

MUTUAL TERMINATION AND RELEASE AGREEMENT

This Mutual Termination and Release Agreement (“**Agreement**”) is entered into as of the date last signature below (“**Effective Date**”) by and between Warren County School District (“**Customer**”) located at 6820 Market Street Russell, Pennsylvania 16345, and PowerSchool Group LLC (hereafter “**PowerSchool**”), a Delaware limited liability company, having a principal address of 150 Parkshore Folsom, California 95630. PowerSchool and Customer are also referenced herein singularly as a “**Party**” individually and collectively as the “**Parties**”.

- **WHEREAS**, PowerSchool and Customer entered that certain written agreement identified as quote number Q-523441-1 on June 14, 2021 (see attached Exhibit A), which provided Customer a subscription based license to certain services as more particularly set forth therein (the “**Quote**”); and
- **WHEREAS**, the Parties now mutually agree to terminate the Quote and replace the Quote with the following new written agreement: Q-651819-1 (the “**New Quote**”) (see Exhibit B)

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination. The Quote is hereby terminated in its entirety upon mutual agreement of the Parties effective as of March 31, 2021.
2. Consideration. As consideration for this mutual termination and the mutual releases provided by the Parties as set forth below, PowerSchool agrees to excuse all payments associated with the Quote and the Parties hereby enter into the New Quote and Customer agrees to pay all invoices associated with the New Quote within 30 days of receipt (“**Consideration**”).
3. Release. By this Agreement, 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 Quote. Notwithstanding the foregoing, any other agreements between the parties not a part of the Quote will survive and are not terminated or released.
4. Waiver of Section 1542. Additionally, and to the fullest extent permitted under law, and only regarding or arising out of the Quote, 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 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 Agreement 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 of 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 Agreement, neither Party has relied upon any statements, promise, or representation from the other Party in entering into this Agreement.

6. Authority. Each Party signing this Agreement on behalf of a Party represents and warrants that the execution and performance of this Agreement by such Party has been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid, binding and enforceable obligations of such Party in accordance with its terms.

7. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the Quote, and its supersedes and replaces all prior negotiations, proposed agreements and agreements related to the Quote, and may not be amended, modified or changed in any manner without the written consent of each Party hereto.

8. Counterparts. This Agreement 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.

9. No Construction Against Drafter. No provision of this Agreement 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.

10. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated.

IN WITNESS TO THE AGREEMENT OF THE PARTIES, EACH EXECUTE THIS AMENDMENT AS FOLLOWS:

POWERSCHOOL GROUP LLC

WARREN COUNTY SCHOOL DISTRICT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

QUOTE Q-523441-1 (follows)



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-523441 - 1
Quote Expiration Date: 26-JUN-2021

Prepared By:	Joel Hill	Customer Contact:	Paul Leach
Customer Name:	Warren County School District	Title:	Data Systems Specialist
Enrollment:	4,788	Address:	6820 Market Street
Contract Term:	12 Months	City:	Russell
Start Date:	1-JUL-2021	State/Province:	Pennsylvania
End Date:	30-JUN-2022	Zip Code:	16345
		Phone #:	(814) 723-8217 x 1219

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2021 - 30-JUN-2022			
Professional Services and Setup Fees			
PowerSchool Enrollment Keys to Ownership	10.00	Hours	USD 2,100.00
Professional Services and Setup Fee Totals:			USD 2,100.00

Quote Total

Initial Term	1-JUL-2021 - 30-JUN-2022
Initial Term Total	USD 2,100.00

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 main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa/>

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

POWERSCHOOL GROUP LLC
Signature:

Warren County School District
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 20-MAY-2021

Printed Name: DONNA L. ZARICZNY

Title: BOARD PRESIDENT

Date: 6/14/2021

ATTEST: 
BOARD SECRETARY

EXHIBIT B

Q-651819-1 (follows)



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-651819 - 1
Quote Expiration Date: 24-MAY-2022

Prepared By:	John-Paul Ramin	Customer Contact:	Whitney Youngren
Customer Name:	Warren County School District	Title:	Data Systems Specialist
Enrollment:	4,173	Address:	6820 Market Street
Contract Term:	12 Months	City:	Russell
Start Date:	1-APR-2022	State/Province:	Pennsylvania
End Date:	31-MAR-2023	Zip Code:	16345
		Phone #:	(814) 723-6903

Product Description	Quantity	Unit	Extended Price
Initial Term 1-APR-2022 - 31-MAR-2023			
Professional Services and Setup Fees			
Unified Insights Student SIS (Cognos) Consultation	9.33	Hours	USD 2,100.00
Professional Services and Setup Fee Totals:			USD 2,100.00

Quote Total	
Initial Term	1-APR-2022 - 31-MAR-2023
Payment Total	USD 2,100.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

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:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" and last name "Shander" clearly distinguishable.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 25-MAR-2022

Date: