



Firm or Company: PowerSchool Holdings LLC PowerSchool Group LLC 150 Parkshore Dr Folsom CA 95630-4710	<h1>Purchase Order</h1>  ILLINOIS STATE UNIVERSITY <i>Illinois' first public university</i>		P.O. Number: PM022019 P.O. Date: 01/20/22 Terms: Net 30 FOB Point: Destination Req Number: 0055977 Ship by: 07/01/21		
Guidelines: 1. Show Purchase Order Number on all shipments and correspondence. 2. Do not include state, local or Federal Excise Taxes. ILLINOIS SALES TAX EXEMPTION ID NUMBER: E9991-3399 3. Inquiries, advice or changes must be sent to the Purchasing Department.	Ship To: Illinois State University Central Receiving PO# PM022019 2016 Warehouse Road Normal, IL 61790-1520		Invoice To: Illinois State University Purchasing Department Campus Box 1220 Normal, IL 61790-1220		
Special Instructions Per attached quote Q413967 and attached terms and conditions. ***REVISED PO DO NOT DUPLICATE***					
Description FY22 Naviance Solution Suite Contains: Naviance AchieveWorks (319 Students), Naviance College and Career Readiness Curriculum (319 Students), Naviance eDocs (319 Students), Naviance for High School (319 Students), Naviance Insights Premium (319 Students), Naviance Add on Alumni Tracker (1 per Building) Term: 1/24/2022-1/23/2023 Naviance Remote Consulting Term: 1/24/2022-1/23/2023 FY23 Naviance Solution Suite Term: 1/24/2023-1/23/2024	Part #	Quantity	Unit	Unit Price	Amount
		1		5,915.00	5,915.00
		18		200.00	3,600.00
		1		5,915.00	5,915.00
President Terri Goss Kinzy Signed By: 				Total \$15,430.00	
For more information, contact Zechariah Jacob at zojacob@ilstu.edu, 309-438-1942					



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-584640 - 8
 Quote Expiration Date: 31-JAN-2022

Prepared By:	Maggie Goldberg	Customer Contact:	Stacey Welter
Customer Name:	The Board of Trustees of Illinois State University	Title:	Business Manager
Enrollment:	319	Address:	100 S Fell Ave, Suite D Campus Box
Contract Term:	24 Months	City:	Normal
Start Date:	24-JAN-2022	State/Province:	Illinois
End Date:	23-JAN-2024	Zip Code:	61790
		Phone #:	(309) 438-7621

Product Description	Quantity	Unit	Extended Price
Initial Term 24-JAN-2022 - 23-JAN-2023			
License and Subscription Fees			
Naviance Solution Suite (University High School)	1.00	Each	USD 5,915.00

License and Subscription Totals: **USD 5,915.00**

Naviance Solution Suite Contains: Naviance AchieveWorks (319 Students), Naviance College and Career Readiness Curriculum (319 Students), Naviance eDocs (319 Students), Naviance for High School (319 Students), Naviance Insights Premium (319 Students), Naviance Add on Alumni Tracker (1 Per Building)

Professional Services and Setup Fees			
Naviance Remote Consulting	18.00	Hours	USD 3,600.00
Professional Services and Setup Fee Totals:			USD 3,600.00

Quote Total	
Initial Term	24-JAN-2022 - 23-JAN-2023
Payment Total	USD 9,515.00

Annual Ongoing Fees as of 24-JAN-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

Naviance Solution Suite (University High School)	1.00	Each	USD 5,915.00
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Annual Ongoing Fees Total: **USD 5,915.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be

valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa/>

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

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 19-JAN-2022

The Board of Trustees of Illinois State University
Signature:



Printed Name: Ernest Olson

Title: Director of Purchases

Date: 1/21/22



Amendment 1

This Amendment addresses amended and additional terms to be included into PowerSchool Main Services Agreement (the "Agreement"). Except as set forth in this Addendum, the Agreement, including the Quote #Q-584640-8, attached as Exhibit A, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. **3.3 Confidentiality.**

The following text is deleted from Section 3.3:

- a. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations.

The text deleted from Section 3.3 is replaced with the following:

- a. PowerSchool shall not use Customer's name in any written material including but not limited to: brochures, letters, and circulars.

2. **Fees and Taxes.**

The following is added following the last sentence of Section 5:

Notwithstanding the above, all amounts, including but not limited to interest and/or late charges owed by Customer pursuant to the applicable PowerSchool quote shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

3. **11.1 Term**

The following is added following the last sentence of Subsection 11.1:

Notwithstanding the above, the term of the contract (including original and renewal terms) shall not exceed ten (10) years in total. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University signed document and/or University purchase order.

