

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 September 17, 2021 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-474819-2 with a start date of July 1, 2021 (attached hereto as Exhibit A) together with all schedules, terms and conditions, and amendments thereto (“**Agreement**”) 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;

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, effective July 1, 2021:
 - a. Unified Talent (TalentEd) Professional Learning
2. Consideration. As consideration for this mutual termination and the mutual releases provided by the Parties as set forth below, PowerSchool agrees to provide a credit for future purchases of PowerSchool products and services in an amount equal to (\$10,543.67) to School within thirty (30) business days after full execution of this Agreement. This credit represents fees paid by School for the product listed in Section 1(a) above, pursuant to Invoice# SO132895 (attached hereto as Exhibit B for reference). Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.
3. Release. By this Amendment, 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.
4. 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.

5. **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: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: desiree.kawas@powerschool.com
 Quote Date: 3/1/2021
 Quote #: Q-474819-2

Prepared By: Desiree Kawas
 Customer Name: Warren County School District
 Contract Term: 12 Months
 Start Date: 7/1/2021
 End Date: 12/31/2022

Customer Contact: Paul Leach
 Title: Data Systems Specialist
 Address: 6820 Market Street
 City: Russell
 State/Province: Pennsylvania
 Zip Code: 16345
 Phone #: (814) 723-8217 x 1219

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2021 - 12/31/2022			
License and Subscription Fees			
UT Applicant Tracking	4,009.00	Students	USD 5,011.25
UT SchoolSpring Job Board Unlimited	4,009.00	Students	USD 1,042.34
Unified Talent Records	4,009.00	Students	USD 15,795.46
Unified Talent (TalentEd) Perform District	4,009.00	Students	USD 15,795.46
Unified Talent (TalentEd) Professional Learning	4,009.00	Students	USD 10,543.67

License and Subscription Totals: **USD 48,188.18**

Quote Total

Initial Term	7/1/2021 - 12/31/2022
Initial Term Total	USD 48,188.18

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 the parties. 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 administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

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

POWERSCHOOL GROUP LLC

Warren County School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 2-19-2021

Date:

PO Number: _____



Sales Order

Date	05/19/2021
Invoice#	SO132895
Terms	Net 30
EIN#	47-4429364
Customer ID	10013187

Bill To

Chris Seekings
Warren County School District - PA
6820 Market Street
Russell PA 16345
United States

Ship To

Chris Seekings
Warren County School District - PA
6820 Market Street
Russell PA 16345-3406
United States

PO#	Quote#	Sales/Renewal Rep
	Q-474819	Kimberly Clark

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-TE-S-TE1110a: UT Applicant Tracking	4,009	Each		1.25	\$5,011.25
SW-TE-S-SS1050: UT SchoolSpring Job Board Unlimited	4,009	Each		0.26	\$1,042.34
SW-TE-S-UTREC: Unified Talent Records	4,009	Students		3.94	\$15,795.46
SW-TE-S-TE1020: Unified Talent (TalentEd) Perform District	4,009	Each		3.94	\$15,795.46
SW-TE-S-PM2010: Unified Talent (TalentEd) Professional Learning	4,009	Each		2.63	\$10,543.67

Subtotal	Tax Total	Total (USD)
\$48,188.18	\$0.00	\$48,188.18

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/{subsidiary.custrecord_stripe_account_id}/salesord/6941853?email=false?store=true

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUIUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.