

**SOFTWARE SERVICES AGREEMENT WITH STUDENT DATA
BETWEEN POWERSCHOOL GROUP, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement with Student Data ("Agreement") is entered into as of the 30th day of September, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the "District") and PowerSchool Group, LLC (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of June 15, 2025, and shall continue through and including July 31, 2026, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of section 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within thirty (30) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

2. Deliverables and Purchase Price.

- 2.1. The Contractor's responsibility under this Agreement is to provide its software as a service for use in the District in accordance with that as set forth in the following exhibits (hereinafter the "Services"):
- 2.2. The Contractor's responsibility under this Agreement is to provide its software as a service for use in the District in accordance with that as set forth in the following exhibits (hereinafter the "Services"):
 - 2.2.1. Exhibit B-1 for BusinessPlus, Allovue, Unified Talent Suite, Smart Find Express, and Professional Learning (Contractor's Quote Q-200849-1), hereby attached and made part of this Agreement.

- 2.2.1.1. The total cost for all Services under this contract as set forth on the attached Exhibit B-1, shall not exceed Three Hundred Fifty-Nine Thousand, Four Hundred Eighty-Four Dollars and Twenty-Nine Cents (\$359,484.29), due and payable thirty (30) days from receipt of Contractor's invoice.
 - 2.2.1.2. The District's responsible individuals for these products are the Executive Director of Finance (BusinessPlus, Allovue), Chief of Staff (Unified Talent Suite, Smart Find Express), and Chief Institutional Effectiveness Officer (Professional Learning).
- 2.2.2. Exhibit B-5 for School Messenger (Contractor's Quote Q-66222-1), hereby attached and made part of this Agreement
 - 2.2.2.1. The total cost for all Services under this contract as set forth on the attached Exhibit B-5, shall not exceed Seventy-Seven Thousand Six-Hundred Eighty-Five Dollars and Six Cents (\$77,685.06), due and payable thirty (30) days from receipt of Contractor's invoice.
 - 2.2.2.2. The District's responsible individual for this product is the Executive Director of Communication.
- 2.3. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.
- 2.4. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
 - 2.4.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 2.4.2. District issued purchase orders are required for purchases greater than \$5,000.00.
 - 2.4.3. Services provided by Contractor without conforming to sections 2.1, 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 2.4.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
- 2.5. **Invoicing.** Contractor will provide invoices for the Services at the rates specified in Exhibits B-1, B-2, B-3, and B-4. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the

District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.

- 2.5.1. Invoices will be paid within thirty (30) days following the District representative's approval.
 - 2.5.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.
 - 2.5.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
 - 2.5.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The service provider must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.
- 2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.
- 2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of

Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.9. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Student Records and Data.** The Contractor shall store and process confidential student records and information in accordance with its Standard Data Privacy Agreement, incorporated into this agreement as Exhibit C.

3.1. The District is responsible for establishing a valid legal basis for the processing of Personal Data, including obtaining all necessary informed and voluntary consents from data subjects or, where applicable, verified consent from parents or guardians of minor children, as required by law. The District represents and warrants that it has obtained all such consents and authorizations necessary to permit the Contractor to process Personal Data as District Data in accordance with this Agreement.

4. **Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, Contractor SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND Contractor AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. District MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

5. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

- 5.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.
- 5.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
6. **Accessibility.** The Contractor shall comply with, and the Services provided under this agreement shall be in compliance with, all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
 - 6.1. The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) under Section 508 of the Rehabilitation Act. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services.
 - 6.2. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
 - 6.3. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
 - 6.4. The Contractor shall not share passwords, codes, credentials or user accounts with others.
 - 6.5. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

- 6.6. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
7. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
8. **Independent Contractor.**
 - 8.1. Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.
 - 8.2. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.
 - 8.3. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.
 - 8.4. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.
9. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national

origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

10. **Individuals Providing Services for Contractor Under this Agreement.** The Contractor shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child-related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Contractor submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement. Removal of a specific person(s) will not relieve the Contractor from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.
 - 10.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.
11. **Conflict of Interest.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest.
12. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
13. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

14. Notices and Communications. All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Strategic Sourcing & Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

PowerSchool Group, LLC
Attn: General Counsel
150 Parkshore Drive
Folsom, CA 95630
Email: legalnotices@powerschool.com

15. Insurance.

Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A-VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 18 shall not reduce the indemnification liability that Contractor has assumed in section 19.

Contractor shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Upon District's request, Contractor agrees to include District as a certificate holder on its Certificate of Insurance.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss \$1,000,000 (but not to exceed \$5,000,000 per each claim or Wrongful Act)
- Aggregate \$3,000,000 (but not to exceed \$5,000,000 in the aggregate)
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

16. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any liability arising from any suit, action brought by a third party, including all attorneys' fees, costs and expenses, (i) alleging any service, when used as authorized under this Agreement, infringes or misappropriates a third party's intellectual property rights; (ii) to the extent arising from the services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to Contractor resulting from Contractor's violation of the data security provisions expressly set forth in this Agreement or the data privacy agreement (Exhibit C) executed between the parties; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by Contractor personnel or subcontractors in their performance of the services. Contractor will indemnify and hold the District harmless from any damages, attorney fees, and costs finally awarded against the District as a result of, or for amounts paid by the District under a settlement approved by Contractor in writing of, a claim against the District.

17. **Indemnification by District.** To the extent permitted under applicable law, the District will defend Contractor and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**Contractor Indemnitees**") from and against any

claim, demand, suit or proceeding brought by a third party against a Contractor Indemnitee (a **"Claim Against Contractor"**) to the extent arising out of: (a) any District data or use of District data with the services; (b) any information or content (other than Contractor-provided content) transmitted or submitted by District or its users through the Services or shared with any third party; or (c) District's use of the services or content therein in an unlawful manner or in violation of the Agreement. The District will indemnify and hold Contractor harmless from any damages, attorney fees, and costs finally awarded against Contractor as a result of, or for amounts paid by Contractor under a settlement approved by the District in writing of, a Claim Against Contractor. The above defense and indemnification obligations do not apply if a Claim Against Contractor arises from Contractor's breach of the Agreement or violation of applicable law.

18. LIMITATION OF LIABILITY.

18.1. EXCLUSION OF DAMAGES. ONLY AS PERMITTED UNDER CRS 22-1-135(2)(a)(III) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

18.2. CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THREE (3) TIMES THE TOTAL AMOUNT PAID BY THE DISTRICT AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY THE DISTRICT AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT DISTRICT'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE PAYMENT TERM ABOVE.

18.3. EXCEPTIONS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL

MISCONDUCT OR FRAUD.

19. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

20. **General Provisions.**

- 20.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 20.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 20.3. **Press Contacts/News Releases.** Neither party shall initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning either party without the prior written approval of the other party.
- 20.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.
- 20.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 20.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 20.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 20.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly

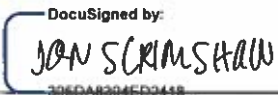
reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

- 20.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 20.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 20.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 20.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 20.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 20.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 20.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 20.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

POWERSCHOOL GROUP, LLC

By: 
Name: JON SCRIMSHAW
Title: Chief Accounting Officer

By: 
Lauren Hooten (Oct 6, 2025 11:10:20 MDT)
Lauren Hooten
Chief of Staff

By: 
Traci Gile (Oct 6, 2025 11:30:21 MDT)
~~Dwayne Schmitz~~ Traci Gile
~~Chief Institutional Effectiveness Officer~~
Lead Assistant Superintendent *TG*

POUDRE SCHOOL DISTRICT R-1

By: 
R. David Montoya (Oct 7, 2025 08:43:10 MDT)
R. David Montoya
Chief Finance Officer

By: 
John Cope (Oct 7, 2025 08:39:31 MDT)
John Cope
Executive Director of Communications

By: 
Kera Badalamenti (Sep 30, 2025 19:15:28 MDT)
Kera Badalamenti
Executive Director of Finance

By: 
Bud Hunt (Oct 6, 2025 11:08:33 MDT)
Bud Hunt
Chief Technology Officer

EXHIBIT A



Poudre School District

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- Descriptions should not include wording such as "most used" or "used by X number of schools."
- Service descriptions should be detailed and free of sales language so it's clear what's being purchased.

Perform.

This teacher evaluation platform processes the Personal Information of individuals serving as staff or teachers within an educational institution along with inputs from evaluators employing the application to support evaluation activities. The application allows a manager conduct walkthroughs and observations, evaluate staff, track progress of evaluation processes and analyze results. The Personal Information involved in this application depends upon the unique evaluation workflow, created observation or walkthrough forms, self-assessments, goal setting established within the application. Personal Information captured within a form or evaluation and collected within the application so that analytics and dashboards can be generated.

Professional Learning.

This application supports professional development learning for teachers by presenting training learning opportunities, assigned or recommended, related to specific subjects, grade levels or other classifications. Personal Information is processed within the application solely to present learning opportunities, track attendance, monitor progress to a set professional development plan, and schedule courses, used to generate completion certificates for teachers; and notify teachers of upcoming opportunities via email (as enabled by the customer administrator). The credential system within the application can capture an individual teacher's existing and expiring credentials.

Applicant Tracking.

The application supports the hiring process from sourcing, screening, selection, hire and onboarding. Personal Information provided and processed could be an email address, name, contact information, resume information necessary for creating an account on the platform.

Candidate Assessment.

This application is an online multi-format assessment platform that processes teacher candidate responses to aid a school or district to evaluate candidates objectively and fairly

who apply for positions with an educational institution. Personal Information provided as part of the assessments are controlled by customer.

EmployeeRecords.

This application supports the onboarding and maintaining digital records on an educational institution's staff and teachers. The Personal Information processed would cover all personal information required by the school, school district or another relevant stakeholder in the process of supporting the employee. The information includes task information for onboarding and other district processes, annual contract or letters to the employee, biographic information, and other HR information retained by the district.

SchoolSpringJobBoardAdministrativeView.

This application provides the ability for schools, school districts National Job board) or a large school district, consortiums or educational organization (Consortium job board) to list their available positions. Personal Information of individuals creating a profile is collected and processed within the application.

SmartFindExpress(AbsenceManagement).

This application enables the district staff/teachers to enter their absence requests which need substitute staff/teachers to fill those absences. The application posts the substitute positions which may be accepted or declined by the candidates for the substitute position. Personal Information necessary to support this application include, name, phone number, email address, and certifications. Schools and School districts can manage teacher absences and also create additional vacation positions needing substitute staff to fill those. Potential substitutes can manage their schedule availability within the application.

BusinessPlus. This application enables the educational institutions at district levels to work across departments for processing HR records, payroll and General accounting purposes. The application collects personal data like name, profession, address, educational qualifications, social security details. The application processes client data in accordance with accounting and finance regulations to offer Payroll Processing and Financial Accounting.

Allvue Allocate. This application enables educational institutions at the district and state level to conduct planning and analysis for resource allocation to school and district sites. This application includes aggregated personal data such as student counts by disability category, student counts by socioeconomic status, average salaries by job roles, and other data at the department, school, or district level.

Allvue Manage. This application enables educational institutions at the district and school level to review, analyze, and monitor financial and human resources data. The application collects personal data like Name, Profession, Salary, and Benefits Elections for educational institution employees, as well as detailed records from accounting, accounts payable, and other key financial sources. The data in this application is sensitive and processed accordingly.

Allvue Budget Suite. This application enables institutions at the district and school level plan, review, and analyze future financial and staffing plans assigned to strategies and priorities. This application collects personal data like Name, Profession, Future Salary, and Future Benefits for educational institution employees as well as contain potentially sensitive data about planned future spending by vendor, purpose, and fund sources. The application processes client data in accordance with the sensitivity of the data contained therein and protected accordingly

PowerSchoolSchoolMessengerCommunicate.

Communicate is a mass notification platform that allows customers to quickly communicate with their district stakeholders, including parents/guardians, students, staff, and their community. This application leverages Customer demographic and contact data to ensure relevant communications are sent to the proper recipients.

2. What student data is collected through use of the system?

- List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.

Please NOTE: This form is being completed by the IT department at PSD based on information provided by PowerSchool to be included as Exhibit A in the Contract Agreements.

Privacy Policy and Email attachments are provided in the Request

Student	Teacher	Attendance	Guardian Data	Food Service Data	Bus Information
Student ID	Staff ID	Unique ID	Guardian Category	List Balance	Mon-Friday (To-From Route)
First name	First name	Absence Data	Last name	Speakable Balance	Each Day Bus Details
Last name	Last name	Periods Missed	First name		
School ID	School		Phone		
Home Language	Staff SMS		email		
Grade level	Phone				
Gender	Email				
Email					

1

3. What is the purpose of collecting student data?

See the "Scope of Work" above.

4. What third parties does the company partner with who may receive student data in any format? □

This includes storage and vendors receiving encrypted data.

Data SubProcessors	Processing Activity	Location
AWS	Data Storage	United States
Microsoft Azure	Data Storage	United States
Oracle	Database	Various
Snowflake	Data Storage	United States
Twilio	Cloud Communications	United States
Salesforce	Data storage of customer data for sales and marketing activities	United States
Qlik	Tool to support data migration to data storage	United States

5. What is the purpose of the third-party partners?

To comply with PowerSchool's obligations under applicable data protection laws and to our customers, we provide a list of significant third-party suppliers that enable us to provide our products and services and operate our business. These third-party suppliers perform the functions described below and are considered subprocessors under applicable data protection laws ("Subprocessors"). We require our Subprocessors to implement proper security measures to safeguard and to respect the privacy rights attendant to Customer Data and Collected Data.

6. Please provide:

- Does the system allow integration for rostering?

