

## AMENDMENT

This Amendment (“**Amendment**”) by and between PowerSchool Group LLC (“**PowerSchool**”) and Warren County School District (“**School**”) modifies the Agreement as mutually agreed herein and is effective as of July 1, 2020 when duly executed by the Parties hereto (“**Effective Date**”). POWERSCHOOL and SCHOOL are referred to individually as “Party” and collectively as “Parties” under this Amendment.

### Recitals

**WHEREAS**, the Parties entered into Q-396859-1 with a start date of July 1, 2020, together with all schedules, terms and conditions, and amendments thereto (“**Agreement**”), attached as Exhibit A, which provided School a subscription based license to certain software and related services as more particularly set forth therein; and

**WHEREAS**, the Parties have agreed to cancel certain subscriptions and services in the Agreement as detailed below and the Parties have also agreed to enter into a new quote Q-453728-1 (“**New Quote**”), Attached as Exhibit B.

**NOW THEREFORE**, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

### Amendments

1. The following subscriptions and services are hereby removed from the Agreement:  
  
PowerSchool Enrollment Additional Language – Spanish (valued at \$800)
2. The \$800 that Customer previously paid towards the Agreement, pursuant to invoice INV229555, will be applied to Customer’s account.
3. As consideration for this termination and credit, Customer agrees to enter into the New Quote and also agrees to pay all invoices associated with the New Quote within 30 days of receipt.
4. Release. By this Amendment, with respect to section 1 above, each Party hereby fully and forever releases and discharges the other Party, and each of their respective representatives, agents, heirs, executors and assigns, and their current and former officers, contractors, directors, managers, employees, shareholders, attorneys, affiliate, subsidiary and predecessor companies, successors and assigns (the “Released Parties”), and each of them, separately and collectively, from any claims, duties, obligations, causes of action, losses, agreements, grievances or debts relating to any matters of any kind or nature whatsoever, whether at law or in equity, fixed or contingent, presently known or unknown, suspected or unsuspected, contingent or non-contingent, that either Party, as applicable, has ever had, now has, or may have in the future against any of the Released Parties, relating to or arising from the subscriptions or services which are cancelled as detailed above.
5. Waiver of Section 1542. Additionally, and to the fullest extent permitted under law, and only regarding or arising out of the subject matter herein, each of the Parties hereto, for itself and its successors, expressly waives the provisions of the California Civil Code Section 1542, and any similar law, statute or policy. California Civil Code Section 1542 states as follows:
  - a. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. **No Admission of Liability.** This Amendment and compliance with it will not operate or be construed as an admission by either Party of any liability, misconduct or wrongdoing whatsoever against the other Party and will not be construed as an admission or a violation of the rights of any Party, or as a violation of any law, rule, regulation, or ordinance. Each Party expressly denies any wrongdoing or liability to the other Party. Each Party has freely entered into this Amendment and neither Party has relied upon any statements, promise, or representation from the other Party in entering into this Amendment.

**Miscellaneous Terms**

1. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof.
2. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.
3. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
4. **No Construction Against Drafter.** No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
5. The Agreement continues in full force and effect as modified herein.

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

**POWERSCHOOL GROUP LLC**

**WARREN COUNTY SCHOOL DISTRICT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-396859 - 1

Quote Expiration Date: 6/30/2020

Prepared By: Joel Hill

Customer Contact: Gary Weber

Customer Name: Warren County School District

Title: Director of Curriculum and Instruction

Enrollment: 4,219

Address: 6820 Market Street

Contract Term: 36 Months

City: Russell

Start Date: 7/1/2020

State/Province: Pennsylvania

End Date: 6/30/2023

Zip Code: 16345

Phone #: (814)723-6903 X1050

Product Description	Quantity	Unit	Extended Price
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Initial Term 7/1/2020 - 6/30/2021

License and Subscription Fees

PowerSchool Enrollment Registration	4,219.00	Students	USD 13,806.68
PowerSchool Enrollment School Locator	422.00	User	USD 316.50
PowerSchool Enrollment Additional Language - Spanish	1.00	Each	USD 800.00

License and Subscription Totals: **USD 14,923.18**

Professional Services and Setup Fees

PowerSchool Enrollment Registration Implementation	4,219.00	Students	USD 6,497.26
PowerSchool Enrollment School Locator Implementation	1.00	Each	USD 2,400.00
PowerSchool Enrollment Additional Language Implementation	1.00	Each	USD 0.00

Professional Services and Setup Fee Totals: **USD 8,897.26**

Training Services

PowerSchool Enrollment Training Remote	1.00	Day	USD 1,500.00
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Training Services Total: **USD 1,500.00**

Quote Total

<b>Total Discount:</b>	<b>USD 2,636.47</b>
<b>Initial Term</b>	<b>7/1/2020 - 6/30/2021</b>
<b>Initial Term Total</b>	<b>USD 25,320.44</b>

Annual Ongoing Fees as of 7/1/2021

PowerSchool Enrollment Registration	4,219.00	Students	USD 13,806.68
PowerSchool Enrollment School Locator	422.00	User	USD 316.50

PowerSchool Enrollment Additional Language - Spanish

1.00

Each

USD 800.00

Annual Ongoing Fees Total: **USD 14,923.18**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice.

**All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.**

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

POWERSCHOOL GROUP LLC  
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 6-29-2020

Warren County School District  
Signature:



Printed Name:

Donna J. Jarczyk  
Title:

6/29/2020  
Date:

ATTEST:

  
Ruth A. Duck  
BOARD SECRETARY



PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-453728 - 1

Quote Expiration Date: 12/31/2020

Prepared By: Steven Spillane  
 Customer Name: Warren County School District  
 Enrollment: 4,789  
 Contract Term: 12 Months  
 Start Date: 12/1/2020  
 End Date: 11/30/2021

Customer Contact: Paul Leach  
 Title: Data Systems Specialist  
 Address: 6820 Market Street  
 City: Russell  
 State/Province: Pennsylvania  
 Zip Code: 16345  
 Phone #: (814) 723-8217

Product Description	Quantity	Unit	Extended Price
Initial Term 12/1/2020 - 11/30/2021			
Professional Services and Setup Fees			
PowerSchool ERP Keys to Ownership	10.00	Hour	USD 2,100.00
Professional Services and Setup Fee Totals:			<b>USD 2,100.00</b>

Quote Total	
<b>Initial Term</b>	<b>12/1/2020 - 11/30/2021</b>
<b>Initial Term Total</b>	<b>USD 2,100.00</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All Purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

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

POWERSCHOOL GROUP LLC  
 Signature:

Warren County School District  
 Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 11-3-2020

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Printed Name:

Title:

Date: