified Classroom Schoology Learning)

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Curriculum and Instruction: Provide centralized access to shared curriculum so teachers can collaborate in real-time and connect curriculum directly to their lesson plans. Streamline horizontal and vertical standards alignment with our integrated digital curriculum mapping and lesson planning solution. (former product name: PowerSchool Unified Classroom Curriculum and Instruction)

Special Programs: Special Programs gives special education staff the support they need to simplify case management, collaborate with general education staff, save time, and meet compliance requirements with confidence. This allows special education staff the ability to provide high-quality instruction, services, and appropriate modifications and accommodations for students with disabilities. (former product name: PowerSchool Unified Classroom Special Programs"

Behavior Support: Support the whole child with the only evidence-based (ESSA Level II) behavior solution proven to reduce suspensions and referrals and increase school positivity. Educators can collect and analyze real-time data to further positive behavior support and interventions (PBIS) and social and emotional learning (SEL). (former product name: PowerSchool Unified Classroom Behavior Support)

Communication: Improve communication between school and home by engaging in two-way conversations that create partnerships between educators and families. Improve equity of access by reducing technology gaps and language barriers with two-way translated text messaging, multimedia messaging, and more.   (former product name: PowerSchool Unified Operations Communication; Unified Home Communication, Kinvo Connect)

Attendance Intervention: Perform research-based attendance interventions that use best-practice, data-driven family engagement tools that are proven to address the root causes and improve attendance and engagement. Track and view actionable attendance data and strengthen and simplify school-home connections by communicating in real-time via two-way translated text notifications, multimedia messages, visual postcards, and more. (former product name: PowerSchool Unified Operations Attendance Intervention Suite; and Kinvo Attend)

Student Readiness Analytics, Risk Analysis and MTSS: Unified Insights provides a comprehensive analytics platform with actionable insights across key aspects of school and district operations and allows district staff to extract student data, create notifications, gain access with mobile devices, and distribute reports throughout the entire district. (former product name: Unified Insights)

Perform: K-12 teacher evaluation software that Improves teacher support and retains effective educators. Manage and conduct teacher evaluations and observations online or in person. (former product name: PowerSchool Unified Talent Perform)

Professional Learning: Provides professional learning for teachers that supports career growth with easier professional development management and 24/7 accessibility. (former product name: PowerSchool Unified Talent Professional Learning)

SmartFind Express: K-12 substitute teacher management software that automates callouts and streamlines online substitute management to quickly fill teacher and staff absences. (former product name: PowerSchool Unified Talent SmartFind Express)

Applicant Tracking: Helps schools and districts hire the teachers and staff they need faster and easier. (former product name: PowerSchool Unified Talent Applicant Tracking)

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Attachment B: Parents' Bill of Rights for Data Privacy and Security

Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security
(https://www.monroe.edu/domain/1478)

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy 6320. (https://www.monroe.edu/6320)
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or
Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between POWERSCHOOL GROUP, LLC and BOCES

(a)   The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide PowerSchool's various educational technology services to BOCES or other Participating School District pursuant to a BOCES Purchase Order. These services will be purchased pursuant to a quote for services and main services agreement ("MSA") between the parties, which shall contain a more thorough description of the applicable services.

(b)   Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

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(c)   Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d)   The effective date of this Agreement shall be July 1, 2023 and the Agreement shall remain effect until June 30, 2025.

(e)   Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in an industry standard format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees to not attempt to re-identify the de-identified data.. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f)   State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(g)   Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, in alignment with NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

(h)   A copy of Vendor's Data Privacy and Security Plan, which vender affirms complies with 8 N.Y.C.R.R. 121.6 is attached hereto and is incorporated herein by reference as if fully set forth herein.

DocuSigned by:

[signature]
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9/17/2024
_____, 2023

Vendor Signature

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**Attachment C - Parents Bill of Rights for Data Privacy and Security—
Supplemental Information Form**

II. Questionnaire

1. Name of Entity
PowerSchool Group LLC

2. Type of Entity
☒ Commercial Enterprise

☐ Research Institution or Evaluator

☐ Community Based Organization or Not-for-Profit

☐ Government Agency

☐ Other (You must explain below)

Click or tap here to enter text.