Yes - We share data from our SIS for School Messenger Communication

EXHIBIT B



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-200849-1

Prepared By:	Shelby Duclos	Customer Contact:	Kera Badalamenti
Customer Name:	Poudre School District R-1	Title:	Executive Director of Finance
		Address:	2407 LaPorte Avenue
		City:	Fort Collins
Contract Term:	12 Months		
Billing Frequency:	Annually		
Start Date:	August 1, 2025	State/Province:	Colorado
End Date:	July 31, 2026	Zip Code:	80521
Payment Terms:	Net 30	Phone #	9704903114
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : August 1, 2025 to July 31, 2026

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: August 1, 2025 to July 31, 2026	USD 359,484.29	USD 359,484.29
Total Contract : August 1, 2025 to July 31, 2026	USD 359,484.29	USD 359,484.29

License and Subscription Fees

Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
BusinessPlus Microfocus NetExpress Prod M/S	1.00	Year	USD 982.69
eFinancePlus MKS SysAdmin Toolkit M/S	1.00	Year	USD 635.34
eFinancePlus MKS SysAdmin Toolkit M/S	1.00	Year	USD 1,023.84
BusinessPlus Accounts Recvble/Cash Recpt M/S	1.00	Students	USD 3,412.18
BusinessPlus Microfocus NetExpress Prod M/S	1.00	Year	USD 491.32
BusinessPlus Accounts Payable/Bank Recon M/S	1.00	Students	USD 3,412.18
eFinancePlus MKS SysAdmin Toolkit M/S	1.00	Year	USD 635.34
BusinessPlus General Ledger M/S	1.00	Students	USD 15,172.73
BusinessPlus Fixed Assets M/S	1.00	Students	USD 3,092.65
BusinessPlus Human Resources M/S	1.00	Students	USD 8,249.19
BusinessPlus Form Printing M/S	1.00	Students	USD 1,319.51
BusinessPlus Purchasing M/S	1.00	Students	USD 4,910.57
BusinessPlus Stores Inventory M/S	1.00	Students	USD 4,910.57
BusinessPlus Work Order Management M/S	1.00	Students	USD 0.00
BusinessPlus Module Software M/S	1.00	Year	USD 1,897.76
BusinessPlus Bank Reconciliation M/S	1.00	Students	USD 1,897.68
BusinessPlus Payroll M/S	1.00	Students	USD 8,249.19
BusinessPlus Documents Online M/S	1.00	Students	USD 7,424.99
BusinessPlus Click, Drag and Drill M/S	1.00	Students	USD 4,741.23

Product Description	Quantity	Unit	Price
BusinessPlus Employee Online M/S	1.00	Students	USD 3,092.65
BusinessPlus Microfocus NetExpress Test M/S	1.00	Year	USD 831.36
BusinessPlus P-Card M/S	27,382.00	Students	USD 2,636.89
Talent Recurring Services	1.00	Each	USD 6,420.00
SmartFind Express Sub Eligible	1.00	Each	USD 26,735.51
SmartFind Express NonSub Eligible	1.00	Each	USD 4,109.48
Applicant Tracking Ext. Auth	1.00	Each	USD 0.00
Analytics and Insights Talent Absence	1.00	Students	USD 0.00
Perform District	1.00	Each	USD 42,433.31
TalentEd Sync Implementation	1.00	Students	USD 1,911.42
TalentEd Records - Professional	1.00	Students	USD 30,964.85
Applicant Tracking Integration SparkHire	1.00	Each	USD 2,252.90
Applicant Tracking	1.00	Students	USD 10,837.68
SchoolSpring Job Board Unlimited	1.00	Students	USD 0.00
PD Management License - Certificated - Old Pricing	1.00	User	USD 17,303.94
Professional Learning LMS Integration	1.00	Each	USD 5,733.54
PD Management License - Classified - Old Pricing	1.00	User	USD 18,135.90
Room Management License	1.00	Each	USD 3,128.79
Allovue Budget Suite	25,509.00	Students	USD 97,223.47
Allovue Budget Book Add On	25,509.00	Each	USD 0.00
Connected Intelligence DAAS - Business Plus Connection	25,509.00	Students	USD 4,967.62
Connected Intelligence DAAS - VPN Connection	1.00	Each	USD 3,338.40
Connected Intelligence DAAS - Allovue Connection	25,509.00	Students	USD 4,967.62
Subscription Period 1 License and Subscription Fees TOTAL:			USD 359,484.29
Total License and Subscription Fees :			USD 359,484.29

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

By signing below, Customer acknowledges and agrees that this quote hereby replaces and governs the previously issued quote # Q-187380 (the "Prior Quote"), which Prior Quote is hereby null and void.

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: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 26-SEP-2025

PO Number: _____

Poudre School District R-1

Signature:

Printed Name:

Title:

Date:



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #:Q-66222-1

Prepared By:Shelby Duclos
Customer Name:Poudre School District R-1

Contract Term:12 Months
Billing Frequency:
Start Date:August 1, 2025
End Date:July 31, 2026
Payment Terms:Net 30
Pricing Vehicle:

Customer Contact:Allison - ITC Brinkhoff
Title:
Address:2407 LaPorte Avenue
City:Fort Collins
State/Province:Colorado
Zip Code:80521
Phone #
Pricing Vehicle Contract #:

Contract Term : August 1, 2025 to July 31, 2026

Quote Summary			
License and Subscription Period(s)		License and Subscription	Total
Subscription Period 1: August 1, 2025 to July 31, 2026		USD 71,405.81	USD 71,405.81
Total Contract : August 1, 2025 to July 31, 2026		USD 71,405.81	USD 71,405.81

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or\$)	Price
SchoolMessenger Communicate	24,995.00	Students		USD 71,405.81
Subscription Period 1 License and Subscription Fees TOTAL:				USD 71,405.81

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

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: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 29-AUG-2025

PO Number: _____

Poudre School District R-1

Signature:

Printed Name:

Title:

Date:

EXHIBIT C

DATA PRIVACY AGREEMENT

This Data Privacy Agreement (“**DPA**”) supplements the agreed to license and service agreement for the PowerSchool Services between the PowerSchool Contracting Entity (“**PowerSchool**” or “**Processor**”) and the entity identified in the signature block below (“**Customer**”, or “**Controller**”) and is made and entered into as of the last signature below, (the “**Effective Date**”). The terms herein supplement and amend the terms of the PowerSchool’s standard Main Services Agreement or, if there is none, the then-existing applicable agreement between PowerSchool and Customer for the provision of PowerSchool’s services and products, as amended by the Parties from time to time (the “**MSA**”). The term “**MSA**” includes all exhibits, addenda, statements of work, and quotes that are attached to, referenced in or otherwise associated with the MSA. PowerSchool’s Global Privacy Statement (located at <https://www.powerschool.com/privacy>) presents the PowerSchool Privacy Principles and its legitimate interest statement which are enforced by this DPA. In the event of a conflict between the MSA and this DPA, concerning data processing, and parties’ responsibilities around data privacy of Customer Data, this DPA controls.

Below are the terms and conditions pursuant to which any Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the MSA. PowerSchool and Customer are individually known as a “**Party**” and collectively referred to as “**Parties**.”

1. Glossary of Terms.

The terms, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**”, and “**Processing**” (includes “**Processed**”) shall have the same meaning as in the EU General Data Protection Regulation (“**GDPR**”).

1.1 “**Aggregate Data**” is raw data without personal identifiers gathered and expressed in a summary form for statistical analysis.

1.2 “**Applicable Law**” means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA in the context of PowerSchool Processing Customer Data.

1.3 “**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 including user-provided and user-generated data but excluding Aggregate Data and system-generated data (e.g. metadata or Transaction Data) not contain any Customer Data element. Customer Data shall include all Personal Data.

1.4 “**De-identified Data**” means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

1.5 “**Designated Representative**” means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.

1.6 “**Education Records**” are records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K- 12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, and microfiche. 34 CFR § 99.3. For the purpose of this DPA, “Education Records” provided to PowerSchool are presumed to be owned and under the control of the Customer.

1.7 “**Personal Data**” means, in any form, format, or media, any data or information (i) relating to, describing, is capable of being associated with, or could reasonably be linked to (directly or indirectly) an identified or identifiable natural person or household (or the processing of which is otherwise regulated under Applicable Data Protection Laws).

1.8 “**Personal Data Breach**” means any actual compromise to the availability, confidentiality or integrity of Customer Data or the Services provided by PowerSchool, including without limitation the unauthorized or unlawful disclosure, access, acquisition, alteration, destruction, corruption, use, or other processing of Customer Data.

1.9 “**Restricted Transfer**” means any transfer of Customer Data to a Third Country (as defined in the Jurisdiction Specific Terms), an international organization, or across national borders that would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Laws) in the absence of a lawful transfer mechanism or other evidence of adequate data protection standards.

1.10 “**Student Data**” is a subset of Customer Data and contains Personal Data that would typically include

pupil records of students and parents of students enrolled in a school, such as education records.

1.11 “Subprocessor” means PowerSchool’s subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool’s role as Processor to process Customer Data on behalf of Customer in accordance with the MSA.

1.12 “Student Profile” means a collection of PII (“Personal Identifiable Information”) data elements relating to a student of the Customer.

1.13 “Transaction Data” means system-generated information regarding the performance and actions of PowerSchool Subscription Service, which is not Customer Data. Such Transaction Data is owned by PowerSchool.

2. Purpose.

To describe parties’ responsibilities as a Controller and Processor concerning the handling and protection of Customer Data. Parties have entered into the applicable MSA pursuant to which the Customer is granted a license to access and use the service or product provided by PowerSchool. In providing the service or using such product, PowerSchool will engage, as directed by the Customer, in the processing of Customer Data submitted to and stored within the service or product by PowerSchool. The parties are entering into this DPA to ensure that the processing by PowerSchool of Customer Data, within the service product by Customer and/or on based on the Customer’s instructions, is done in a manner compliant with Applicable Law and its requirements regarding the processing of Customer Data.

3. PowerSchool Products and Solutions.

The MSA along with the accompanying applicable Quote(s) or Statement(s) of Work, provides the contracted-for PowerSchool products, solutions, and services.

4. Data Classification.

PowerSchool classifies data as “public”, “private”, or “restricted”, with restricted data requiring the highest level of care and security.

4.1. All Customer Data that has not been de-identified or aggregated are classified as “restricted” in PowerSchool products, solutions, and services.

4.2. PowerSchool employs physical, administrative, and technological safeguards for restricted data. See Schedule 1-C (Physical, Administration, And Technological Safeguards) for more detail.

5. Customer Data.

5.1. 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 this DPA. The Customer Data shared pursuant to the MSA, including persistent unique identifiers, will be used and processed for no purpose other than the performance of the Services as described in this DPA, documented instructions given by the Customer, or as further described in the applicable MSA, unless otherwise required by applicable law to which PowerSchool is subject (in such a case, PowerSchool shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds such as public interest). The Customer agrees PowerSchool may generate De-Identified Data from Customer Data and use the De-Identified Data for the improvement of PowerSchool Product(s), or internal research only.

5.2. PowerSchool acknowledges that Customer retains full right and ownership to and control of all Customer Data unless such rights and ownership 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.

6. Processing of Customer Data.

6.1. PowerSchool shall ensure that persons authorized by PowerSchool to process the Customer Data on behalf of the Controller, including PowerSchool’s employees, Subprocessors (and Subprocessor’s employees), have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and that such persons who have access to the Customer Data process such Customer Data in compliance with the Customer’s instructions and the Applicable Laws.

6.2. 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 the MSA and this DPA and any applicable Quote or Statement of Work. 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 the MSA and this DPA and any applicable Quote or Statement of Work.

6.3. Unless expressly permitted by the Customer, PowerSchool shall not:

6.3.1. Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without the prior written consent of the Customer, except as required by Applicable Law or contracted for in the MSA;

6.3.2. Use Customer Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or Customer employees;

6.3.3. Use Customer Data to create a Student Profile other than as authorized and required to provide the Services contracted for by the Customer. by the MSA to perform the Services; and

6.3.4. Store Customer Data outside the continental United States, unless Processor has given the Customer Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved; and the storage would be permitted under Applicable Law.

6.4. Qualified FERPA Exception. For Services provided under an MSA governed by the laws of the United States, if PowerSchool will have access to Education Records, Customer hereby acknowledges that, for the purposes of this DPA and the MSA, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 (“FERPA”), the Processor is designated as a “school official” with “legitimate educational interests” in the Customer Education Records, Student Data, and Personal Data disclosed pursuant to the MSA. PowerSchool agrees to abide by the FERPA limitations and requirements imposed on school officials. Processor will use the Education Records only for the purpose of fulfilling its duties under the MSA for Customer’s and its Users’ benefit and shall not share Customer Data with or disclose it to any third party except as provided for in the MSA or this DPA, as required by Applicable Law, or if authorized to do so in writing by the Customer.

6.5. Customer represents and warrants that it has obtained, where required by law, all necessary consents and government authorizations required under Applicable Law to permit the Processing of Customer Data by PowerSchool. PowerSchool shall not be liable for the failure of the Customer to obtain relevant consent and/or applicable authorization before the transfer of Customer Data to PowerSchool for processing.

6.6. Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from and against any action, claim, expense, damage, and cost brought against PowerSchool or any of its Affiliates, whether by a Data Subject or a government authority, related to necessary Data Subject consents and government authorizations for Processing.

6.7. PowerSchool agrees not to edit or use Customer Data, unless:

6.7.1. integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to the MSA or this DPA;

6.7.2. written consent is first procured from and through the Customer; or

6.7.3. the editing is performed to maintain the integrity of the Customer Data.