4. **14.1. Governing Law.**

Section 14.1 is deleted in its entirety and replaced with the following:

Governing Law; Forum. The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the State of Illinois and controlling United States federal law, without regard to the choice-of-law rules of any jurisdiction. The Parties hereby consent to the exclusive jurisdiction and venue of the courts located in McLean County, Illinois, for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service.

Miscellaneous Terms

1. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof.



2. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.
3. Consideration. As consideration for this Amendment by and between the Parties as set forth herein, PowerSchool agrees to issue invoices pursuant to the Agreement and identified in this Amendment as the Future Term Payments (“Consideration”).
4. Release. By this Agreement, School hereby fully and forever releases and discharges PowerSchool, and its representatives, agents, heirs, executors and assigns, and current and former officers, contractors, directors, managers, employees, shareholders, attorneys, affiliates, subsidiaries and predecessor companies, successors and assigns (the “Released Parties”), and each of them, separately and collectively, from any claims, duties, obligations, causes of action, losses, agreements, grievances or debts relating to any matters of any kind or nature whatsoever, whether at law or in equity, fixed or contingent, presently known or unknown, suspected or unsuspected, contingent or non-contingent, that School, as applicable, has ever had, now has, or may have in the future against any of the Released Parties, relating to or arising from the Agreement. Notwithstanding the foregoing, any other agreements between the Parties not a part of the Agreement and this Amendment will survive and are not terminated or released.
5. Non-disparagement. School agrees and covenants that it, its officers, employees and agents will not at any time make, publish, or communicate to any person or in any public forum any disparaging or defamatory remarks, comments, or statements concerning PowerSchool or its products, services, shareholders, officers, directors or employees. This Amendment does not, in any way, restrict or impede School, or its officers, employees and agents from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law, provided that such compliance does not exceed that required by any such law.
6. Severability. If any provision of this Amendment is held to be invalid, void or unenforceable, the balance of the provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated.
7. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
8. No Construction Against Drafter. No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
9. The Agreement continues in full force and effect as modified herein.
10. The Parties agree that the terms of this Amendment and the Agreement shall apply to any RepVisits and SendEdu services pursuant to the Agreement.

[SIGNATURE PAGE FOLLOWS]



POWERSCHOOL GROUP LLC

THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY

DocuSigned by:
Signature: Philip Radmilovic
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Signature: EO

Printed Name: Philip Radmilovic

Printed Name: Ernest Olson

Title: VP Treasurer

Title: Director of Purchases

Date: 1/21/2022

Date: 1/21/22

Vendor Terms and Acknowledgements

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Terms in any subcontract used in the performance of the contract.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section upon reasonable request of the State by the date specified by the State once per calendar year each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
4. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
5. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
6. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60.

7. Vendor acknowledges that between the Parties neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.
8. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
9. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
10. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
11. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
12. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
13. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
14. Nondiscrimination: Vendor agrees that it will comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this Agreement.
15. Export Control Vendor acknowledges the University's policy regarding export control as follows:
 - a. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - b. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

17. Vendor acknowledges that this contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace – If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. Vendor is compliant with WCAG 2.0 AA, an industry standard for accessibility.
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and

related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.

30. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.
31. Review / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any reasonable requests related to such review and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. Vendor's proprietary, trade secret, and other non-public and/or confidential information unrelated to the financial aspects of this Agreement are specifically excluded from this provision unless otherwise expressly required by applicable law.
32. Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. In the event that funds are not appropriated, the University may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated.
33. Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.
34. Vendor acknowledges that Illinois State University shall not be required to maintain any type of insurance for the Vendor's Benefit.
35. Vendor Agrees that it shall not use of the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University.

[SIGNATURE PAGE FOLLOWS]

POWERSCHOOL GROUP LLC

DocuSigned by:
Signature: Philip Radmilovic
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Printed Name: Philip Radmilovic

Title: VP Treasurer

Date: 1/21/2022



MAIN SERVICES AGREEMENT

January 1, 2021 version

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

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. "*Agreement*" means this Main Services Agreement and all referenced exhibits.

1.3. "*Customer*" means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

1.4. "*Customer Data*" means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

1.5. "*De-identified Data*" means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

1.6. "*Documentation*" means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

1.7. "*Embedded Applications*" means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

1.8. "*Hosting Services*" means the hosting of the Customer's on-premises Subscription Service(s) and Embedded Applications by PowerSchool or its hosting providers from a server farm that is comprised of application, data, and remote access servers used to store and run the PowerSchool Product(s) and Embedded Applications, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

1.9. "*Intellectual Property Rights*" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.10. "*Licensed Site(s)*" means the internet address of the web-based, PowerSchool Products(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their



third-party vendor listed on a PowerSchool Quote.

1.11. "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s).

1.12. "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

1.13. "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive,
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive,
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.15. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.16. "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

1.17. "Provincial Reporting Code" or "PRC" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.18. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references the applicable agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties.

1.19. "SaaS" means the acronym for the phrase "software as a service."

1.20. "Services" means any combination of the following: a) on-premises Hosting Services, and/or b) Professional Services.

1.21. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.22. "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications. Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool; or in servers on the Customer's premises as identified on the applicable Quote.

1.23. "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

1.24. "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.25. "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

1.26. "Term" means the duration of the Agreement as described in section 11.1.

1.27. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third-Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software.

1.28. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s).

1.29. "User(s)" means individuals authorized by the Customer who access PowerSchool Product(s). User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).



2. POWERSCHOOL PRODUCT SUBSCRIPTION. The type of subscription applicable to Customer will be specified in the Quote.

2.1 SUBSCRIPTION SERVICE(S). Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Service(s) available to the Customer and for the contracted quantity at each Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Service(s) to Customer and User(s), and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Service(s) available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in Section 14.3.2 (Force Majeure), internet service provider failure or delay, Third-Party Software, or denial-of-service attack; and (d) provide the Services in accordance with PowerSchool's policies, existing laws, and government regulations applicable to PowerSchool's provision of its Subscription Service(s) to its customers generally (i.e., without regard for Customer's particular use of the Subscription Service(s)). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.2 On-Premises Subscription. Where the Customer contracts for an on-premises deployment of a Subscription Service(s), PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service(s) specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote as set forth in **Section 7** (Pricing, Enrollment Increases) of this Agreement. As part of the Subscription Service(s), PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Subscription Service(s) will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer

herein are expressly reserved by PowerSchool.

2.3 Restrictions on Subscription Service(s). Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent.

2.3.1 Customer will use the PowerSchool Product(s) only for the internal purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data, or the data of any other PowerSchool Customer.

2.3.2 In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites; or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3.3 Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise;



(c) write or develop any derivative works based upon the PowerSchool Product(s). To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights.

PowerSchool alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

3.2 Trademarks. The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data. PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations



that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer Confidential Information" means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Public Record Act. Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will 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.

3.5 Customer Data Security and Privacy. PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

3.6 Use of Feedback. Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s).

4. SUPPORT AND OTHER SERVICES. As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#).

5. FEES AND TAXES. Customer agrees to pay PowerSchool, in accordance with payment

terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, 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. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE. Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. 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. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In



the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes; fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Products(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

9. LIMITED WARRANTY.

PowerSchool warrants that the media on which Subscription Service(s) is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Customer's exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Service(s) during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Service(s), and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Service(s). For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

10. DISCLAIMER OF OTHER WARRANTIES.

POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the later of five (5) years from the Effective Date; or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement.

11.2 Subscription Term. The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

11.3 Suspension. PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where 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.

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of **Section 3** could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.5 No Termination for Convenience. Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

11.6 Termination for Non-Appropriation. 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 PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at



least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non- appropriation of funds.

11.7 Effects 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 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

13. INDEMNIFICATION.

13.1. Indemnification by PowerSchool.

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are 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 paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s).

13.2. Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

14. GENERAL PROVISIONS

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer

Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

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 PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate



information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, 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, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.6 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.7 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.8 Notices. All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. 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: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

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 in like manner.

14.9 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; 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 person 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, executors, administrators, heirs and permitted assignees.

14.10 Facilities. Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.11 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nationwide 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.

14.12 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.13 U.S. Government Restricted Rights. PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

14.14 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.15 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.16 Security. 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 PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification.

14.17 Entire Agreement. 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 discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The



terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.



EXHIBIT A

SUPPORT POLICY

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Errors” means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.2 “Fix” means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.3 “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement,

1.4 “New Version” means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

1.5 “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

1.6 “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool’s place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current



support subscription).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.



4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

5. **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.

6. **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.

7. **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.



EXHIBIT C

HOSTING SERVICES POLICY

1. Term; Fees. Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS.

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services.



EXHIBIT D

DATA PRIVACY AND SECURITY

1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. PowerSchool Materials.** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, “**PowerSchool’s Pre-existing Intellectual Property**”) will remain PowerSchool’s property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently.
- 1.2. Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data.
- 1.3. Ownership.** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool’s Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer.
- 1.4. Compliance.** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor.
- 1.4.1. Canada.** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.
- 1.4.2. United States.** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include



personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.

1.4.3. European Union. For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).

1.4.4. United Kingdom. For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.

1.4.5. Switzerland. For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

1.5. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).

1.6. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.

1.7. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.



1.8. PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless: (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work; (ii) such disclosure is permitted under applicable privacy laws; and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure.

2. Return and Disposition of Data.

- 2.1.** Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2.** Partial Disposal During Term of this Agreement. Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3.** Complete Disposal Upon Termination of this Agreement. Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4.** Transfer to Succeeding Vendor Upon Termination. Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon



as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
 - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
 - 3.6. **Sub-processors Bound.** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
 - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
 - 3.8. PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.



- 4. Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a “**Breach**”), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
- 5. Breach Process.** In the event of a Breach, PowerSchool will follow the following process:

 - 5.1.** The security breach notification will be written in plain language, will be titled “Notice of Data Breach,” and will present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - 5.2.** The security breach notification described above in **Section 4.1** will include, at a minimum, the following information:

 - 5.2.1. The name and contact information of Customer’s Designee or his/her designee for this purpose.
 - 5.2.2. A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach.
 - 5.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 5.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5.2.5. A general description of the Breach, if that information is possible to determine at the time the notice is provided.
 - 5.3.** PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
 - 5.4.** PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 5.5.** If Customer requests PowerSchool’s assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether



such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above.

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant.

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing.



EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third-party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all



modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.

c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer’s use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer’s state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer’s state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however,



PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Community Unit School District 300

and

Provider

PowerSchool Group LLC

Date

May 17, 2021

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

[Community Unit School District 300], located at [2550 Harnish Dr., Algonquin, IL 60102] (the “**Local Education Agency**” or “**LEA**”) and
[PowerSchool Group LLC], located at [150 Parkshore Drive Folsom, CA 95630] (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

A

2. **Special Provisions. Check if Required**

- If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
- If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
- If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jennifer Porter Title: Chief Financial Officer

Address: 2550 Harnish Drive, Algonquin, IL 60102

Phone: 847-551-8300 Email: jennifer.porter@d300.org

The designated representative for the Provider for this DPA is:

Name: Darron Flagg Title: General Counsel

Address: 150 Parkshore Drive, Folsom, CA 95630

Phone: 877-873-1550 Email: legal@powerschool.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Community Unit School District 300

By: *Susan Harkin* Date: 05/20/2021
A3BB358670FE4AD718B86C5B0A2FAD86 contractworks.

Printed Name: Susan Harkin Title/Position: Chief Operating Officer

Provider: PowerSchool Group LLC

By: *Philip Radmilovic* Date: 5/20/2021
DocuSigned by: 170B9E005E66422...

Printed Name: Philip Radmilovic Title/Position: VP Treasurer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT A

DESCRIPTION OF SERVICES

BusinessPlus: BusinessPlus helps business managers, CFO's, and HR staff manage complex business processes, employees, and workflows, and provides district staff the ability to manage budget, make important allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integrated solution. BusinessPlus is used by larger districts (25K+ enrollment) with extremely complex and highly configurable and customizable workflows and other business functions.

Ecollect: Ecollect digitizes forms to support district initiatives.

eFinancePlus: eFinancePlus helps business managers and HR staff manage complex business processes and workflows making it easier to process departmental tasks across various functions. eFinancePlus lets district staff manage budget, make allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integration solution.

Enrollment (fka Registration): 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 multi-tenant cloud-based web application.

Enrollment Express: Enrollment Express is a student enrollment management system inside SIS.

eSchoolPlus: eSchoolPlus SIS solution provides functionality across PowerSchool solutions empowering users 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.

iNOW SIS: iNOW SIS combines the capabilities of a SIS, LMS, app store, and prescriptive learning engine into one comprehensive student platform.

Naviance: 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.

Performance Matters Analytics: Performance Matters Analytics provides more insights into school and district performance to identify, monitor and improve student performance. Dashboards provide access to the data needed by customers related to their schools, district and students.

Performance Matters Assessment: Performance Matters Assessment offers a districtwide assessment product for curriculum teams to build student assessments for use across schools. Performance Matters Assessment delivers easy scoring methods, consistent assessment across schools, and student learning data.

PowerSchool SIS: Our 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.

Schoology LMS: Schoology LMS provides learning management, assessment, and professional development all in one integrated platform.

Special Education: Special Education 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.

Unified Classroom: Unified Classroom is a comprehensive software solution that eliminates traditional technology silos (gradebook, LMS, assessment, analytics, student information, and special education)—empowering teachers to manage the entire instructional process more efficiently and from anywhere.

Unified Insights (aka Hoonuit): 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.

Unified Talent: PowerSchool Unified Talent solution gives schools, districts, and boards the tools to attract, hire, support, develop, and retain talent, including: (i) use research-backed hiring tools to quickly find the right educators and staff; (ii) tailoring professional learning with student achievement insights and performance evaluations to maximize growth and teacher retention; (iii) empowering HR staff with a full suite of flexible tools to streamline and automate everyday processes so they can focus on what matters; and (iv) an ability to scale with the customer's existing systems and processes.

Exhibit B

Schedule of Data

Ecollect

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homerroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information - Please specify:	x
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	x
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	x
	Student bus card ID number	
	Other transportation data-Please specify:	x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Ecollect Forms' forms are customizable, so the customer can collect whatever data they want.

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Enrollment (fka Registration)

Category of Data	Element	Check if used	
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x	Ex: browser user agent string, selected language
	Other application technology meta data-Please specify:	x	
Application Use Statistics	Meta Data on user interaction with application	x	
Assessment	Standardized test Scores		
	Observation Data		
	Other assessment data-Please specify:		
Attendance	Student School (daily) attendance data		
	Student class attendance data		
Communications	Online Communications that are captured (emails, blog entries)	x	
Conduct	Conduct or behavioral data		
Demographics	Date of Birth	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Place of Birth	x	
	Gender	x	
	Ethnicity or race	x	
	Language information (native, or primary language spoken by student)	x	
	Other demographic information-Please specify:	x	
Enrollment	Student School Enrollment	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student grade level	x	
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation	x	
	Other enrollment information - Please specify:	x	
Parent/Guardian Contact information	Address	x	
	Email	x	
	Phone	x	
	Parent ID number (created to link parents to students)	x	
	First and/or Last	x	
Schedule	Student scheduled courses		
	Teacher names		
Special indicator	English Language Learner information	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Low income status	x	
	Medical alerts/health data	x	
	Student disability information	x	
	Specialized education services (IEP or 504)	x	
	Living situations (Homeless/foster care)	x	
	Other indicator information-Please specify:	x	
Student Contact information	Address	x	
	Email	x	
	Phone	x	
	Local (school district) ID number	x	
	State ID number	x	
Student Identifiers	Provider/App assigned student ID number	x	
	Student app username		
	Student app password		
Student Name	First and/or Last	x	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		
Student program membership	Academic or extracurricular activities a student may belong to or participate in		
Student survey responses	Responses to surveys or questionnaires		
Student Work	Student generated content; writing, pictures, etc.	x	Ex: essay or artwork for an application
	Other student work data -Please specify:		
Transcript	Student course grades		
	Student course data		
	Student course grades/ performance scores		
	Other transcript data-Please specify:		
Transportation	Student bus assignment		Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student pick up and/or drop off location	x	
	Student bus card ID number		
	Other transportation data-Please specify:	x	
Other	Please list each additional data element used, stored, or collected by your application:	x	Enrollment's forms are customizable, so the customer can collect whatever data they want.
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

Enrollment Express

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	
		x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information - Please specify:	
	x	
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	
	x	
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	
	Student app password	
	Student Name	First and/or Last
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	x
	Student bus card ID number	
	Other transportation data-Please specify:	
		x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Enrollment Express's forms are customizable, so the customer can collect whatever data they want.

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eSchoolPlus SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	x
Attendance	Other assessment data-Please specify:	x
	Student School (daily) attendance data	x
Communications	Student class attendance data	x
	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information-Please specify:	x
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	x
Parent/Guardian Contact information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	x
	Teacher names	x
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
Other indicator information-Please specify:	x	
Student Contact information	Address	x
	Email	x
Student Identifiers	Phone	x
	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app password	x
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	x
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify:	x
Transportation	Student bus assignment	x
	Student pick up and/or drop off location	x
	Student bus card ID number	x
	Other transportation data-Please specify:	x
Other	Please list each additional data element used, stored, or collected by your application:	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

things like browser version, browser user agent string and selected language are read but not stored or collected

could be a district defined field

hashed

could be a district defined field
could be a district defined field

iNOW SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	
	Other assessment data-Please specify:	POSSIBLE
Attendance	Student School (daily) attendance data	X
	Student class attendance data	X
Communications	Online Communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	POSSIBLE
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	X
	Year of graduation	X
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	X
	Email	X
	Phone	X
	Parent ID number (created to link parents to students)	X
	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special indicator	English Language Learner information	X
	Low-income status	POSSIBLE
	Medical alerts/health data	X
	Student disability information	POSSIBLE
	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	POSSIBLE
	Other indicator information-Please specify:	
Student Contact information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (school district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	POSSIBLE
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	POSSIBLE
Student program membership	Academic or extracurricular activities a student may belong to or participate in	POSSIBLE
Student survey responses	Responses to surveys or questionnaires	POSSIBLE
Student Work	Student generated content; writing, pictures, etc.	POSSIBLE
	Other student work data -Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/ performance scores	X
	Other transcript data-Please specify:	
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	POSSIBLE
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Naviance

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	x
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	x
	Date of Birth	x
Demographics	Place of Birth	
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify: citizenship	x
	Student School Enrollment	x
Enrollment	Student grade level	
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	x
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	x
Special indicator	English Language Learner information	
	Low income status	x
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app password	x
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify: full PDF transcripts with any transcript content included by each school/district	x
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: academic summary (GPA, rank, decile), school/district defined student group membership, alumni enrollment in HE institutions (NSC), college interests (search criteria, colleges of interest), college applications (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career interests, career prep (resume, work based learning opportunities), self discovery assessment results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes)	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Performance Matters

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	No
	Other assessment data-Please specify:	X
Attendance	Student School (daily) attendance data	*
	Student class attendance data	*
Communications	Online Communications that are captured (emails, blog entries)	No
Conduct	Conduct or behavioral data	*
Demographics	Date of Birth	*
	Place of Birth	No
	Gender	*
	Ethnicity or race	*
	Language information (native, or primary language spoken by student)	*
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	X
	Student grade level	X
	Homerroom	X
	Guidance counselor	*
	Specific curriculum programs	*
	Year of graduation	*
	Other enrollment information - Please specify:	All enrolled classes are captured: Teacher, Course Name, Section Name
Parent/Guardian Contact information	Address	*
	Email	*
	Phone	*
	Parent ID number (created to link parents to students)	*
	First and/or Last	*
Schedule	Student scheduled courses	X
	Teacher names	X
Special indicator	English Language Learner information	*
	Low income status	*
	Medical alerts/health data	*
	Student disability information	*
	Specialized education services (IEP or 504)	*
	Living situations (Homeless/foster care)	*
	Other indicator information-Please specify:	
Student Contact information	Address	*
	Email	No
Student Identifiers	Phone	No
	Local (school district) ID number	X
	State ID number	*
	Provider/App assigned student ID number	X
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student program membership	Academic or extracurricular activities a student may belong to or participate in	No
Student survey responses	Responses to surveys or questionnaires	*
Student Work	Student generated content; writing, pictures, etc.	*
	Other student work data -Please specify:	
Transcript	Student course grades	*
	Student course data	*
	Student course grades/ performance scores	*
	Other transcript data-Please specify:	*
Transportation	Student bus assignment	No
	Student pick up and/or drop off location	No
	Student bus card ID number	No
	Other transportation data-Please specify:	No
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

X = Used
 * Not required but can be send by district. Decision point by district to choose to share this data element or not for reporting against student measures

PowerSchool SIS

Category of Data	Element	Check if used	
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x	
	Other application technology meta data-Please specify:	x	browser and browser version
Application Use Statistics	Meta Data on user interaction with application	x	Track date and time of access, IP address by user to detect changes in usage patterns
Assessment	Standardized test Scores	x	possible state extensions
	Observation Data	x	
	Other assessment data-Please specify:	x	
Attendance	Student School (daily) attendance data	x	possible state extensions
	Student class attendance data	x	Possible state extensions
Communications	Online Communications that are captured (emails, blog entries)	x	
Conduct	Conduct or behavioral data	x	possible state extensions
Demographics	Date of Birth	x	
	Place of Birth	x	
	Gender	x	
	Ethnicity or race	x	some state specific solutions
	Language information (native, or primary language spoken by student)	x	varies by state
	Other demographic information-Please specify:	x	student photo
Enrollment	Student School Enrollment	x	some states support concurrent enrollment
	Student grade level	x	
	Homeroom	x	some state specific solutions
	Guidance counselor	x	
	Specific curriculum programs		
	Year of graduation	x	
	Other enrollment information - Please specify:	x	District Entry Date, Entry Grade Level, Exit Code
Parent/Guardian Contact information	Address	x	
	Email	x	
	Phone	x	
	Parent ID number (created to link parents to students)	x	
	First and/or Last	x	
Schedule	Student scheduled courses	x	
	Teacher names	x	
Special indicator	English Language Learner information	x	varies by state
	Low income status	x	varies by state
	Medical alerts/health data	x	
	Student disability information	x	possible state extensions
	Specialized education services (IEP or 504)	x	varies by state
	Living situations (Homeless/foster care)	x	varies by state
Other indicator information-Please specify:			
Student Contact information	Address	x	
	Email	x	
Student Identifiers	Phone	x	
	Local (school district) ID number	x	
	State ID number	x	
	Provider/App assigned student ID number	x	
	Student app username	x	
	Student app password	x	
Student Name	First and/or Last	x	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x	possible state extensions
Student survey responses	Responses to surveys or questionnaires	x	
Student Work	Student generated content; writing, pictures, etc.	x	
	Other student work data -Please specify:	x	
Transcript	Student course grades	x	
	Student course data	x	
	Student course grades/ performance scores	x	
	Other transcript data-Please specify:	x	
Transportation	Student bus assignment	x	
	Student pick up and/or drop off location		Application is customizable, but this is not collected in the core product
	Student bus card ID number		Application is customizable, but this is not collected in the core product
	Other transportation data-Please specify:		Application is customizable, but this is not collected in the core product
Other	Please list each additional data element used, stored, or collected by your application:	x	fee balance
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

Schoology LMS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	x
	Other assessment data-Please specify:	x
Attendance	Student School (daily) attendance data	
	Student class attendance data	x
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	x
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	x
	Student grade level	
	Homeroom	x
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
Parent/Guardian Contact information	Other enrollment information - Please specify:	
	Address	
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
Schedule	First and/or Last	x
	Student scheduled courses	x
Special indicator	Teacher names	x
	English Language Learner information	
	Low income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
Student Contact information	Other indicator information-Please specify:	
	Address	
	Email	x
Student Identifiers	Phone	x
	Local (school district) ID number	x
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	x
Student Name	Student app password	x
	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Special Programs/Special Education

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	X
	Student grade level	X
	Homerroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
Other enrollment information - Please specify:		
Parent/Guardian Contact information	Address	X
	Email	X
	Phone	X
	Parent ID number (created to link parents to students)	
	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	X
Special indicator	English Language Learner information	X
	Low income status	
	Medical alerts/health data	
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	X
Other indicator information-Please specify:	Migrant status	
Student Contact information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (school district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student program membership	Academic or extracurricular activities a student may belong to or participate in	X
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
Other transcript data-Please specify:		
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Classroom

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	x
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	x
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	x
	Phone	x
	Parent ID number (created to link parents to students)	x
	First and/or Last	x
Schedule	Student scheduled courses	x
	Teacher names	x
Special indicator	English Language Learner information	
	Low income status	
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact information	Address	
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	x
	Student app password	x
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Insights - Hoonuit

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	x
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	x
	Student class attendance data	x
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
Enrollment	Other demographic information-Please specify:	x
	Student School Enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	x
	Year of graduation	x
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	
	Phone	
	Parent ID number (created to link parents to students)	
	First and/or Last	
Schedule	Student scheduled courses	x
	Teacher names	x
Special indicator	English Language Learner information	x
	Low income status	x
	Medical alerts/health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	x
	Living situations (Homeless/foster care)	x
	Other indicator information-Please specify:	
Student Contact information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (school district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
Student Name	First and/or Last	x
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	x
Student survey responses	Responses to surveys or questionnaires	x
Student Work	Student generated content; writing, pictures, etc. Other student work data -Please specify:	
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
Transportation	Other transcript data-Please specify:	
	Student bus assignment	x
	Student pick up and/or drop off location	x
	Student bus card ID number Other transportation data-Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Talent

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	x
Assessment	Standardized test Scores	
	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communications	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact information	Address	
	Email	
	Phone	
	Parent ID number (created to link parents to students)	
	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special indicator	English Language Learner information	
	Low-income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
Other indicator information-Please specify:		
Student Contact information	Address	
	Email	
	Phone	
Student Identifiers	Local (school district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app password	
Student Name	First and/or Last	
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student program membership	Academic or extracurricular activities a student may belong to or participate in	
Student survey responses	Responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data-Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data-Please specify:	
Other	List each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive: **All SOPPA covered information by definition in SOPPA.**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows: **labschools@ilstu.edu** should be contacted to determine the appropriate method of transfer. Following disposition of data, the provider is still required to destroy data.

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Community Unit School District 300 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: legal@powerschool.com.

PROVIDER Signed by PowerSchool Group LLC

BY: Philip Radmilovic Date: 5/20/2021
170B9E005E66422...

Printed Name: Philip Radmilovic Title/Position: VP Treasurer

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Community Unit School District 300 and PowerSchool Group LLC

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: EO Date: 1/21/22

Printed Name: Ernest Olson Title/Position: Director of Purchases

SCHOOL DISTRICT NAME: The Board of Trustees of Illinois State University

DESIGNATED REPRESENTATIVE OF LEA:

Name: Ernest Olson

Title: Director of Purchases

Address: 100 S. Fell Ave, Suite D, Normal IL, 61790-1220

Telephone Number: 309-438-1946

Email: ISUPurchasing@ilstu.edu

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input checked="" type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between
Community Unit School District 300

(the "Local Education Agency" or "LEA") and PowerSchool Group LLC (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
IL-NDPA version 1.0a

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

618-1/4715859.1

Notwithstanding anything contrary in the DPA or other exhibits thereto, LEA and Provider agree to the following terms and modifications:

1. With respect to the DPA's **STANDARD CLAUSES**:

1.1. **Article II, ¶ 3 (Separate Account)** is hereby stricken in its entirety.

1.2. **Article II, ¶ 5 (Subprocessors)** is amended by striking "in a manner no less stringent than the terms of this DPA" and replacing it with "in a manner no less stringent than the material terms of this DPA."

1.3. **Article IV, ¶ 2 (Authorized Use)** is stricken and replaced as follows: "The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A, as stated in the Service Agreement, and as otherwise permitted under applicable laws."

1.4. **Article IV, ¶ 5 (De-Identified Data)** is amended as follows:

1.4.1. By adding the following sentence after the second sentence in the paragraph: "Provider may also use De-Identified Data for any other purposes allowed under applicable laws."

1.4.2. By removing the second to last sentence in the paragraph beginning with "Except for Subprocessors" and replacing it with: "Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any third party unless that party agrees in writing not to attempt re-identification."

1.5. **Article V, ¶ 2 (Audits)** is stricken in its entirety and replaced with the following:

"Provider will make available to LEA, as soon as possible following the date hereof and at least once every calendar year thereafter, Provider's ISO/IEC 27001 Statement of Applicability (the "**SOA**"), ISO 27001 certificate issued by the relevant certification body, or equivalent documents relative to an accepted alternative security program and relative to the applicable product or services."

1.6. **Article V, ¶ 3 (Data Security)** is stricken and replaced as follows:

"The Provider agrees to utilize commercially reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider's cybersecurity program is aligned with the nationally recognized standard(s) selected in Exhibit "F", subject to appropriate exclusions, variations, or exemptions as determined by Provider. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions."

- 1.7. **Article V, ¶ 4 (Data Breach)**, the phrase “within seventy-two (72) hours of confirmation of the incident” is replaced with “within the most expedient time possible and without unreasonable delay, but no later than five (5) calendar days after the determination that a breach has occurred.”
- 1.8. **Article VII, ¶ 4 (Entire Agreement)** is amended by adding the following to the end of the paragraph:
 “Notwithstanding anything to the contrary herein, the total and aggregate liability and indemnity obligations of either Party under this DPA is and shall remain subject to the exclusions, limitations of liability and indemnity provisions set out in the applicable Service Agreement. Provider may bill LEA for reasonable costs in connection with responding to any LEA requests under this DPA (e.g., data access, deletion or disclosure, informational requests); provided that Provider provides an estimate of such costs to LEA in advance and receives written approval from LEA (which written approval may be via e-mail).”
2. With respect to the DPA’s **Exhibit C (Definitions)**:
- 2.1. The definitions of “Operator” and “Targeted advertising” are stricken and replaced with the definition set forth in 105 ILCS 85 (the Student Online Personal Protection Act, as amended (“SOPPA”).
- 2.2. The definition of “Provider” is stricken and replaced with “means the party identified as ‘Provider’ in the DPA.”
- 2.3. Notwithstanding the definitions provided for “Educational Records”, “Student Generated Content” and “Student Data”, they shall be construed consistently with and not to exceed the scope of how such terms (or substantially similar terms) are defined under applicable laws, including FERPA ((for “Student Generated Content”), SOPPA (for “covered information”), and ISSRA (as defined in **Exhibit G**) (for “school student records”).
3. With respect to the DPA's **Exhibit G (Supplemental SDPC State Terms for Illinois)**:
- 3.1. **Ex. G, ¶ 4 (Limitations on Re-Disclosure)** is hereby stricken in its entirety and replaced with the following:
 “The Provider shall not re-disclose Student Data to any third party who is not a Subprocessor without the express written permission of the LEA or pursuant to a court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, MHDDCA, or other applicable law. Provider will not sell or rent Student Data. In the event a third party who is not a Subprocessor, including law enforcement or a government entity, contacts the Provider with a request or court order for Student Data in the possession of the Provider, the Provider shall redirect such third party to seek the data directly from the LEA unless the court order is served on the Provider, in which case the Provider will use reasonable efforts to ask the requestor to re-serve the court order on the LEA. In the event the Provider is compelled to produce Student Data to a third party in compliance with a court order, Provider shall notify the LEA, if permitted by law, at least seven (7) school days in advance of the court ordered disclosure, unless the Provider is not afforded with the same time period, in which case, the Provider shall notify the LEA as soon as reasonably practicable, and, upon request, provide the LEA with a copy of the court order requiring such disclosure if permitted by law.
- 3.2. **Ex. G, ¶ 10 (Reimbursement of Expenses Associated with Security Breach)** is amended by striking the first paragraph of ¶ 10 (beginning with “In the event” and ending with “expenses associated with”) and replacing it with the following:
 “In the event of a Security Breach that is attributable to the Provider, subject to the limitation of liability set forth in the Service Agreement, the Provider shall reimburse and indemnify the LEA for

any and all reasonable costs and expenses that the LEA actually incurs in investigating and remediating the Security Breach, including:”

Subsections a through d shall remain intact.

3.3. **Ex. G, ¶ 13 (Subcontractors)** is stricken and replaced as follows:

“To the extent required by applicable law, the Provider shall provide the LEA with a list of any third party Subprocessors to whom Student Data is disclosed or a link to a page on the Provider’s website that clearly lists all Subprocessors to whom Student Data is or will be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).”

The foregoing terms and modifications shall take precedence and supersede the DPA or other exhibits thereto in all respects.