3. Contract / Agreement Term
Contract Start Date: July 1, 2023

Contract End Date: June 30, 2024

4. Description of the exclusive purpose(s) for which Entity will receive/access PII
Describe briefly the project/evaluation/research you are conducting or participating in, and/or the commercial product or service you are providing. Describe the purposes for which you are receiving or accessing PII.

5. Type of PII that the Entity will receive/access
Check all that apply:

☒ Student PII

☐ APPR PII (Identifiable Teacher or Principal Annual Professional Performance Review Data)

☐ Entity will not receive or access PII (do not choose this response if Entity's services or products permit users to store PII on a platform that the Entity or its subcontractors host)

☐ Other (You must explain below)

Click or tap here to enter text.

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6. Subcontractor Written Agreement Requirement

In accordance with New York Education Law 2-d, the Entity may not share PII with subcontractors without a written agreement that requires each of its subcontractors to adhere to, at a minimum, materially similar—and no less protective—data protection obligations imposed on the Entity by the Agreement with the NYC DOE and by applicable state and federal laws and regulations.

Check one option only:

☐ The Entity will not share PII with subcontractors, outside persons, or third party entities.

☒ The Entity will utilize subcontractors or third party entities and agrees not share PII unless similar data protection obligations contained herein are imposed on each subcontractor or third party, in compliance with applicable New York State and federal law and using industry standard best practices for data privacy and security.

☐ Other (You must explain below)

Click or tap here to enter text.

7. Data Transition and Secure Destruction

Upon expiration or termination of the Agreement, the Entity shall (check all that apply):

☐ Securely transfer PII to NYC DOE, or a successor contractor at the NYC DOE's option and written discretion, in a format agreed to by the parties

☒ Securely delete and/or destroy PII

☐ Other (You must explain below)

Click or tap here to enter text.

8. Challenges to Data Accuracy

In accordance with N.Y. Education Law 2-d, parents, students, eligible students, teachers, or principals may seek copies of their PII, or seek to challenge the accuracy of PII in the custody or control of the Entity. Typically, they can do so by contacting the NYC DOE using the email address or mailing address below. If a correction to PII is deemed necessary, the Entity agrees to facilitate such corrections within 21 days of receiving the NYC DOE's written request. The Entity must forward the request to the NYC DOE as soon as practicable in order for the DOE to authenticate the identity of the student or parent, and to advise the Entity on how to process the request.

All requests for copies of PII or requests to challenge the accuracy of PII should be directed to the following email address: studentprivacy@schools.nyc.gov or in writing to the Office of the Chief Information Officer, the Division of Instructional and Information Technology, New York City Department of Education, 335 Adams Street, Brooklyn NY 11201.

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Please select one option only:

☒ The Entity agrees to the procedure outlined above

☐ Other (You must explain below)

Click or tap here to enter text.

9. Security and Storage Protections

Describe where PII will be stored or hosted (check all that apply)

☒ Using a cloud or infrastructure owned tool hosted by a subcontractor

☐ Using an Entity-owned and/or internally hosted-solution

☐ No PII will be stored or hosted by Entity

☐ Other (you must explain below):

Click or tap here to enter text.

10. Describe the administrative, technical and/or physical safeguards to ensure PII will be protected and how the Entity will mitigate data privacy and security risks. (Please do so in a manner that ensures that disclosure of the description on NYC DOE's website will not compromise the security of the data or the Entity's security practices and protocols):

Data Security and Privacy Plan

Processor agrees that it will protect the security, confidentiality, and integrity of the Customer Data it receives from Customers in accordance with customer's Parents' Bill of Rights for Data Privacy and Security.

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

(a) To implement all state, federal, and local data security and privacy requirements, including those contained within this Data Security and Privacy Plan ("DSPP"), consistent with customer's data security and privacy policy, Processor will: Review its data security and privacy policy and practices to ensure they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event Processor's policy and practices are not in conformance, Processor will implement commercially reasonable efforts to ensure such compliance.

(b) As required by the NIST Cybersecurity Framework, to protect the security, confidentiality and integrity of the Customer Data that it receives under the MSA, Processor will have the following reasonable physical, administrative, and technical safeguards and practices in place throughout the term of the Agreement:
Data Security:

Processor ensures that both data-at-rest and data-in-transit (motion) is encrypted, and data leak protections are implemented.

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Information Protection Processes and Procedures:

Processor performs data destructions according to the terms set in contracts and agreements. Processor also possesses a vulnerability management plan that will be developed and implemented.

Protective Technology:

To ensure that network communications are protected, log/audit records are ascertained, implemented, documented, and reviewed according to Processor/District policy.

Identity Management, Authentication and Access Control:

Processor manages remote access through credentials and identities that are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users.

(c) If Processor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MSA, Processor 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.

11. Encryption

Pursuant to New York Education Law 2-d, PII must be encrypted while in motion and while at rest. By checking the box below, Entity agrees that PII will be encrypted using industry standard data encryption technology while Protected Information is in motion and at rest.

☒ Entity agrees that PII will be encrypted in motion and at rest using industry-standard data encryption technology.

☐ Other (you must explain below):

Click or tap here to enter text.

ATTACHMENT D - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Reference attached PowerSchool Data Privacy and Security Plan
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Reference attached PowerSchool Data Privacy and Security Plan
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Reference attached PowerSchool Data Privacy and Security Plan
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Reference attached PowerSchool Data Privacy and Security Plan
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	Reference attached PowerSchool Data Privacy and Security Plan
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Reference attached PowerSchool Data Privacy and Security Plan
7	Describe your secure destruction practices and how certification will be provided to the EA.	Reference attached PowerSchool Data Privacy and Security Plan
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Reference attached PowerSchool Data Privacy and Security Plan
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.

ATTACHMENT D(A) – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at https://www.nist.gov/cyberframework/new-framework. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	**Asset Management (ID.AM):** The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	Reference attached PowerSchool Data Privacy and Security Plan
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	Reference attached PowerSchool Data Privacy and Security Plan
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	Reference attached PowerSchool Data Privacy and Security Plan
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	Reference attached PowerSchool Data Privacy and Security Plan
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	Reference attached PowerSchool Data Privacy and Security Plan
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	Reference attached PowerSchool Data Privacy and Security Plan

Function	Category	Contractor Response
PROTECT (PR)	**Identity Management, Authentication and Access Control (PR.AC):** Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	Reference attached PowerSchool Data Privacy and Security Plan
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	Reference attached PowerSchool Data Privacy and Security Plan
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	Reference attached PowerSchool Data Privacy and Security Plan
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	Reference attached PowerSchool Data Privacy and Security Plan
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	Reference attached PowerSchool Data Privacy and Security Plan
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	Reference attached PowerSchool Data Privacy and Security Plan
DETECT (DE)	**Anomalies and Events (DE.AE):** Anomalous activity is detected and the potential impact of events is understood.	Reference attached PowerSchool Data Privacy and Security Plan
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	Reference attached PowerSchool Data Privacy and Security Plan
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	Reference attached PowerSchool Data Privacy and Security Plan

Function	Category	Contractor Response
RESPOND (RS)	**Response Planning (RS.RP):** Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	Reference attached PowerSchool Data Privacy and Security Plan
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	Reference attached PowerSchool Data Privacy and Security Plan
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	Reference attached PowerSchool Data Privacy and Security Plan
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Reference attached PowerSchool Data Privacy and Security Plan
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	Reference attached PowerSchool Data Privacy and Security Plan
RECOVER (RC)	**Recovery Planning (RC.RP):** Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	Reference attached PowerSchool Data Privacy and Security Plan
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	Reference attached PowerSchool Data Privacy and Security Plan
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	Reference attached PowerSchool Data Privacy and Security Plan

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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.

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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.

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

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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 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

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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,

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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.

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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 UNITERRUPTED 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

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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

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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

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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,

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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.