7. Reliability of PowerSchool’s and Subprocessors’ Employees, Agents and Contractors. PowerSchool shall take reasonable measures to ensure the reliability of employees, agents, and contractors of PowerSchool, and Subprocessors who may have access to Customer Data with the goal of ensuring that access to Customer Data is limited to individuals who need to know or access Customer Data under the terms of the MSA or this DPA, and to comply with Applicable Law.

8. Security of Processing.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on PowerSchool’s technical and organizational measures, see Schedule 1-C (Physical, Administration, and Technological Safeguards). PowerSchool shall make available to the Customer information necessary to demonstrate compliance with its obligations regarding providing security and maintaining compliance with PowerSchool’s security plan/program laid described in Schedule 1-C.

9. Subprocessors

9.1. Customer authorizes PowerSchool to appoint Subprocessors in accordance with this paragraph and the MSA.

9.2. PowerSchool will enter into written agreements (“**Subprocessor Agreement**”) whereby

Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA, including the necessary contract or such applicable mechanism for cross-border transfer of data when such transfer would be considered a Restricted Transfer.

9.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA and MSA.

9.4. Pursuant to its respective Subprocessor Agreement, the applicable Subprocessors shall:

9.4.1. not disclose Customer Data, in whole or in part, to any third party with the exception of a its own Subprocessors who shall be properly vetted by the primary Subprocessor;

9.4.2. not use any Customer Data to advertise or market to students or their parents/guardians;

9.4.3. access, view, collect, generate and use Customer Data only to the extent necessary to assist Processor in performing its obligations specified in this DPA and the MSA;

9.4.4. at the conclusion or termination of the work, as directed by the Customer through PowerSchool, delete or return to PowerSchool, or the Customer (as feasible and applicable), all Customer Data in the Subprocessor's possession, custody or control, at the election of the Customer;

9.4.5. utilize reasonable physical, administrative, and technical safeguards in accordance with industry standards to secure Customer Data from unauthorized disclosure, access and use. Subprocessor shall ensure that its employees and subcontractors who have access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and

9.4.6. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

10. Data Subject Rights.

10.1. With respect to requests from Data Subjects regarding Customer Data, PowerSchool shall:

10.1.1. promptly notify the Customer if PowerSchool receives a request from a Data Subject under any Applicable Law with respect to Customer Data considering that the Customer shall be primarily responsible for responding to Data Subject requests.

10.1.2. reasonably cooperate and assist Customer in connection with access requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and

10.1.3. not directly respond to the request except on documented instructions of the Customer.

10.2. PowerSchool acknowledges that Applicable Law regarding Data Subject Rights may be further promulgated, modified, or interpreted by state attorney generals. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding to Data Subject requests.

11. Personal Data Breach.

11.1. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.

11.2. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach.

11.2.1. In the course of the investigation, PowerSchool shall take steps to mitigate and remediate the Personal Data Breach.

11.2.2. PowerSchool shall notify the Customer without undue delay, and within the time period required by Applicable Law.

11.2.3. PowerSchool shall provide the Customer with sufficient information to permit the Customer to make a determination as to any notification obligations under Applicable Law.

11.3. PowerSchool shall cooperate with Customer and take commercially reasonable steps to assist Customer in an investigation of the Data Breach.

11.4. For additional information regarding Personal Data Breach notification and response, see Schedule 1-C.

12. Data Protection Impact Assessment.

PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.

13. Return and Disposition of Customer Data.

13.1. Upon written request from Customer and in accordance with the applicable terms in the following provisions of the Section 13 (Return and Disposition of Customer Data), 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.

13.1.1. Customer must inform PowerSchool when Customer Data is no longer needed. In no event will PowerSchool dispose of Customer Data pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data does not need to be transferred to a separate account.

13.1.2. 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.

13.1.3. Nothing in this DPA or the MSA authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition.

13.1.4. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed.

13.1.5. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, as commercially reasonable.

13.1.6. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service requests are submitted by the Customer during the term of the MSA.

13.2. Throughout the Term of the MSA, Customer may request partial disposal of Customer Data that is no longer needed.

13.2.1. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account.

13.2.2. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data in question, so long as it is commercially reasonable to do so.

13.2.3. 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 agree to pay the cost of such transfer. If Customer does not agree to pay the cost of such transfer, PowerSchool has no obligation to conduct any data transfer on Customer's behalf.

13.2.4. All transfers must comply with Applicable Law. PowerSchool is not liable or in breach of this Agreement if PowerSchool denies a transfer that, in its reasonable judgment, does not comply with the Applicable Law. Any transfer made on Customer's written request requires Customer to fully indemnify and hold harmless PowerSchool from complying with Customer's instructions.

PowerSchool may retain Customer Data if required by Applicable Law.

