



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-777930 - 1
Quote Expiration Date: 28-MAY-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Courtney McPherson	Customer Contact:	Leslie Bloomgren
Customer Name:	Warren County School District	Title:	Special Education Supervisor
Enrollment:	0	Address:	6820 Market Street
Contract Term:	36 Months	City:	Russell
Start Date:	29-MAR-2023	State/Province:	Pennsylvania
End Date:	28-MAR-2026	Zip Code:	16345
		Country:	United States
		Phone #:	181472369001070

Product Description	Quantity	Unit	Extended Price
Initial Term 29-MAR-2023 - 28-MAR-2024			
License and Subscription Fees			
PowerSchool Special Programs Customization M&S	1.00	Each	USD 1,800.00
License and Subscription Totals:			USD 1,800.00

Professional Services and Setup Fees			
PowerSchool Special Programs Customization	1.00	Each	USD 7,200.00
Professional Services and Setup Fee Totals:			USD 7,200.00

Subscription Period Total	
Subscription Period	29-MAR-2023 - 28-MAR-2024
Amount To Be Invoiced	USD 9,000.00

Annual Ongoing Fees as of 29-MAR-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Special Programs Customization M&S	1.00	Each	USD 1,800.00
Annual Ongoing Fees Total:			USD 1,800.00

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:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 29-MAR-2023

Warren County School District
Signature:

Printed Name:
Leslie Bloomgren
Title:

Date:

Sales Quote - This Is Not an Invoice



PowerSchool Professional Services Scope of Work
Warren County School District

PowerSchool
Special Education System

QUOTATION FOR SERVICE

Purpose of Document

The purpose of this Scope of Work ("SOW") is to outline the process, approach, completion criteria, and associated costs for the deliverable and annually recurring maintenance and support as requested by Warren County School District, ("Client"). This Statement of Work is subject to the terms and conditions of the current license agreement between PowerSchool Group LLC ("PowerSchool") and Client and any other associated policies and agreements pursuant to which PowerSchool has licensed the application to Client (collectively, the "Agreements").

This Statement of Work is a legally binding document. Client is responsible for reviewing in full before signature. Signature denotes agreement to all terms herein.

Scope of Service

PowerSchool shall provide up to 30 hours of developer services that will be used to customize document templates per customer provided mockups. Any custom services will be scoped in a separate formal Change Request document. Client understands that once the quoted hours are exhausted an additional SOW will be required to complete the outstanding work should the level of effort exceed the expected effort. Client understands that all time spent by developer and project manager are billable whether Client-facing or not. Client understands that per the PowerSchool Licensed Products and Services Agreement, all prepaid services expire one year from the date of sale unless PowerSchool agrees to other terms in writing.

Deliverable Requirements

PSSP 30 Custom configuration hours

Deliverable Example(s)

PSSP 30 Custom configuration hours

Objectives

PSSP 30 Custom configuration hours

Completion Criteria

This SOW will be considered delivered and the Client will receive an email notification when the applicable condition is met:

- If consultative services are to be provided under this SOW, with no defined deliverable, then this activity will be considered complete when PowerSchool provides agreed upon consult/system analysis and provides recommended next steps. Once the quoted hours are exhausted, PowerSchool will have no further obligation to deliver services under this SOW.

- If a defined deliverable is to be provided under this SOW, then this activity will be considered complete when PowerSchool installs the final PowerSchool Deliverable, provides recommended next steps, and sends final deliverable sign off documentation.
- If a productization effort is to be provided under this SOW, then upon delivery, this product will be considered a part of core functionality and will be covered under the Client's existing Core Maintenance and Support agreement.

Client Responsibilities

- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client's school personnel. PowerSchool is not authorized to take responsibility for business decisions, or to assign work to individuals except via the Client's project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology including all test plans, cases, and scripts to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect any deliverables. All liability for changes made to the Production PowerSchool environment(s) approved by the Client in the test and development phase are assumed by the Client.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete the deliverable. This includes, but is not limited to access to the PowerSchool application(s), database, local server file system and other resources as needed to complete the deliverable.
- The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this Statement of Work and is billable on a time/materials basis.
- During the project, the Client will:
 - Identify Client project lead that will work with PowerSchool throughout the effort.
 - Attend Kick-off meeting and all subsequent meetings.
 - Provide access as needed to Client resources throughout the effort.
 - Provide timeline input and feedback throughout the effort.
 - Manage Client business process change throughout the effort.
 - Test any deliverables for the agreed upon functionality and notify the PowerSchool Project Manager/Technical Resource of any concerns.
 - Participate in any milestone deliveries.

PowerSchool Responsibilities

- PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:
 - Project Kick-off, Planning, and Management
 - Consult/system Analysis
 - Design of any Deliverable
 - Active Development and Configuration
 - Testing and Validation
 - Project Completion/Sign-Off
 - Participate in milestone deliveries and sign-off as needed

All services will be delivered remotely, unless specified above. During the project, PowerSchool will provide the following project management functions:

- **Kick-off Meeting:** Where applicable, the PowerSchool resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline. All effort shall be scheduled and milestones defined during the project kickoff or emailed to the Client in lieu of a Kick-off Meeting.
- **Establish development tasks:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Milestone deliveries:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Project Status Reporting:** The PowerSchool resource will establish the timeline for delivery of milestones during development.

The project management activity will be considered complete when a kickoff meeting is completed and a project timeline created.

Annually Recurring Maintenance and Support for Customizations

Your deliverable may come with a standard annual maintenance and support service ("M&S") that begins on delivery of the customization and is expected to be renewed annually via a signed renewal quote. This service does not cover changes that are out of scope of this SOW nor does it include changes or enhancements to the deliverable provided. This service protects your investment from any issues that may arise involving the original code as delivered by PowerSchool and as agreed upon in this SOW. This service will continue to cover your deliverable on the current production release of the product that the deliverable was built on. If you upgrade to a new version and your deliverable becomes inoperable due to product changes/enhancements in the latest upgrade, a new quote to rework the code and bring the deliverable current with the latest software to ensure continued compatibility with the current product version will be required. This rework will not result in added maintenance and support costs and your service shall continue as renewed.