Office of Public Instruction Data Modernization Contract
Contract No: DOA-OPI-2023-0184JT

This Contract is between

State of Montana
Office of Public Instruction
(State)

And

PowerSchool Group, LLC.
(Contractor)

The parties agree as follows:

1. **GENERAL PURPOSE OF CONTRACT.** State requires Contractor's services to repair, improve, or replace existing data systems that support Montana K-12 public schools in responding and preventing the impacts of COVID on students and families. The State's data system must meet the requirements of 20-7-104, MCA. Contractor's services include both professional services and subscription services as specified in Request for Proposal DOA-OPI-RFP-2023-0184JT, Contractor's Response to Request for Proposal, the Statement of Work, and this Contract.

2. **Department of Administration Is Not A Party.** The Department of Administration is not a party to this Contract and has no rights or obligations under this Contract, including any third-party beneficiary rights.

3. **CONTRACTOR OFFERINGS.** "Contractor Offerings" means any Software as a Service ("SaaS") subscription services and professional services provided by Contractor under this Contract, including licensed third-party software, managed services, or assessments.

4. **CONTRACT TERM.** The initial term is for a period of three years. The effective date is **June 30, 2023**, and the termination date is **June 30, 2026**, unless terminated earlier or extended in accordance with this contract.

5. **TOTAL DURATION OF CONTRACT.** This Contract, including renewals, may not exceed a total of ☐ Seven years ☒ Ten years

6. **PROCUREMENT.** The procurement mechanism is DOA-OPI-RFP-2023-0184JT.

7. **CONTRACT VALUE FOR INITIAL TERM.** The contract value for the initial term is for estimation purposes only. Exhibit F Payment Schedule/Quote determines the actual pricing of the Contractor Offerings provided under this contract. The contract value for the initial term is:

	Quote 1: Software Subscription (CI and UI)	Uplift %	Uplift $	Subtotal	Quote 2: Managed Services	Uplift %	Uplift $	Subtotal	Invoice Total

	and Deployment Services									
Initial 3 Yr Term 7/1/23 - 6/30/26										
7/1/2023	$ 2,929,556.31	N/A	$ -		$ -	N/A	$ -		$2,929,556.31
7/1/2024	$ 2,304,577.44	1.90%	$43,786.97	$2,348,364.41	$284,750.00	N/A	$ -	$284,750.00	$2,633,114.41
7/1/2025	$ 2,348,364.41	3.80%	$89,237.85	$2,437,602.26	$284,750.00	3.80%	$10,820.50	$295,570.50	$2,733,172.76
Optional Contract Terms 7/1/26 - 6/30/28										
7/1/2026	$ 2,437,602.26	3.80%	$92,628.89	$2,530,231.14	$295,570.50	3.80%	$11,231.68	$306,802.18	$2,837,033.32
7/1/2027	$ 2,530,231.14	3.80%	$96,148.78	$2,626,379.93	$306,802.18	3.80%	$11,658.48	$318,460.66	$2,944,840.59

8.   **CONTRACT MANAGERS**

State's Contract Manager identified below is State's single point of contact and shall perform all contract management under 2-17-512, MCA, on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract parties must be directed to the appropriate liaison.

State Contract Manager
Grace Waring
125 N Roberts
Helena, MT 59601
(t) (406) 444-2516
(e) grace.waring@mt.gov

Contractor's Legal Manager
Attn: Michael Bisignano
150 Parkshore Drive
Folsom CA 95630
(t) (916) 839-6511
(e) legalnotices@powerschool.com

Contractor's Contract Manager
Attn: Melissa Straw
150 Parkshore Drive
Folsom, CA 95630
(t) (610) 849-7669
melissa.straw@powerschool.com

9.   **SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

9.1. Contract.

The following are incorporated by reference into this Contract. For transactions under this Contract, the order of precedence shall be as follows:

A.   This Contract
B.   Exhibit A: State Terms and Conditions
C.   Exhibit B: State of Montana Information Technology Terms and Conditions
D.   Exhibit C: Federal Terms and Conditions

E.   Exhibit D: Statement of Work

F.   Exhibit E: Payment Schedule and Quote

G.   Exhibit F. Support and SLA

H.   Exhibit G. Data Protection Agreement

I.   Request for Proposal DOA-OPI-RFP-2023-0184JT

J.   Response to Request for Proposal

9.2.   Entire Agreement.

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

(The remainder of this page is intentionally left blank)

10. **SIGNATURES.** The parties through their authorized agents signed this Contract on the dates set out below.

STATE OF MONTANA

Office of Public Instruction
P.O. Box 202501
Helena, MT 59620-2501

By: _Elsie Arntzen_
　　　71790DF5191E417...

Elsie Arntzen
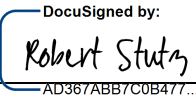Superintendent

Date: 6/29/2023

PowerSchool Group, LLC

150 Parkshore Drive
Folsom, CA 95630
FEIN: 47-4674631

By: _Angelina Hendraka_
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Angelina Hendraka
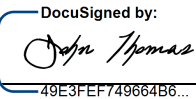Chief Accounting Officer

Date: 6/29/2023

Approved as to Legal Content

By: _Robert Stutz_
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Legal Counsel

Date: 6/29/2023

Approved as to Form
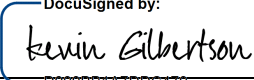
By: _John Thomas_
　　　49E3FEF749664B6...

Procurement Officer
State Procurement Bureau

Date: 6/29/2023

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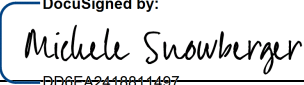
Chief Information Officer Approval:
Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

By: _____
Kevin Gilbertson
Chief Information Officer

Date: _____6/29/2023_____

Approved as to Legal Content for SITSD

By: _____
Legal Counsel

Exhibit A
State's Terms and Conditions

The following terms and conditions govern during the term of the Contract.

1. **RENEWAL**

   1.1. Contract Renewal

   State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in three-year intervals, or any interval that is advantageous to State.

   1.2. Automatic Renewals

   State is not subject to any automatic renewals for any services provided under this Contract, including any subscription services.

   1.3. State's Internal Process for Renewals

   The State's internal process for renewals is to contact the Contractor 60 days before the contract termination to open discussions about renewals, including any required amendments to the contract.

2. **COST ADJUSTMENTS**

   2.1. Cost Increase by Mutual Agreement

   After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. **SERVICES**

   The Contractor agrees to provide to the State the services described in Exhibit E: Statement of Work (SOW).

   Over the course of the Term, Contractor may, in its sole discretion, update or upgrade features, functionality, software, or user types that State and Users access pursuant to a Quote; provided that such updates will be at no cost to State and will not materially degrade existing features and functionality. Accordingly, Contractor reserves the right to update and/or upgrade the Contractor software provided to State so that it remains current with the then-current version of the Contractor software available to Contractor's customers generally. In addition, Contractor may release new features, functionality, software, or user types that are

only available under a different pricing model or on a version of Contractor software other than the version State currently accesses. In the event State desires to purchase any new features, the parties shall complete this purchase in writing through an amendment to this Contract or other written agreement.

Contractor reserves the right to discontinue a Contractor software as part of its end-of-life (EOL) policy upon providing advanced written notice to State consistent with Contractor's standard policies and procedures. Contractor will use commercially reasonable efforts to transition State to a substantially similar Contractor software. If Contractor does not have a substantially similar Contractor software, then Contractor will credit to State any unused portion of the prepaid fee for such Contractor software that is subject to EOL. Such credit can be applied towards the future purchase of a Contractor Offering within 12 months of issuance. Unused credits will expire after 12 months of their issuance, provided that if there is no possible use of the unused credit (i.e. the State is not using any other services), Contractor will provide a refund of such unused portion of the prepaid fee.

Contractor is the owner of any and all software code, applications, application programming interfaces, documentation, training content, reports, and other deliverables or work product, including any intellectual property rights appurtenant thereto, (collectively, the "Deliverables") conceived, created or developed for or provided to the State pursuant to any Contractor's Offering. Provided that all Contractor fees and expenses associated with the development and provision of such Deliverables are paid timely, during the term of the Contract, State will have a limited, paid-up, royalty-free, non-exclusive license to use such Deliverables for State's internal use only in conjunction with the applicable Contractor's Offering purchased by State under the Contract, solely for the purpose for which such Deliverables were provided. Nothing in this Contract will prevent Contractor from providing any Deliverables to Contractor's other customers or third parties. Notwithstanding the foregoing, Contractor acknowledges and agrees that any confidential information of the State incorporated into any Deliverable remains subject to the confidentiality provisions of this Contract.

4. WARRANTIES

4.1. Warranty For Contractor Offerings

A. Contractor warrants that it performs all Contractor Offerings using commercially reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract and Exhibit E Statement of Work, and relevant product/service specific documentation such as training materials or product manuals.

B. State agrees to provide timely written notice, which in no event will be more than 30 days from discovery, of any failure to comply with this warranty so that Contractor can take corrective action.

C. Contractor has acquired any and all rights, grants, assignments,

conveyances, licenses, permissions, and authorization for the Contractor to provide the Contractor Offerings described in this Contract.

D. The Contractor will not interfere with the State's access to and use of the Contractor Offerings except as provided for under Section 13 of this Contract.

E. The Contractor Offerings provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor.

F. The Contractor warrants that the Contractor Offerings it provides under this Contract does not knowingly contain malware, and that the Contractor continually takes appropriate steps to prevent malware. The Contractor must use commercially reasonable - technology designed to detect and remove worms, trojans, rootkits, rogues, dialers, malware, spyware, etc.

G. The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

H. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 (WARRANTIES), CONTRACTOR OFFERING(S), CONTRACTOR SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND THESE WARRANTIES ARE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR A CONTRACTOR REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. CONTRACTOR DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. STATE 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 EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

5. CONSIDERATION/PAYMENT

5.1. Payment Schedule

In consideration of the services to be provided, State shall pay Contractor according to the schedule outlined in the Statement of Work.

5.2. Withholding of Payment

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

State may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract). If State reasonably and in good faith disputes all or any portion of any invoice, State shall notify Contractor in writing of its objection within 60 days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. The withholding may not be greater than, in the aggregate, fifteen percent of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld. If the Parties are unable to resolve such payment dispute within thirty (30) days from Contractor's receipt of State's written objection, each Party shall have the right to seek any remedies it may have under this Contract, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

5.3. Non-reimbursable Expenses

Contractor is responsible for arranging and paying for associated expenses such as travel, lodging, meals, and supplies. The Contractor is solely responsible for these expenses and the State cannot reimburse these expenses.

5.4. Payment Terms

The State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution to facilitate State's electronic funds transfer payments.