14. Transfer of Customer Data to Succeeding Vendor Upon Termination.

Upon termination of this DPA, PowerSchool will, if 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 and at Customer's cost. 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 the industry standard.

15. Response to Legal Orders, Demands or Requests for Data.

15.1. 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, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.

15.2. 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:

15.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;

15.2.2. such disclosure is permitted under Applicable Law;

15.2.3. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

16. Compliance with Applicable Law.

16.1. The Parties acknowledge that Customer Data may include Personal Data in Education Records that are subject to Applicable Law of the applicable jurisdiction. As such, parties shall comply with all obligations under the Applicable Law that apply.

17. Termination.

17.1. Subject to agreed data return, data transfer, data disposal, legal, or other end of term obligations, this DPA will automatically terminate without any further action of the Parties upon the termination or expiration of the applicable MSA between the Parties or successful completion of the Services under such MSA. Alternatively, upon re-execution of the MSA by the Customer, this DPA shall also be revived and be of full force and effect.

17.2. The obligations of PowerSchool and Customer, as necessary, under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data has been returned or disposed.

18. Cross-Border Transfer of Data

Where a data subject's Personal Data originates within a country requiring an adequate level of protection when disclosing or transferring such Personal Data outside the originating country, PowerSchool shall not disclose or transfer the Personal Data outside the originating country without ensuring an appropriate cross-border mechanism is in place to support such disclosures or transfers as required by Applicable Laws. Such safeguards will become an integral part of this DPA.

For all Customer Data disclosed or transferred from the European Economic Area or any other jurisdiction recognizing the Standard Contractual Clauses as a valid mechanism to transfer Personal Data to a Non-Adequate Country, Module 2 of the Standard Contractual Clauses are deemed as completed, and shall be an integral part of this DPA, provided that parties agree that transfers to PowerSchool in the United States from the EU/EEA shall be valid as PowerSchool participates in the Data Privacy Framework program.

19. General Terms.

19.1 The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.

19.3 In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the applicable Standard Contract Clauses, and (iii) then the DPA.

19.4 In the event that there is a conflict or inconsistencies between the MSA and this DPA concerning data processing and parties' responsibilities, this DPA controls.

SCHEDULE 1-C**PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL
SAFEGUARDS**

A.1 Data Security. PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer 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:

A.1.1 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 MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.

A.1.2 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 the MSA in a secure digital environment.

A.1.3 Employee Training. PowerSchool will provide periodic security training to those 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.

A.1.4 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 the MSA in an environment using firewall(s) that are updated according to industry standards.

A.1.5 Monitoring. PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.

A.1.6 Security Coordinator. PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.

A.1.7 Vendor-Data Subprocessors Bound. PowerSchool will enter into written agreements whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.

A.1.8 Periodic Risk Assessment. PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner.

A.1.9 Established Security Policies. PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.

A.1.10 Audits and Compliance Reports. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.

B.1 Data Incident. In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:

B.1.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not

exceeding seventy-two (72) hours.

B.1.2 comply with all reasonable requests from Customer in relation to such Incident 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.

B.2 Post Incident Process. In the event of an Incident, PowerSchool will follow the following process:

B.2.1 Provide a security incident notification written in plain language after confirmation of the incident.

B.2.2 The security incident notification will include, at a minimum, the following information:

B.2.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose.

B.2.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.

B.2.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.

B.2.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.

B.2.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.

B.2.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident 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.

B.2.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.

B.2.5 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 Data Subject(s) of the unauthorized access.

C.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.

C.1.1 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.

C.2 United States: For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that:

C.2.1 Customer Data may include Personal Data from Education Records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records");

C.2.2 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.

C.2.3 the Parties also acknowledge that applicable Customer Data may include Personal Data from children under the

age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”).

C.2.4 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.

C.2.5 Customer acknowledges that it has read and fully understands PowerSchool’s Privacy Policy, available at <http://www.powerschool.com/privacy>.

C.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).

C.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.

C.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).

SCHEDULE 2-C**POWERSCHOOL DATA SECURITY AND PRIVACY PLAN**

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

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

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

Data Security:

- Data-at-rest & data-in-transit (motion) are encrypted.
- Data leak protections are implemented Information Protection Processes and Procedures.
- Data destruction is performed according to contract and agreements.
- A plan for vulnerability management is developed and implemented Protective Technology.
- Log/audit records are ascertained, implemented, documented, and reviewed according to policy.
- Network communications are protected.

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users.
- Remote access is managed PowerSchool also conforms to the ISO 27001:2013 standard.

(c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(d) In the event that PowerSchool engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontractors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.

(e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").

(f) PowerSchool will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the Agreement is terminated or expires, as more fully described in MSA.