5.5. Reference to Contract

The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

6. ACCESS AND RETENTION OF RECORDS

6.1. Access to Records

Contractor shall provide State, Legislative Auditor, or their authorized agents access to any contract and financial records related to the performance of the Contract necessary to determine Contract compliance. State may terminate this Contract under Section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2. Retention Period

Contractor shall create and retain all contract and financial records supporting services rendered for a period of 8 years after either the completion date of this Contract or termination of the Contract.

7.   PUBLIC INFORMATION

This contract and all related documents are subject to disclosure pursuant to Montana public information laws.

Under Montana public information laws, this Contract, referenced documents, including pricing documents, are all deemed public information.

8.   ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

9.   IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The Contractor agrees that any personnel substituted during the term of this agreement must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned.

State reserves the right to approve Contractor key senior personnel that are critical to the success of the delivery of the Contractor's Offering, assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval will not relieve Contractor to perform and be responsible for its obligations under this agreement. State reserves the right to require Contractor to replace key senior personnel, provided such request is reasonable and is exercised for lawful reasons. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

10.   DEFENSE, INDEMNIFICATION / HOLD HARMLESS

10.1. Indemnities by Contractor

Contractor, at its sole cost and expense, shall defend, indemnify and hold harmless the State of Montana, the contracting agency, or their officers, officials, directors, agents, employees, contractors, successors, assignees, or designees from any and all liability, actions, claims, demands, causes of actions, judgments, suits, settlements, penalties, or fines, and all related

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

costs, court costs, attorney fees, expert fees, and other expenses, arising out of, resulting from, or related to third party claims of:

A. Any acts or omissions of Contractor, its employees, sub-contractors, assignees, or third-party providers in or in connection with the execution or performance of the Contract and any purchase order issued under the Contract, except for the sole negligence of the State.

B. Any and all third-party claims alleging use of Contractor Offerings infringes the United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights; except to the extent the applicable claim arises from or is attributable to: (i) modifications to the Contractor Offering(s) by any party other than Contractor or its subcontractors or based on State's specifications or requirements; (ii) the combination of the Contractor Offering(s) with products or processes not provided or authorized by Contractor; (iii) any unauthorized use, access, or distribution of the Contractor Offering(s); or (iv) any action arising as a result of data provided by State, or any deliverables or components not provided by Contractor.

C. Any confirmed breach, disclosure, or exposure of data or information of the State of Montana's data that is provided to or obtained by Contractor in connection with the Contract, including State data, customer data, confidential information of the State or Customer, any personal identifying information, or any other protected or regulated data by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase orders issued under the contract to the extent attributable to Contractor's performance of the Contract; and

D. Tax liability, unemployment insurance, workers' compensation, or expectations of benefits by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase orders issued under the contract.

10.2. Coordination of Defense

State shall give Contractor prompt notice of any claim, and at Contractor's expense, State shall cooperate in the defense of the claim. Contractor acknowledges that under Montana law, the Montana Attorney General, at its expense, may participate in an action involving the state of Montana.

10.3. State Reimbursement

If, after 10 days, Contractor fails to reasonably comply with its defense obligations under this section, State may undertake its own defense upon notice to Contractor. If State undertakes its own defense, Contractor shall reimburse State for all reasonable costs to State resulting from (i) settlements, judgments, losses, damages, liabilities, and penalties, fines, and (ii) defense of the Claim, including but not limited to attorney fees, court

costs, and the costs of investigation, discovery, and experts.

10.4. Sole and Exclusive Remedy.

THIS SECTION 9 (INDEMNIFICATION) SETS FORTH CONTRACTOR'S SOLE LIABILITY AND STATE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.5. Indemnification by State.

To the extent permitted under applicable law and attributable to actions or omissions within State's reasonable control, State agrees to indemnify and hold Contractor and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "Contractor Indemnitees") harmless against and from any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a Contractor Indemnitee to the extent relating to or arising out of: (a) any State Data; (b) any information or content (other than Contractor-provided content) transmitted or submitted by State or its Users through the Contractor Offering or shared with any third party; or (c) State's gross negligence or willful misconduct.

11. LIMITATION OF LIABILITY

11.1. During year one and two of this Contract, beginning on the effective date of this Contract, Contractor's liability is limited to direct damages and to no more than the total Contract value not to exceed $8,296,000.00.

11.2. During year three and any subsequent years of this Contract, Contractor's liability is limited to direct damages and further to no more than twice the annual value of the Contract in the year the claim(s) arose.

11.3. Further, Contractor's liability for any direct damages associated with a data or security breach is limited to the extent such breach was caused by the Contractor up to the amount of cyber-insurance policy limits required under this Contract, (i.e., $5,000,000.00).

11.4. Contractor shall not be liable for special incidental, consequential, punitive damages.

11.5. The above limitation pertaining to the monetary cap of the Contractor's liability shall not apply to (collectively the "Excluded Claims"):

1) liability for damage or loss caused by injury to persons or tangible property;

2) amounts due or obligations under a clause imposing a duty to defend or indemnify;

3) related to intentional conduct or gross negligence of the Contractor;

4) violation of intellectual property rights but not limited to patent, trademark, or copyright infringement; or

5) violation of state or federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed because of such violation.

11.6. To the maximum extent permitted by law, the collective aggregate liability of each party and its affiliates for "Excluded Claims" will be limited to direct damages and will not exceed the greater of five times the total amounts actually paid by State to Contractor in the immediately preceding 12- month period for the applicable Contractor Offerings on which the claim is based or $8,296,000.00.

11.7. Exceptions. Notwithstanding the foregoing, the limitations in this section shall not apply to liability arising out of a party's gross negligence, fraud, or matters for which liability cannot be legally excluded.

11.8. No other limitation of liability shall apply to this Contract.

12. REQUIRED INSURANCE

12.1. Primary Insurance

Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

12.2. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.3. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability policies. Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

12.4. Commercial General Liability

Contractor shall maintain coverage at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least $2,000,000 per occurrence and $2,000,000 in the aggregate per year to cover such claims as may be caused by any negligent or other wrongful act, error, or omission of Contractor or its employees, officers, officials, agents, volunteers, or subcontractors.

Contractor grants to State a waiver of any right to subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insureds for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

12.5. Specific Requirements for Cyber/Data Information Security Insurance

The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of $5,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive,
the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non- renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a

minimum of three (3) years after completion of work.

12.6. Compliance With Workers' Compensation Act

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

13. COMPLIANCE WITH LAWS

In performing its duties in this Contract, Contractor shall comply with all applicable federal, state, or local laws, rules, ordinances, policies, and executive orders. To the extent there is a conflict between two or more laws, Contractor must determine the most appropriate course of action.

Contractor is the employer of its employees for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that:

A. the hiring of persons to fulfill Contractor's duties in this Contract will be made based on merit and qualifications; and

B. there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Any subcontracting by Contractor obligates subcontractors to the above.

14. CONTRACT TERMINATION

14.1. Suspension.

If State's account is 30 days or more overdue for any Contractor product or service (except with respect to charges then under reasonable and good faith dispute), Contractor reserves the right, in addition to any of its other rights or remedies, suspend State's access to any Contractor Offering without liability to State, until Contractor receives all amounts due.

Suspension shall not relieve State of its obligation to pay the entirety of the fees due. In addition, Contractor will have the right to suspend provision of the Contractor Offering under this Contract as it pertains to the User or Users at issue to the extent: (a) State or User accessed or used the Contractor Offering beyond the scope of the rights granted or for purpose not authorized under this Contract; (b) State or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Contractor Offering; or (c) State is notified that an objective security threat arises so great as to warrant immediate action by Contractor to protect the security of State Data and the Contractor systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Contractor's control.

14.2. Termination for Convenience

State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 60 days before the effective date of termination of the then current subscription term, provided however that no such termination shall be effective until the end of the then-current subscription term. In the event of such termination, State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect, and State shall not receive a refund or credit for the pre-paid annual subscription or license fees. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14.3. Termination for Cause with Notice to Cure Requirement

Either party may terminate this Contract for the other's failure to perform any of its duties under this Contract after giving written notice of the failure to the other. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.4. Reduction of Funding

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide written notice to Contractor of the date State's termination shall take effect, which shall in

no event be less than 30 days prior to the end of the applicable fiscal period or subscription term. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, except for annual subscription fees paid or payable to Contractor, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14.5. Terrorism, Suspension or Debarment, or Otherwise Ineligible

The State has the absolute right to terminate the Contract without recourse in the following circumstances:

A.   Contractor is listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control;

B.   Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration; or

C.   Contractor is found to be ineligible to hold the Contract under the laws of the State of Montana.

15.   EVENT OF BREACH – REMEDIES

15.1. Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

A.   Products or services furnished fail to materially conform to any requirement, provided that if State notifies Contractor in writing of a breach of this warranty, Contractor will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to State, or (b) if Contractor determines such remedy to be impracticable, issue State a credit or refund of a portion of the fees pre-paid by State for the nonconforming Subscription Service that fairly reflects (at Contractor's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes State's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

B.   Failure to perform any of the other material terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 18.1, Technical or Contractual Problems, obligations; or

C.   Voluntary or involuntary bankruptcy or receivership.

15.2. Event of Breach by State

State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

15.3. Actions in Event of Breach

A.   Upon Contractor's material breach, State may:

- Terminate this Contract under Section 13.1, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

B.   Upon State's material breach, Contractor may:

- Terminate this Contract under section 13.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

16.   WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17.   FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice

be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

18. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

19. MEETINGS

19.1. Technical or Contractual Problems.

Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of 3 full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

19.2. Progress Meetings

During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

19.3. Failure to Notify

If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

19.4. State's Failure or Delay

For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to

the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

20. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates.

21. CHOICE OF LAW AND VENUE

21.1. Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 9, Defense, Indemnification/Hold Harmless.

21.2. Nothing in these provisions shall be construed as a waiver of the sovereignty or

governmental immunity the State enjoys, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or consent to jurisdiction based thereon.

22. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111- 148, 124 Stat. 119].

23. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

24. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

25. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

26. WAIVER

A party's waiver of any obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Party's obligation or responsibility.

27. PUBLIC DISCLOSURE

No public disclosures or new releases about this Contract shall be made by Contractor without prior written approval by the State.

28. SURVIVAL

All provisions in this Contract that relate to warranties, State Master Information Technology Terms and Conditions, Audit, Payment, Indemnification, Defense, and Hold Harmless, and Limitation of Liability, shall survive any termination of this Contract.

EXHIBIT B
MONTANA INFORMATION TECHNOLOGY TERMS AND CONDITIONS

The services provided by the Contractor involve information technology resources.
(Check the box of the highest classification of public and non-public data owned by the State)

☒ Public Data – Level 1 mapped to Federal Information Processing Standards (FIPS) 199 LOW

☒ Non-public Data – Level 2 mapped to FIPS 199 MODERATE

☐ Non-public Data – Level 3 mapped to FIPS 199 HIGH

☐ No Data

These services are for:

☐ On premise system

☒ Cloud system ☒ SaaS ☐ PaaS ☐ IaaS

☒ Other: (describe) Professional Services

No Data	Public Data	Non Public Data	Heading	IT Terms and Conditions
√	√	√	1. IT Oversight	**CIO Oversight** The Chief Information Officer (CIO) for the State of Montana, or designee, may perform oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur while performing services. The CIO may require the issuance of a right to assurance or may issue a stop work order. **Right to Assurance** If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under these Terms and Conditions, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for termination and pursuing the rights and remedies available to the State. **Stop Work Order** State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the required work for the period of days

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

					indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under these terms and conditions. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under these terms and conditions is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Contract Manager shall make the necessary adjustment in the delivery schedule or price, or both, and the services shall be amended in writing accordingly.
	√	√		2. **Data Classification**	The following definitions are used to classify State data. **Level 1 Data Mapped to FIPS 199 LOW (Public Data)** "Level 1 Data" means information available to the general public and eligible for public access. Data that is classified as State of Montana Level 1 would reside in information systems that are categorized as Low. **Level 2 Data Mapped to FIPS 199 MODERATE (Non-Public Data)** "Level 2 Data" means information that disclosure to third parties or the public is governed by specific laws that determine and protect confidentiality. Data that is classified as State of Montana Level 2 would reside in information systems that are categorized as medium. **Level 3 Data Mapped to FIPS 199 HIGH (Non-public Data)** "Level 3 Data" means information that, if divulged, could compromise or endanger citizens, employees, or safety assets of the State. Data that is classified as State of Montana Level 3 would reside in information systems that are categorized as high State "Data" does not include De-identified Data, Meta-Data, or Aggregate Data.
	√	√		3. **Data Ownership**	**Data Ownership** The State owns all right, title and interest in its data that is related to the services provided. The

				State data may also include data from a third-party. **Data Access** The Contractor shall not access State of Montana user accounts, or State data, except (i) in response to service or technical issues, (ii) as required by the express terms of services engagement document, or (iii) at the State's written request.
	√	√	**4. Data Usage**	**Data Disclosure - Prohibition** At no time will any information, belonging to or intended for the State of Montana, be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction, except as provided herein. **Confidential Data - Usage** The Contractor will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum degree necessary to accomplish the services. Protection of personally identifiable information privacy, and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State information at any time. **Limitation on Usage to Purpose of Services** Contractor may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. **Data Safeguards** The Contractor shall safeguard the confidentiality, integrity, and availability of State information. **Authorized Personnel** Only duly authorized personnel will have access to State data and may be required to obtain security clearance from the State. **Subsequent Use** Except as provided herein, the Contractor shall not use any data for subsequent use that has not been expressly authorized by the State. Notwithstanding anything to the contrary, State

hereby agrees and acknowledges that Contractor shall have the right to process, aggregate and analyze De-Identified Data, Meta-Data, Aggregate Data, relating to the provision, use and performance of various aspects of the Contractor Offering and related systems and technologies, and Contractor will be free (during and after the Term) to: (i) use such De-identified Data, Meta-Data, or Aggregate Data, or to improve and enhance the Contractor Offering and Contractor Software and for other development, diagnostic and corrective purposes in connection with the Contractor Offering, Contractor Software, and other Contractor products and services, and (ii) disclose De-identified Data, Meta-Data, Aggregate Data, or Transaction Data solely in connection with its business, including, without limitation, for training.

For purposes of this Contract, De-identified Data shall mean information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual, User, or the State provided that the Contractor: (a) takes reasonable measures to ensure that the information cannot be associated with an individual or User; (b) publicly commits to maintain and use the information in de-identified form and not to attempt to re-identify the information, except that the Contractor may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of this definition; and (c) contractually obligates any recipients of the information to comply with the terms of this definition.

Meta-Data shall mean information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation. Metadata does not contain Personally Identifiable Information.

Aggregate Data shall mean raw data gathered and expressed in a summary form for statistical analysis.

For clarity, Contractor does not rent, sell, or

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

					otherwise provide access to student data, to third parties for marketing or advertising purposes. To further clarify, Contractor does not shore identified, de-identified or transactional data with any third parties, without written consent from the State.
		√		**5. Data Location**	**Data Location** The Contractor shall not store, process, or transfer any non-public State of Montana data outside of the United States, including for back-up and disaster recovery purposes.
√	√	√		**6. Remote Access**	**Remote Access** Montana information technology resources cannot be accessed by contractors or sub-contractors located outside of the legal jurisdictional boundary of the United States (outside of the United States, its territories, embassies, or military installations).
		√		**7. Breach and Notification**	**Notification to State** The Contractor must notify the State of Montana Chief Information Security Officer without undue delay of any confirmed incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Montana data. **Notification to Person** The Contractor shall comply with §2-6-1503, Mont. Code Ann., including if the data is unencrypted, the Contractor shall make reasonable efforts upon confirmation or notification of a breach to notify any person whose personal information is reasonably believed to have been acquired by an unauthorized person. This notification may be delayed at the request of law enforcement. **No Limitation of Liability for Contractor Negligence** The Contractor cannot limit its liability to relieve the Contractor or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to indemnify or hold a Contractor harmless.
	√	√		**8. Termination and Suspension of Services**	**Suspension of services** During any period of suspension, negotiation, or disputes, the Contractor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Montana data.

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

					Termination of a portion or of the entire services provided. In the event of termination of any services or Contract in entirety, the Contractor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Montana data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, Contractor will continue to secure and back up State of Montana data covered under the provided services. After such 90-day period, the Contractor shall have no obligation to maintain or provide any State of Montana data. Thereafter, unless legally prohibited, the Contractor shall dispose securely of all State of Montana data in its systems or otherwise in its possession or control, as specified herein. **Post-Termination Assistance** The State of Montana shall be entitled to any post- termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Contract or Service Level Agreement.
		√		**9. Data Disposition**	The State's data may be disposed at the termination of services using one of the following methods: **State Removal with Contractor's Tools** the State may remove or destroy the State's data using the Contractor's tools. **Contractor to Return State Data** Contractor will account for and return all State data in all of its forms. The data shall be returned in a format acceptable to the State. At no time shall any data or processes that either belong to or are intended for the use of State of Montana or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor. **Contractor to Destroy State Data** When required by the State of Montana, the Contractor shall destroy all requested data in all of its forms Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) SP 800-88 'Media Sanitization Guidelines'.

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

				Certificate of Destruction In all cases, the contractor will certify that all State of Montana processed during the performance of the services will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed, the contract is terminated, or upon written request of the State. Notwithstanding the forgoing, Contractor may retain Meta-data and backups of State data as reasonable for the ordinary course of business. Contractor shall use the same level of care and security for the backups as Contractor uses for its own confidential data. Such backups will be deleted in accordance with Contractor's Data Retention Policy.
√	√	√	**10. Subcontractor**	The Contractor shall be responsible for ensuring its subcontractors' compliance with these terms and conditions.
	√	√	**11. Notification of Legal Requests**	**Notification of Requirement to Access State Data** The Contractor shall contact the State of Montana upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. **Legal Request for State Data** Regarding State of Montana data and processes, the Contractor shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.
		√	**12. Data Encryption**	**In Transit and At Rest** The Contractor shall encrypt all data in transit, regardless of transit mechanism, and at rest. **Encryption Standards** The Contractor's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS 140-2 and subsequent security requirements guidelines. The Contractor and State of Montana will negotiate mutually acceptable key location and key management details.
	√	√	**13. System Security**	**Contractor Responsibility** Contractor shall ensure systems delivered are

| | | | | adequately secure. Adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information technology.

State Security Policy, Framework, Standards, and Controls
The State of Montana has established security policy, framework, standards, and controls that align with the ISO27001:2013 Framework.

Managerial, Operational, and Technical Controls
All computer systems receiving, processing, storing, or transmitting State of Montana data must meet the control requirements for the associated security categorization within ISO27001:2013. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to State of Montana data.

Independent Security Audits
Contractor shall provide reasonable proof, through independent audit reports, that the system specified in delivering the services meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the State's data and information technology.

Annual Assurance
Annual assurance statements shall be delivered to the Contract Manager. Annual assurance statements must contain a detailed accounting of the security controls implemented. |
| | √ | √ | **14. Security Standard Compliance Certificate** | **Security Certification**
The Contractor shall meet, and provide proof of, one or more of the following Security Certifications.
• ISO 27001:2013
• SOC 2 Type II as available for the relevant products |

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

				• Or other industry recognized certification, as approved by the State, only if the Contractor cannot provide one of the above certifications.
√	√	√	15. **Background Check**	**State-Approved Criminal Background Checks** The Contractor warrants that they will only assign employees and subcontractors who have passed a state-approved criminal background check.
√	√	√	16. **Security Awareness**	The Contractor shall demonstrate that the Contractor's officers, employees, agents, subcontractors, and affiliated users, have completed security awareness training within the past 12 months before gaining access to state information technology resources or may complete state-approved annual security awareness training.
√	√	√	17. **Physical Activities and Spoofing**	**Prohibited Activities** Contractor and its officers, employees, agents, subcontractors, and affiliated users shall not violate or attempt to violate the security of the State's network or interfere or attempt to interfere with the State's systems, networks, authentication measures, servers or equipment, or with the use of or access to the State's network by any other user. Such prohibited activity includes: (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the State's network or other systems; and (iii) attempting to portray itself as the State or an affiliate of the State or otherwise attempting to gain access, without authorization, via the State's network or systems to any account or information technology resource not belonging to Contractor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). Contractor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the mt.gov domain or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails

				using the State's domain.
√	√	√	**18. Blind or Visually Impaired**	No state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.
√	√	√	**19. Sanction**	**Violation of Terms and Conditions** The violation of these terms and conditions may also be a violation of state and federal law and include both civil and criminal penalties. Depending on the offense, if the offender is an employee of the state, the offender may be dismissed from employment and may not be allowed to hold a public office or public employment in the state for a period of one year from the date of dismissal.
√	√	√	**20. Linked Terms and Conditions**	The parties specifically agree that any language or provisions contained on either party's website or product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend these Terms and Conditions.
√	√	√	**21. Indemnification**	**Indemnification** The State shall not indemnify the contractor or sub- contractors under any circumstance.

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

Exhibit C
Federal Terms and Conditions
(Non-Construction)

NOTE: NO EXCEPTIONS TO THE LISTED FEDERAL TERMS AND CONDITIONS WILL BE CONSIDERED. THE STATE IS NOT PERMITTED TO ALTER THESE TERMS AND CONDITIONS THROUGH OUR FEDERAL PARTNER.

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the contractor/vendor agrees to acceptance of the following Federal Terms and Conditions along with all other provisions that are specific to this solicitation or contract as applicable.

1.   Nondiscrimination

Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.
b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2.   Lobbying

Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

3.   Drug-Free Work Place

Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

4.   Environmental Protection

a. Contractor agrees that its performance under this contract shall comply with:
1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
3) The Resources Conservation and Recovery Act (RCRA);
4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
5) The National Environmental Policy Act (NEPA);
6) The Solid Waste Disposal Act (SWDA);
7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
b. In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this contract may have on:
1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

DOA-OPI-2023-0184JT
OPI PowerSchool Data Modernization

5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

5. Use of United States Flag Vessels

Contactor agrees that travel under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

The Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

6. Debarment and Suspension.

Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Contract. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractors contract files and shall be subject to audit by Federal and State audit agencies.

7. Buy American Act.

Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America, and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. Uniform Relocation Assistance and real Property Acquisition Polices

Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of

persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

9.   Copeland "Anti-Kickback" Act

Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10.   Contract Work Hours and Safety Standards Act

Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Contract, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Contract shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

11.   Rights to Inventions Made Under a Contract or Agreement.

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12.   Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Any Contract or subcontract in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.   Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the

non-Federal award.

14. System For Award Management and Unique Entity Identification Number Requirements.

Contractor agrees to comply with the System for Award Management (Sam.gov) maintained by the General Services Administration. Contractor shall provide a Unique Entity ID assigned to it.

15. Procurement of recovered materials.

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses

2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this Contract as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this Contract with the state.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.

PowerSchool

Exhibit D: Statement of Work

Statement of Work (SOW)

DATA MODERNIZATION SYSTEM INTEGRATION

Date:
June 25, 2023

Prepared for:
Montana Office of Public Instruction

Prepared by:
PowerSchool Group, LLC.

PowerSchool

Table of Contents

1. SOW Overview and Outline

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This project includes consulting services plus system implementation services, in response to Montana's request for a data modernization and system integration engagement.

The following pages describe the overall project engagement, workflows, and major milestones. Behind those pages are a series of appendices that describe the detailed implementation steps and deliverables for each PowerSchool product module that Montana will be deploying, as well as the detailed steps and deliverables for the system assessment.

This SOW document has been organized into the following sections:

Project Summary

A narrative and overview of the overall project. Summary describes the overall engagement, project workflows, and major milestones.

Detailed SOW Sections

Detailed SOW sections provide additional support to the Project Summary and describe in detail the implementation steps and deliverables for deployment of each PowerSchool product, as well as detail on other project workstreams. The following appendices are included:

- *Section A: System Assessment Consulting*
- *Section B: Connected Intelligence Data as a Service Deployment*
- *Section C: Unified Insights Essentials – PS SIS Deployment*
- *Section D: Unified Insights Essentials – SIS Connected Deployment*
- *Section E: Unified Insights Advanced Student Bundle Deployment*
- *Section F: Unified Insights Community Engagement Deployment*
- *Section G: KTO for Customization*
- *Section H: Customer Education*
- *Section I: Managed Services*
- *Section J: Payment Schedule*
- *Section K: Project Plan*

1.1. Project Overview

This project will consist of 2 primary workstreams, which will be further broken down into major milestones and deliverables. The workstreams and major milestones are defined as follows:

Workstream: System Assessment Consulting

PowerSchool will partner with Amazon Web Services (AWS) to perform two inter-related assessment efforts:

- **Application Modernization Assessment** of the existing OPI data sources and applications identified in the *OPI system inventory-Ver 3.0 worksheet* shared with vendors participating in the *DOA-OPI-RFP-2023-0184JT* bid process.

- **Migration Readiness Assessment** to gain insights into OPI's cloud journey to date, understanding current strengths and weaknesses from the perspective of a common methodology (Cloud Adoption Framework) and recommendations for next steps.

Recommended timelines for the assessment efforts have been provided in the project plan but may be adjusted dependent on OPI stakeholder availability. The assessment efforts are slated to take place as early as possible in the project but may be conducted in parallel with provisioning of the Connected Intelligence data lake and related Unified Insights modules. In particular, the Application Modernization Assessment involves a relatively intensive discovery process that will require involvement from OPI business users, IT, security, and data leads, as well as executive and legal stakeholders, so we highly recommend that all or most of the discovery take place in onsite workshops led by the AWS team.

There will be 3 major milestones defined for this workstream:

- **Milestone 1:**
  - Onsite and/or remote workshops (as determined by OPI) with relevant stakeholders for the identified data sources and applications to identify requirements for data ingestion, interfaces, security, governance, downstream integrations, integrated BI tools, etc.
  - Draft delivery of assessment output deliverables, to include:
    - Documented agile epics for each identified system and corresponding high-level stories, e.g., data sources and ingestion frequency, data size and volume, HA/DR requirements, charge back requirements, pertinent regulatory requirements, agility/reusability requirements, data dependencies, orchestration, logging, and monitoring requirements, and data protection requirements including access controls, encryption, and row/column level security.
    - Recommendation for future state disposition of all systems in assessment scope, including:
      - Rehosting: "lift-and-shift"
      - Re-platforming: "lift-tinker-and-shift"
      - Relocate
      - Repurchasing: moving to a different product
      - Refactoring / Re-architecting
      - Retire

- Retain (usually this means "revisit" or do nothing for now)
  - Migration strategy:
    - Wave based approach for migration
    - Roadmap
    - Hybrid Architecture
    - Future Architecture
  - High-level solution build/development estimates for the future state of each system, noting that while many systems may be candidates for migration to the Connected Intelligence data lake, many legacy systems may require other modernization strategies due to integrated application logic, deprecated software components, outdated functionality, or other reasons.
  - Data security requirements to include encryption, access control requirements, data masking, tokenization or de-identification requirements, audit, logging, and compliance needs

- **Milestone 2:** Iterative feedback based on Montana review of draft deliverables.

- **Milestone 3:** Deliverable updates and final approval from Montana, to include approvals to migrate selected data sources to the Connected Intelligence data lake.

Details for this consulting workstream are provided in the following SOW Section:
- *Section A – System Assessment Consulting*

Workstream: Connected Intelligence / Unified Insights Solution Implementation

Montana is purchasing subscriptions for several PowerSchool data and analytics solutions. Under this SOW, PowerSchool will assist Montana with implementation of those solutions. Purchased modules that will be implemented under this SOW include the following:
- **Connected Intelligence:** Data Lake built on Snowflake technology where all OPI data will be housed for data sharing purposes
- **Unified Insights – Essentials:** As the core module of Unified Insights data warehouse and analytics platform, Essentials will contain all data loaded from the LEAs for visualization. This core module can provides analytics to end users at the state, district, or building level should MT choose, with hundreds of out-of-the-box dashboard metrics that can adapted as needed to Montana's specific requirements
- **Unified Insights – Risk Analysis:** As part of the Advanced Student Bundle, Risk Analysis will accelerate the identification of at-risk students based on predictive analytics models to enable the state of Montana to take proactive action based off of data-informed decisions and monitor school and district-wide intervention impacts.
- **Unified Insights – Student Readiness:** As part of the Advanced Student Bundle, Student Readiness will monitor key components such as student credits, graduation analytics, and National Clearinghouse data to identify student performance after high-school.
- **Unified Insights – Community Engagement**: A separate, externally focused instance of the Unified Insights platform. Community Engagement will serve as a direct GEMS replacement for the state of Montana with public-facing dashboards.

Major milestones for this workstream will be defined as follows:

- **Milestone 4: Connected Intelligence Deployment**

  - **Milestone 4a:** Deployment of Connected Intelligence platform, tools, and data lake, with replication enabled from initial data sources. Initial connected data sources to include:
    - Infinite Campus AIM State Edition
    - All Montana district instances of PowerSchool SIS
      - Using the 50 technical training hours included for Connected Intelligence, PowerSchool will demonstrate and assist Montana in writing extracts to export PowerSchool SIS data from Connected Intelligence so MT OPI can load data into Infinite Campus AIM State Edition for data validation and certification.
  - **Milestone 4b:** Replication of up to 6 additional Montana data sources into Connected Intelligence. Target data sources may be identified as part of the System Assessment, or by other means by Montana. Services to perform integration of these additional 6 data sources will be available for up to 2 years, and it is expected that this sub-milestone may extend beyond other subsequent milestones.

- **Milestone 5: Unified Insights Deployment**

  - **Milestone 5a:** Base deployment of Unified Insights modules. Sequencing of module implementation is recommended as follows:
    - Unified Insights – Essentials: Deployment of Unified Insights Platform and Essentials module for state-wide implementation and delivery of student-data dashboards and analytics. Two Unified Insights SIS connectors will be implemented to transform and move SIS data from the Connected Intelligence data lake to the structured Unified Insights data warehouse on a nightly basis:
      - Infinite Campus SIS connector for AIM State Edition data (as described in detail in the "Essentials SIS Connected" Section)
      - PowerSchool SIS connector for consolidated PS SIS district data (as described in detail in the "Essentials PS SIS" Section)
    - Unified Insights – Risk Analysis: Deployment and configuration of Risk Analysis module for state-wide implementation, which runs on top of the data from Essentials.
    - Unified Insights – Student Readiness: Deployment and configuration of Student Readiness module for state-wide implementation, which runs on top of the data from Essentials and can incorporate National Student Clearinghouse data from Montana districts if they have a subscription are able to provide files. Courses and credits data is also included and is sourced from the Student Information System.
    - Unified Insights – Community Engagement: Deployment and configuration of separate externally-facing Unified Insights platform instance with Community Engagement module, which incorporates data from Essentials plus other file-base data provided by Montana for community consumption.
      - Note: Sequencing of Community Engagement deployment may be moved forward if desired by Montana and can be deployed in advance of or in parallel to other Unified Insights modules listed above.

  - **Milestone 5b:** Unified Insights Customizations. KTO hours have been included in Montana's purchase to allow for customizations to the base Unified Insights data and content, as defined and prioritized by Montana. KTO ("Keys To Ownership") hours are pre-

paid Services hours that can be used flexibly for customizations, additional consulting, or other Services that Montana requires over the course of the contract for either Unified Insights or Connected Intelligence. KTO hours will be available for up to 2 years, and it is expected that this sub-milestone may extend beyond other subsequent milestones.

- **Milestone 6:** Post Deployment Analysis and Assessment. Expected to last approximately 5 months after the base Connected Intelligence and Unified Insights deployments are completed. Montana to operate and assess the solution and identify any areas of concern or opportunities for improvement. Additional customization requirements may be uncovered during this phase which can be addressed using available KTO hours.

- **Milestone 7:** Formal signoff and acceptance of deployed solution by Montana.

Details describing the specific implementation steps for each module in this workstream are defined in the following SOW appendices:

- *Section B: Connected Intelligence*
- *Section C: Unified Insights Essentials – PS SIS (PowerSchool SIS source data)*
- *Section D: Unified Insights Essentials – SIS Connected (Infinite Campus source data)*
- *Section E: Unified Insights Advanced Bundle (includes Risk Analysis and Student Readiness)*
- *Section F: Unified Insights Community Engagement*
- *Section G: KTO for Customization*
- *Section H: Customer Education*

1.2. Customer Education and Organizational Change Management

PowerSchool recognizes that a project of this magnitude will be successful with a significant level of guidance for organization change management (OCM). In addition, we believe that organizational change management and training go hand in hand. Robust training is a critical aspect of any good change management plan. Lastly, OCM will occur throughout the project, starting in month one. The vision deck, stakeholder engagement and communication plan will be monitored from start to finish as new contextual needs emerge.

<u>Organizational Change Management Approach</u>
1. The following section describes our OCM philosophy and approach, which will be adapted to best meet OPI's unique needs upon meeting with your stakeholders. **Create a context conducive for change.**
   a. During this step, PowerSchool will interview leaders to assist in the creation of a narrative for why change is needed. Leaders will include between 3-4 executive/senior team members (as selected by OPI) who will be impacted by the data modernization project, representing functions in information technology and academics (i.e. teaching and learning, school improvement/engagement, education innovation and student support). We also recommend selecting 1-2 highly influential and respected individuals who have a good grasp of OPI dynamics, regardless of level in the OPI organization.
   b. We will conduct interviews in the first two of the project to identify a issues of concern prior to the project progressing too far along. These interviews will allow PowerSchool/OPI to collectively understand the landscape, including any potential hurdles. This understanding will

help drive the right approach given the OPI context.

   c. In addition, our goal will be to craft a sense of urgency for why change is needed (i.e. per John Kotter). This narrative will be utilized throughout the project.

   d. During these interviews, we will also gauge the sentiment of OPI staff about the project in general. During these processes, we will lean on *CBAM's stages of concern* philosophical model.

   e. Once these interviews have been completed, PowerSchool will draft a synthesis of interview findings and further refine the approach, timeline and desired outcomes.

   f. Deliverables: OCM approach and timeline and proposed outcomes.

2. **Create an OCM team to guide the effort.**

   a. Leaders must assemble a team of people with the necessary skills and credibility to lead the change effort.

   b. During this step, we will also identify key stakeholders, including their level of influence and interest, and how to communicate with each type of stakeholder.

   c. Deliverables in this phase will include a stakeholder engagement plan.

3. **Develop a vision and strategy.**

   a. Once technical teams have moved further along in their discovery and ideation processes, we will bring the leadership group back together.

   b. Using two tools--the *Knoster model* and *Innovation Configuration Maps*--we will craft a compelling vision and strategy that can be clearly articulated across the organization.

   c. We will rely on the leadership team to test where gaps may exist, seeking out *technical and adaptative issues*.

   d. Included within this strategy will be a professional learning plan for equipping current staff with opportunities to fully engage and be successful in OPI's new digital ecosystem. Note: the first session will be an abbreviated remote introductory session on change management principles and the models used to develop our vision and strategy – this can happen prior to technical teams completing their work.

4. **Engage stakeholders and communicate the change vision.**

   a. In this phase, we will work with OPI to actively engage stakeholders on key aspects of the plan.

   b. PowerSchool, in collaboration with OPI, will create a communication plan for the entire organization, using a variety of channels and methods.

   c. Deliverables in this phase include a communication plan with approval from OPI.

5. **Invest in professional learning.**

   a. This occurs through PowerSchool's customer education team and is outlined specifically in the next section and in appendices.
During this phase, PowerSchool will also note as part of OCM deliverables an assessment of net new OPI capabilities / resources to support the data modernization process.

6. **Creating short-term wins (throughout).**

   a. Leaders must create and recognize and communicate small, tangible wins along the way to build momentum and sustain motivation (per John Kotter). We will incorporate these into the strategy, highlight and communicate these wins so they are known and felt throughout the organization.

7. **Monitor progress.**

   a. We will jointly develop a plan to determine how to monitor progress, including levels of use or

fidelity of implementation where applicable.
   b. Note: we will test how the vision is resonating with key stakeholders.

Training and Customer Education

- Prior to moving to the Closing phase of the project and transitioning to ongoing support, PowerSchool will provide training to OPI and Montana end users. PowerSchool will work in partnership with OPI and stakeholders to develop a training plan that is customized to your needs—from the State-level down to district users. The plan will also outline OPI's goals for training, success criteria and targeted audience. In addition, the plan will incorporate dates and times for all training sessions to occur as well as mode of training (in person vs. remote).

PowerSchool's ultimate training goal is to build capacity throughout OPI and Montana schools; thereby, reducing the need (and costs) of training over time.

We are proposing OPI make extensive use of the "Train the Trainer" concept. PowerSchool's commitment to and application of the "Train the Trainer" process has been effectively demonstrated in large-scale implementations. It will be employed in every possible instance to foster OPI team's ownership of the learning, to encourage the team's self-sufficiency, and to deliver best business value. Additional Customer Education details are provided in *Section H – Customer Education*.

1.3. Project Plan

A preliminary Gantt-chart project plan is provided as *Section K*. This high-level plan shows the anticipated timeline for project workstreams and milestones and will be used as a starting point for detailed project plan which will commence upon project kickoff. An updated project plan will be maintained as a living document and will be updated collaboratively between the PowerSchool and Montana project managers during the project.

1.4. Project Management

A PowerSchool project manager will be assigned to manage the delivery of this SOW. Montana shall also assign a project manager to act as the primary point of contact for PowerSchool, and to facilitate coordination of resources and execution of activities required by Montana over the course of the engagement.

Ongoing project management activities will include:
- Initial and ongoing project planning
- Project communication including detailed weekly status reporting and maintenance of a JIRA project board for tracking and management of project tasks
- Resource scheduling and resource management
- Facilitation of cross-functional team working sessions, ongoing collaboration, and stakeholder meetings
- Use case and delivery prioritization and scheduling
- Ongoing project SWOT management with a focus on Risk Management and Issue Management

Customer responsibilities for project management include:

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Montana resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Provide access for PowerSchool to source systems to enable configuration and maintenance of PowerSchool connector for extracting data from source systems to load into Unified Insights.
- Assist with source system data investigation if required for integration troubleshooting and updates.

1.5. Managed Services

In addition to the initial consulting and implementation services described in this SOW, PowerSchool will also provide ongoing Managed Services in support of Montana's ongoing use of the solution. These Managed Services go beyond what is included in base subscription support services. Details of the Managed Services that are included are defined in *Section J: Managed Services*.

1.6. SOW Fees

This is a fixed-price SOW, including fixed annual fees for managed services. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Work performed by PowerSchool / AWS on this SOW is expected to be a mix of both onsite and remote. Any onsite travel by PowerSchool / AWS resources to Montana will be preapproved, and actual travel expenses incurred will be billed to Montana at cost.

2. Section A - Montana OPI System Assessment Consulting

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes consulting services that will be provided to Montana OPI.

PowerSchool will partner with Amazon Web Services (AWS) as subcontractor to this SOW. The combined PowerSchool / AWS team will perform a systems assessment and provide recommendations as described in this SOW. The assessment will be executed in 2 phases as follows:
- Phase 1: Application Modernization Assessment
- Phase 2: Migration Readiness Assessment

Work performed by PowerSchool / AWS on this SOW is expected to be a mix of both onsite and remote. Any onsite travel by PowerSchool / AWS resources to Montana will be preapproved, and actual travel expenses incurred will be billed to Montana at cost.

Services and Deliverables in Scope

Assessment Deliverable 1: Application Modernization Assessment

Application Modernization Assessment is one of the first and critical steps in the journey to modernization. It allows us to dive deep and evaluate the current state of customer's legacy applications and their

readiness to create a roadmap for successful modernization. The assessment is not just based on industry standards or modern technology trends—it aligns with customer's business goals and company priorities. It is delivered as a multiple one-day workshop with an audience of key customer stakeholders, team of business and IT executives to assess the customer's technical, business, and organizational readiness for modernization. A result would be a debrief presentation/ roadmap usually follows within one week to outline a proposal plan that helps customers build on the strengths, bridge the gaps, and accelerate their modernization journey. The roadmap will include any recommendations for re-platforming or refactoring applications for cloud native architecture.

Customer Business Outcomes:
Reduce cost of planning an application modernization project. Capture current state of applications, identify possible inefficiencies and blockers, identify areas for improvement which will be the basis for building a roadmap for the future; define strategy for future modernization.
1. Capture current state of applications hosted in customer DC.
2. Identify inefficiencies and blockers to help develop feature backlog.
3. Strategy & Architecture for future modernization.

Technical Solution:
A roadmap proposal and next steps to migrate or modernize up to seventy-five (75) applications. Prescriptive guidance and high-level architectural patterns for re-platforming or re-hosting candidate applications

Assessment Process:
•   Step 1 – Discover: Understand customer's business case for application modernization. Understand customer's technical landscape and current state of application architecture, motivation for modernization and risk factors.
•   Step 2 – Customer Debrief: A detailed report consisting of one or more alternative approaches for modernization of the candidate application workload(s) discussed during the workshop and capture any follow-up activity.

Deliverables:
1. Discovery workshops for up to seventy-five (75) applications
2. Provide current and potential future state application architecture for up to (75) applications
3. Documented agile epics and high level stories
4. Facilitate the coordination and activities of groups across the project
5. AWS Utility cost estimations for the application
6. Solution build/development estimations
7. Data migration strategy for applications

Key Activities:
1. Conduct dive deep workshops with application & storage teams.
2. Conduct workshop with business users to uncover inefficiencies and feature gaps.
3. Engage architecture and application SME's in developing future state architecture.
4. Engage DevOps teams to learn about customer practices.
5. Define Agile epics to build the solution with high level stories.
6. Define data migration strategy for existing data to modernized app in AWS

Out of Scope:
•   Mainframe modernization

- Security recommendations and service approvals for resources and/or services not related to migration, e.g. OPI processes and procedures for items such incident response, threat analysis, and mechanisms to manage and improve overall security posture.
- Detailed in-depth assessment of .Net, Java or other application frameworks

Assessment Deliverable 2: Migration Readiness Assessment

The Migration Readiness Assessment, which can be done in parallel with the Application Modernization Assessment, is used to gain insights into the customer's cloud journey to date, understand their current strengths and weaknesses from the Cloud Adoption Framework perspective, and recommend next steps and actions to be completed in a future phase.

Assessment Process:
- Assist the customer by reviewing and assessing its migration goals and current state of readiness for a defined scope of migration to AWS
- Review customer information, to help the customer form a plan to address any identified gaps and execute their migration
- Bring awareness and understanding on interdependencies and actions required for an effective migration to the cloud across technical and business domains
- Assist in addressing the well-known non-technical "blockers" to adoption and introducing more engaging practices to sustain the energy
- Provide recommendations in the following areas:
  - AWS virtual datacenter architectures
  - Operations models and processes
  - Security, risk, and compliance
  - Organizational and people readiness
  - Applications ("In-Scope Applications") portfolio discovery and planning
  - Migration experience processes and migration tools
  - Migration business case
  - Migration plan

Deliverables:
1. Assessment report
2. Prioritized list of actions and implementation roadmap
3. Mobilize phase plan and proposal

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Timeline and Resourcing

- Estimated timeline for the activities and deliverables in this SOW is 10-12 calendar weeks. A detailed schedule will be established after project kickoff.
- SOW resources from AWS and PowerSchool to include the following roles:
- AWS
  - Migration Engineer

- o Data Engineer
  - o Engagement Manager
- PowerSchool
  - o Organizational Change Management (OCM) Lead
  - o Data Architect
  - o Project Manager

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to participate in the assessment and review and provide feedback on the deliverables.
- Provide PowerSchool / AWS with access and availability to systems and other resources as needed to complete the assessment.

3. Section B - Connected Intelligence K-12 Data as a Service Deployment

Overview

The purpose of this Statement of Work ("SOW") between PowerSchool Holdings Inc ("PowerSchool") and Customer ("You", "Your", "Client") is to outline the process, approach, and completion criteria for each step of the process of PowerSchool professional services. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and/or Customer (as applicable) in each step of the delivery of PowerSchool professional services, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for professional services and level of coverage.

We will partner with You and be Your liaison to PowerSchool during the delivery of these professional services. You will have a primary contact to help you, as a customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and functional product consulting. For a successful delivery of PowerSchool professional services, it is important that you understand the responsibilities, carve out the time required, and keep on pace with the timeline. This will involve, but is not limited to, gathering information, helping your team come to agreement on configuration, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current contract between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer ("Contract").

Services in Scope

The Services in scope for this project include ingesting data from systems identified and prioritized by OPI into PowerSchool's Connected Intelligence Platform powered by Snowflake to enable authorized, authenticated users to view, query, export and report on data as allowed by OPI security policy.

 This includes the services for a state-wide deployment of Connected Intelligence – Data-as-a-Service, hosted in a PowerSchool cloud environment.

3.1. Initiating & Planning

PowerSchool Responsibilities:

- Host project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.
- The PowerSchool project team will partner with MT OPI to create a charter that identifies the project overview, potential risks, and assumptions.

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution. Technical skills required from Montana will include:
  - Montana State Snowflake administrator
  - OPI Snowflake Administrator
  - Network administrator for site-to-site VPN connectivity
  - SSO administrator
  - SQL skills for use of data in Connected Intelligence
  - Database administrators for any data sources that need to be ingested into Connected Intelligence

Completion Criteria

This activity will be considered complete when:

- Project Teams are identified.
- Kickoff Meeting is complete.

3.2. Executing

PowerSchool Responsibilities

- Coordinate with PowerSchool SaaS operations team for the deployment of the DaaS Platform:
  - Provision of customer Snowflake account in DaaS Platform.
    Provision secure data sharing from PowerSchool Customer Account to Customer's Snowflake Account

  - Deploy network access and connectivity required to access source databases.

  - Deploy the following PowerSchool product replication workflows for the products owned by the customer for a one-time initial data load. Deployment of ongoing replication to enable near-real-time data refreshes of changed data (inserts, updates and deletes in the source system).

- Deploy a site-to-site Virtual Private Network (VPN) to securely transfer data between the customer's or the 3rd-party hosting vendor's network and PowerSchool's network into the Connected Intelligence Snowflake Platform.

- Replicate the historical data from the following data sources into Connected Intelligence:
  - AIM state edition of Infinite Campus
  - All Montana district instances of PowerSchool SIS
    - **Note:** PowerSchool SIS instances determined to be 'on-premise' will require VPN connection
  - The pricing quote contains built-in costs for 5 VPNs. This includes:
    - One VPN for a single on-premise PS SIS district.
    - A second VPN to connect to Infinite Campus State Edition.
    - The remaining additional VPNs to be used as needed.

- Up to six (6) additional data sources to the data lake as identified and prioritized during the assessment of OPI systems inventory. **Note:** Customer has up to 2 years to choose and deploy the additional 6 data sources.
    - ▪
- Collaborate with customers to provision Single-Sign-On (SSO) with Google or Microsoft AD.
    - o Note: since the customer owns these accounts, the customer's Google or Microsoft Account Administrator will need to help provision SSO.

- Provision customer admin account and read and write access.

- Provision standard data governance for PII and sensitive data
    - o Restrict data replication for sensitive fields that are not needed for operational or analytical purposes.
    - o Restricted row-level access policies
    - o Restricted role-based-access-control policies

- Technical Training
    - o Up to 50 hours of Train-the-Trainer Technical Training is included in the scope. On-demand videos will be made available along with hands-on self-paced material.

- **Project Management**
    - o Schedule and conduct regularly recurring remote working sessions.
    - o Maintain project plan with updated assignments and due dates.
    - o Provide status updates and meeting notes to all project team members.
    - o Ensure timely completion of milestones and maintain adherence to project timeline.
    - o Partner with customer to coordinate training and product rollout.

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Set up SSO with customer Google or Microsoft AD.
- Participate in Technical and User training and consultation.
- Provide VPN availability for data sources as needed. Coordinate access to 3rd party data sources to be ingested into the Connected Intelligence Platform.

Completion Criteria

This activity will be considered complete when:

- Tasks outlined under **Executing: PowerSchool Responsibilities** have been completed.

3.3. Monitoring

PowerSchool Responsibilities

- PowerSchool DevOps teams will be responsible for data observability including monitoring the replication server, network, sync latency, sync volume, sync distribution, freshness, and schema changes including AI/ML anomaly detection.

3.4. Closing

PowerSchool Responsibilities

- Review Support contact methods to establish Support as the primary contact for issues and questions at project completion.
- Perform handoff to PowerSchool Support and project close.

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope.
- Review Support contact methods and understand that Support will serve as the primary contact at project completion.
- Review Confirmation of Deliverables document and provide approval.
- Complete Customer Satisfaction Survey.

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document.

Assumptions

- MT OPI Usage and Consumption: Data will be restricted to the sources in this SOW with volume, replication, and usage criteria as identified. PowerSchool will proactively monitor usage and consumption. The customer will be alerted when usage limits hit 50%, 75%, 90%, and then 100% of monthly thresholds. Capacity is provisioned on an annual basis. The customer can purchase additional capacity as necessary once full capacity has been consumed prior to the renewal cycle.
- PowerSchool will provide OPI with optimized queries for out-of-the-box queries and dashboards. PowerSchool will also provide OPI with training on how to write optimized and efficient queries.
- Data access within PowerSchool Connected Intelligence Snowflake Account will be limited to MT OPI personnel only.
- All replicated and migrated data will be shared using secure data sharing with MT State Snowflake account for MT State consumption.
- All services will be delivered remotely as a standard.
- PowerSchool will perform ongoing data ingestion for any live transactional data sources identified in scope.
- Customer agrees to provide PowerSchool with a reporting API endpoint to minimize the overall number of endpoints.
- It is expected that Customer will write their own data exports, queries, and downstream integrations from Connected Intelligence. KTO hours can also be used for PowerSchool to assist with this.
- Customer must identify a designated Client Lead. This person will be PowerSchool's primary contact and available throughout the duration of the project and make formal decisions. Any change in the designated Client Lead must be immediately communicated to the PowerSchool consultant.
- Customer testing and final approval are required prior to rollout.

4. Section C - Unified Insights Essentials - PS SIS Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a state deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights – Essentials (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production, hosted in a PowerSchool cloud environment or accessible via a VPN service provided by PowerSchool.

4.1. Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Essentials – PS SIS Hosted environment:
  - Cloud environment provisioning
  - Essentials application installation
  - PowerSchool AppSwitcher SSO implementation and configuration
  - Standard user roles inherited from PowerSchool SIS
  - SFTP folder setup for file exchange
  - Deployment of the following standard Unified Insights connectors:
    - PowerSchool SIS 2.0
    - Note: This SOW includes deployment of the standard connectors only. Customizations and data extensions are not included in this SOW.
  - Deployment of standard Essentials dashboard content.
    - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
  - Entities and data from source systems will be limited to Unified Insights application requirements. Data domains for this implementation will include up to the following:
    - Students; Schools; Basic Staff; Enrollment; Attendance; Assessment; Discipline; Courses; Curriculum, Period, and Final Marks; Student Schedules; Basic Special Education
- US State & National Assessment data:
  - Customer will be introduced to the Assessment team and educated on the process of working with that team for initial and ongoing upload of standard supported US State and National assessment data, if applicable.
    - Note: Customer entitlement for standard assessment loading determined by terms of Customer's Essentials subscription service.

- - o Loading of other assessment data beyond the standard supported assessments and formats can be performed by the Professional Services team and can be covered under a separate SOW or using KTO hours.
  - Consulting
    - o A Unified Insights – Strategic Solutions Consultant (SSC) will be assigned to assist Customer with understanding and adoption of their standard Essentials solution. SSC sessions with the Customer will include the following topics:
      - Post-kickoff system demo for Customer project team to educate on system functionality and capabilities, and to review SOW milestones
      - Review of Customer operations and expected use cases for Essentials
      - Post-implementation system walkthrough using live Customer data
      - Best practices for system use and adoption
      - Discussion of potential areas for future system expansion or customization

Monitoring

- Perform final system QA
- User Training:
  - o Deliver standard instructor-led Essentials User Training
  - o Total hours included in this SOW for User Training are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Provide access for PowerSchool to source systems to enable implementation and configuration of PowerSchool connector for extracting data from source systems to load into Unified Insights.
- Assist with validation of source system data and dashboard metrics.
- Validate user roles inherited from PS SIS
- Participate in Consulting.
- Participate in User Training.
- Assist with final system QA and provide final system acceptance for go-live.

5. Section D - Unified Insights Essentials - SIS Connected Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a state deployment of the following products, hosted in a PowerSchool cloud environment:
- Unified Insights – Essentials

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Aggregated Infinite Campus SIS data available via Infinite Campus State Edition, as source data for Unified Insights connector.

5.1. Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Essentials environment with required SIS connector.
  - Cloud environment provisioning
  - Essentials application installation
  - SFTP folder setup for file exchange
- Coordinate with Customer for setup of VPN connection between Customer SIS source environment and PowerSchool cloud environment. Customer is responsible for configuring VPN for district and source systems.
- Configure authentication setup utilizing Active Directory or SAML integration protocols. Customer to provide required Active Directory or SAML configuration details to enable the integration, and to assist with testing and validation. Current supported SAML options are: GSuite, ADFS, and Azure AD.
- Configure IT developer, district administrator, principal, teacher, and counselor user roles. Row level security for these roles may be built using student schedules, school assignments, or user roles from Active Directory or SIS.
- Deployment of standard Essentials dashboard content.
  - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
- Entities and data from source systems will be limited to Unified Insights application requirements. Data domains for this implementation will include up to the following:
  - Students; Schools; Basic Staff; Enrollment; Attendance; Assessment; Discipline; Courses; Curriculum, Period, and Final Marks; Student Schedules; Basic Special Education
- SIS Source Data:
  - Implementation of 1 Unified Insights SIS connector between Unified Insights and 1 supported SIS source system (Infinite Campus State Edition)
    - Note: Note: It is assumed that all historical SIS data is in the same format as current data.

- o Perform SIS connector 'map and gap' and business logic confirmation and customization for standard content only:
    - Compare actual source data loaded in Unified Insights data warehouse against expected data.
    - Perform data validation and identify data discrepancies by data domain to review with Customer
    - Review data discrepancies with Customer and identify any business logic changes required in the Connector ETL.
    - Implement and test ETL changes.
- US State & National Assessment data:
    - o Customer will be introduced to the Assessment team and educated on the process of working with that team for initial and ongoing upload of standard supported US State and National assessment data, if applicable.
        - Note: Customer entitlement for standard assessment loading determined by terms of Customer's Essentials subscription service.
    - o Loading of other assessment data beyond the standard supported assessments and formats can be performed by the Professional Services team and can be covered under a separate SOW or using KTO hours.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
    - o Note: Fitting does not include changes to dashboard layouts, metrics, filters, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.
- Consulting
    - o A Unified Insights – Strategic Solutions Consultant (SSC) will be assigned to assist Customer with understanding and adoption of their standard Essentials solution. SSC sessions with the Customer will include the following topics:
        - Post-kickoff system demo for Customer project team to educate on system functionality and capabilities, and to review SOW milestones
        - Review of Customer operations and expected use cases for Essentials
        - Post-implementation system walkthrough using live Customer data
        - Best practices for system use and adoption
        - Discussion of potential areas for future system expansion or customization

Monitoring

- Perform final system QA
- User Training:
    - o Deliver standard instructor-led Essentials User Training
    - o Total hours included in this SOW for User Training are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Configure VPN for district and source system connectivity to PowerSchool cloud environment.
- Provide access for PowerSchool to source systems to enable implementation and configuration of PowerSchool connector for extracting data from source systems to load into Unified Insights.
- Provide Active Directory / SAML configuration details and assist with implementation and validation of authentication setup.
- Validate user roles
- Assist with 'map and gap' and business logic confirmation for SIS connector implementation.
- Assist with validation of source system data and dashboard metrics.
- Participate in Consulting
- Participate in User Training.
- Assist with final system QA and provide final system acceptance for go-live.

PowerSchool

6. Section E - Unified Insights Advanced Student Bundle Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a state deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights – Risk Analysis
- Unified Insights – Student Readiness

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Prior deployment of Unified Insights – Essentials module.
- This module includes the option to load National Student Clearinghouse (NSC) data, which requires that districts have a subscription
- State Assessment and Interim Assessments must be fully loaded

6.1. Services in Scope – Risk Analysis

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Risk Analysis environment.
- Deployment of Risk Analysis automated predictive engine.
- Deployment of standard Risk Analysis dashboard content.
  - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
  - Note: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.

Monitoring

- Perform final system QA
- User Training and Consultation:
  - Deliver standard instructor-led Risk Analysis User Training
  - Deliver customized SME system roll-out and Adoption Consultation
  - Total hours included in this SOW for User Training and Adoption Consultation are specified on Customer's quote

Closing

- Perform Support handoff and project close.

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management.

6.2. Services in Scope – Student Readiness

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Student Readiness environment.
- Deployment of Student Readiness automated predictive engine.
- Deployment of standard Student Readiness dashboard content
  - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
- NSC data extraction. NSC data will be extracted for loading to the Unified Insights platform using one of these methods:
- Customer provides required API key to enable Unified Insights to extract data on Customer's behalf, or Customer provides NSC file extracts in original file format.
  - Note: If NSC data cannot be provided, this content will be hidden
- Perform initial load of NSC data.
  - Note: Ongoing loading of NSC data into Unified Insights data warehouse will be performed by the client logging a support ticket post implementation.
- Perform data analysis and validation to confirm data mapping and data quality.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
  - Note: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.

Monitoring

- Perform final system QA
- User Training and Consultation:
  - Deliver standard instructor-led Student Readiness User Training
  - Deliver customized SME system roll-out and Adoption Consultation
  - Total hours included in this SOW for User Training and Adoption Consultation are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- This module includes the option to load National Student Clearinghouse (NSC) data, which requires that districts have a subscription and can provide data files
- Provide API key for extraction of NSC data or provide NSC file extract in original file format.
- Assist with validation of source system data and dashboard metrics.
- Participate in User training and consultation.
- Assist with final system QA and provide final system acceptance for go-live.

7. Section F - Unified Insights Community Engagement Deployment

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a state deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights – Community Engagement (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- No prerequisites exist for non-Unified Insights Essentials customers.
- Customer must provide shapefiles for the district to enable the school boundary mapping functionality within Community Engagement. The shapefiles submitted must include the following six file types *(note file names can differ from "StudyAreas.xxx")*:

    - StudyAreas.**dbf**
    - StudyAreas.**prj**
    - StudyAreas.**sbn**
    - StudyAreas.**sbx**
    - StudyAreas.**shp**
    - StudyAreas.**shx**

- Customer must provide design elements and detailed customer specification in our baseline documentation for the CSS layout. In this style guide, all interaction design elements should be defined. Headers, footers, typographical font choices, grids, forms, logos, labels, button logics, banner color, font color, splash/ hero container colors, etc. The style guide should also contain the general color palette of your organization. Each primary color should be available with hex values as well as complementary and secondary color choices.
- If Customer is a Unified Insights Essentials customer and want to have your Community Engagement site mirror your state reporting data, you will need to supply the data since your Essentials data is not likely to match data supplied to the state. If the customer would prefer to have live data from Essentials, it will be addressed separately via KTO customization SOW.

7.1. Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources. During the kickoff meeting, Customer will need to provide sub-domain to begin the staging provisioning process.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Community Engagement environment.
  - Cloud environment provisioning.
  - Community Engagement application installation.
  - SFTP folder setup for file exchange.
- Creation of local application user accounts for customer administrators.
- Deployment of standard Community Engagement dashboard content.
  - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
- Perform basic branding of application website based on style guide provided by the district. This includes logo updates, multi-faceted color branding, as well as the addition of district provided image links.
- Upload and configure district provided shape files to populate standard School Finder application page.
- Entities and data from source systems will be limited to data that is supported in the standard Community Engagement file import specifications.
- File Aggregation and Initial Data Upload will be aggregated, and specific combined files will be created to match the required upload file formats required for Community Engagement. Initial file aggregation and data upload will be performed for initial testing and site configuration.
- Essentials Source Data Connector (If Applicable):
  - Create and deploy a connector to extract and transfer data from customer's existing Essentials data warehouse to the Community Engagement application.
  - All data that exists within customer's Essentials and is part of the standard Community Engagement data specification will be transferred.
  - Review data discrepancies with Customer and identify any business logic changes required in the Connector ETL.
- Required data not included in the Essentials source data:
  - Guide customer in providing data not included in the Essentials source data:
    - Data required for Community Engagement that does not exist within Essentials **must** be provided by customer in the format provided by PowerSchool for aggregation and loading.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
  - **Note**: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.
- File Aggregation and Go-Live Data Upload
  - File aggregation and data upload will be performed a second time, if required, for full set of production data for site go-live.

Monitoring

- Perform final system QA.
- Full site and data review with customer.
- Consulting:
  - A Unified Insights – Strategic Solutions Consultant will be assigned to assist customer with understanding and adoption of their standard Community Engagement solution.
- Development Tools training is available, but not included in the standard SOW scope.

Closing

- Perform Support handoff and project close.

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Provide access to research and accountability department to ensure that data metrics are reported according to OPI expected business rules and to provide quality assurance.
- Provide access to webmaster, website administrator or other technical stakeholders to validate the solution and provide quality assurance where needed.
- Provide access to communications department for content metrics and validation.
- Provide source data files for non-Essentials data in format provided by PowerSchool for aggregation and loading.
- Assist with validation of Essentials and Non-Essentials source system data and dashboard metrics.
- Provide branding colors and assets for site.
- Provide site image files and / or reference URL to district-hosted images.
- Assist with final system QA and provide final system acceptance for go-live.

8. Section G - KTO for Customization

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes add-on services that will be provided to Customer in support of their use of the Unified Insights / Connected Intelligence platforms.

This SOW defines the process for using KTO hours purchased by Customer for Unified Insights / Connected Intelligence. KTO (Keys to Ownership) hours purchased for Unified Insights or Connected Intelligence may be used interchangeably between the 2 products. KTO hours for UI / CI are typically used after a Customer's base product implementation has been completed, and can be used for a variety of additional Services including:

- Project Management time
- Solution Consulting time
- OCM Consulting time
- Consultation and scoping for customization requirements
- Performing and delivering customization work, including both customization development and customization QA
- Other services as requested by Customer.

All PowerSchool services for this SOW will be performed remotely.

KTO Process

A project manager will be assigned to this KTO project. Ongoing project management and consulting time will be deducted from the available KTO bucket. Project Manager will provide regular reporting to the Customer showing hours used and hours remaining.

As part of the ongoing KTO engagement and consultation, it is expected that Customer may wish to use hours towards customization work for either UI or CI. When customization needs are surfaced, the PowerSchool team will work with the Customer to define the customization requirements in detail, and will then provide a fixed-hours estimate for performing the customization work, which will be sent to Customer for their approval. Once approved, PowerSchool will then develop, test, and deliver the customization to the Customer's UI or CI environment, while also deducting the approved fixed number of hours from the Customer's existing KTO bucket.

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Assist with final system QA and provide final system acceptance for go-live for any customization work.

9. Section H - Customer Education

General Assumptions

Both Parties agree to the following assumptions:

- Customer Education Professional Services will be delivered remotely and/or onsite.
- Training, consulting, and/or professional development project timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services or for services to expire.
- Customer Education Professional Services are completed when delivered and the deliverable acceptance procedure is complete.
- Additional services are available and can be purchased for items out of the scope of Customer Education Professional Services (see Project Change Control and Escalation Change Procedure section of this document).
- Customer must identify a designated Customer Project Lead before the Professional Development Planning Meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
- The designated Customer project lead should be an employee of the organization implementing PowerSchool Customer Education Professional Services. Customers that hire third-party organizations to act on behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
- All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
- The PowerSchool Project Manager will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
- Customer Education Professional Services is assuming the services will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document). Client understands that if the quoted number of hours are exhausted, then a quote for additional hours listing the remaining work and hours needed will be required before any work can continue.
- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Customer's school personnel. Neither PowerSchool nor any PowerSchool employee or sub-contractor is authorized to take responsibility for business decisions, or to assign work to individuals.
- All effort shall be scheduled, and milestones defined during the project scoping.
- In order to ensure a positive customer learning experience and to maintain the integrity of PowerSchool's training, attendance is limited to 15 participants for Certifications/Workshops and 25 participants for End User Training unless special arrangement have been pre-approved by PowerSchool. If the number of allowed participants is exceeded, additional training may need to be purchased.
- Product training will take place in a PowerSchool training site unless extenuating circumstances are approved by PowerSchool before the training is conducted.

- Remote training is conducted using a webinar format that allows participants to log in from their own computers and perform practice exercises during the session.
- Customer will adhere to the active PowerSchool Cancellation Policy (details outlined below).

PowerSchool Responsibilities

- Provide qualified personnel to deliver this project.
- Communicate and confirm scheduled onsite or remote engagements and any changes henceforth.
- Communicate any additional customer resources needed to complete this project.
- Provide all materials deemed necessary to provide quality training.
- Provide the agenda for the sessions.

Customer Responsibilities

- Identify a designated Customer project lead as the point of contact for this project. All communication and or scheduling will be executed through the identified Customer project lead.
- The designated Customer project lead should be an employee of the Customer's organization. Customers that hire third-party organizations to act on the behalf of the Customer may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
- Identify and communicate information to the targeted Customer participants/project leaders for the sessions and provide same to PowerSchool.
- Assist and provide dedicated time for staff in a safe and learning friendly environment when PowerSchool is providing professional development.
- Ensure participants have appropriate hardware, software, technical support and other resources to participate in the learning.
- Ensure privacy compliance for any PowerSchool access to Customer related information.
- PowerSchool staff and/or consultants delivering professional development services must be always accompanied by a certified school employee. Once the PowerSchool staff and/or consultant has checked into the main office, she/he must be escorted by a certified school employee to their destination. Customer agree that PowerSchool staff and/or consultant will not be left unattended in the building and that any services delivered with students will be always supervised by a certified school employee.

Training - Completion Criteria

The project will be considered complete as outlined in the PowerSchool Licensed Product and Services Agreement, all training services under this agreement must be scheduled and delivered within twelve (12) months of this scope of work. Training services under this agreement will be extended to (12) months for the expiration of training funds. The implementation portion of the project can be closed out before using all training days.

Training - Deliverables Acceptance Procedure

This Statement of Work outlines PowerSchool deliverables for each phase of the training, consultation, and/or professional development project in the PowerSchool Completion Criteria

sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project, the Customer project lead will either accept the final deliverables or provide the PowerSchool Project Manager any objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool Project Manager will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Training - Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Training - Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project:

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide a resolution or path to resolution seven (7) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool Project Management Leadership via email to – training@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

9.1. Training - Services in Scope

Initiating

PowerSchool Responsibilities

- Send Welcome Email
- Identify PowerSchool Customer Education Team
  - Project Manager
  - Strategic Solutions Consultant (SSC)
- Schedule Professional Development Planning Meeting
- Send Customer access to the following:

o   Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan

Customer Responsibilities

- Identify Customer Project Team
  - **Primary Contact:** this individual is the primary point of contact between PowerSchool and customer for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the training, consulting, and/or professional development specialist remains on track and milestones are completed on time.
- Schedule Session One: Professional Development Planning Meeting
- Identify dates and times to schedule Training, Consulting, and/or Professional Development
- Identify audiences for Training, Consulting, and/or Professional Development

Completion Criteria

This activity will be considered complete when:
- Project Teams are identified
- Customer has access to Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Schedule Session One: Professional Development Planning Meeting

Planning

PowerSchool Responsibilities

- Attend a Professional Development Planning Meeting
- Provide best practice recommendations on Training, Consulting, and/or Professional Development
- Update Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan with agreed dates
- Explain the Training, Consulting, and/or Professional Development process
- Schedule the PowerSchool training resources based on Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan timeline
- Update the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan to include delivery timing and resources
- Schedule regular project status update sessions

Customer Responsibilities

- Attend the Professional Development Planning Meeting
- Utilize the online Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan throughout the project to stay up to date
- Manage all participant registrations and attendance for Training, Consulting, and/or Professional Development

- Plan for training and ensure users attend required training sessions
- Update the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan to indicate client tasks completed
- Manage customer business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- The Professional Development Planning Meeting is complete
- The Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan is updated based on discussed timelines and deliverables

Professional Development Planning Meeting

PowerSchool Responsibilities

- Schedule Professional Development Planning Meeting
- Send calendar invite and Zoom link to Customer Training Project Lead
- Review training hours to be delivered
- Determine training participant groups
- Provide best practice suggestions for training objectives for each participant group
- Identify Customer requested training topics/objectives for each training group
- Determine training timeline
- Determine training delivery logistics (start and stop times, holidays, contractual requirements, etc.)
- Suggest proposed training dates and times
- Create and share proposed training agendas for each participant group based on identified training topics/objectives
- Capture all training deliverables (date, start and stop time, location, trainer, course, description, agenda) in Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Share Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan

Customer Responsibilities

- Attend Professional Development Planning Meeting
- Provide training participant groups
- Identify training topics/objectives for each participant group
- Share requested training delivery timeline
- Share customer specific training logistics that PowerSchool must adhere to (start and stop times, session length, holidays, etc.)
- Approve and confirm training dates and times
- Approve training agendas for each participant group

- Review and confirm all training deliverables for accuracy in the Training, Consulting, and/or Professional Development Project Plan

Completion Criteria

- PowerSchool Training, Consulting, and Professional Development Project Manager schedules meeting at agreed upon time
- Customer attends Professional Development Planning Meeting
- Training, Consulting, and Professional Development delivery dates and times are confirmed by both parties
- Training, Consulting, and Professional Development agendas are confirmed by both parties
- All training deliverables (date, start and stop time, location, trainer, course, description, agenda) are captured in the Training, Consulting, and Professional Development Project Plan

Executing

- During the Executing phase of the project, PowerSchool will partner with the customer to ensure high quality Training, Consulting, and/or Professional Development is delivered.

PowerSchool Responsibilities

Project Management
- Provide qualified personnel to deliver this project.
- Schedule and conduct regularly recurring remote working sessions
- Maintain Training, Consulting, and/or Professional Development Project Plan with updated assignments and due dates
- Provide status updates and meeting notes to all project team members
- Scope training agenda topics and objectives for each participant group
- Share agreed upon training agendas for each scheduled training session through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Communicate scheduled training logistics (Zoom link, location, trainer, start and stop times, etc.) through Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Create curriculum (slide deck and customer facing documents) to accompany all training agendas.
- Share Customer facing curricula for all scheduled training sessions through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Deliver all training provided in the training schedule.
- Provide access to PowerSchool Online Help Guides
- Solution Training Server
    - Develop/Access/Verify training environment
    - Develop a training environment that allows for demonstration of all functionalities outlined in training agendas.

o   Share Customer facing curricula for all scheduled training sessions through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan

Consulting

- Offer consultative services adhering to best practices
- Partner with customer to coordinate training and product rollout
- Educate on system functionality and capabilities
- Review of Customer operations and expected use cases
- Post-implementation system walkthrough using live Customer data
- Discussion of potential areas for future system expansion or customization

Throughout the project, PowerSchool will schedule and conduct regularly recurring working sessions, roughly following the below guidelines.

Note: this is a tentative outline of each session, and may change based on timeline requirements:

Session	Topics
Initiating	
Session 1: Professional Development Planning Meeting	
	Review Process, Deliverables, Expectations, Training, Consulting, and/or Professional Development Project Plan Capture answers to Discovery Questions
Planning	
Session 2: Professional Development Planning Meeting	**(If Needed)**
	Review Process, Deliverables, Expectations, Training, Consulting, and/or Professional Development Project Plan Capture answers to Discovery Questions
Session 3: Professional Development Planning Meeting	**(If Needed)**
	Review Process, Deliverables, Expectations, Training, Consulting, and/or Professional Development Project Plan Capture answers to Discovery Questions
Executing	
Session 4: Professional Development Planning Meeting	**(If Needed)**
	Review Process, Deliverables, Expectations, Training, Consulting, and/or Professional Development Project Plan Capture answers to Discovery Questions
Monitoring	
Session 5: Professional Development Planning Meeting	**(If Needed)**
	Review Process, Deliverables, Expectations, Project Plan

Capture answers to Discovery Questions

Customer Responsibilities

<u>Prior to Training Delivery</u>

- Participate in regularly recurring remote Training, Consulting, and Professional Development Planning sessions
- Track completion of assigned tasks and determined due dates in Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Ensure timely completion of deliverables and milestones while adhering to project timeline
- Identify and communicate information to the targeted Customer participants/project leaders for the sessions and provide same to PowerSchool.
- Determine and confirm dates and times for all training sessions to occur through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Review and approve training agendas provided through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Review training materials provided through the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan
- Manage participant registration and attendance for all scheduled training sessions.
- Recording Agreement
  - o Recordings are to be used for internal purposes only.
  - o Recordings are not to be shared outside of the Customer organization or posted in any public manner.
  - o The client will be responsible for getting permission to be recorded from training participants.
  - o No PIA/sensitive information can be displayed or discussed during the trainings.
  - o The recordings will be hosted on PowerSchool's Zoom Cloud and will be passcode protected and expire after 30 days.
- Solution Training Server
  - o Training can be delivered from generic PowerSchool training server and data set, or from live OPI UI environment. If using live OPI environment, OPI will assist to verify the dataset in the training environment and request any modifications to the dataset and/or training agendas prior to training being delivered based on the available data points and objectives for the training delivery.
  - o Manage all data and updates to all Customer owned training environments.
- Verify permissions and roles in the Solution Training environment.

<u>During Training Delivery</u>

- Ensure participant caps for each training session are not exceeded.
- Communicate cancellation and reschedule requests 14 days prior to scheduled delivery to avoid penalty.
- PowerSchool staff and/or consultants delivering professional development services onsite must be always accompanied by a certified school employee. Once the PowerSchool staff and/or consultant has checked into

the main office, she/he must be escorted by a certified school employee to their destination. Customer agrees that PowerSchool staff and/or consultant will not be left unattended in the building and that any services delivered with students will be always supervised by a certified school employee.

- Manage customer process change throughout the project
- Provide signoff on specified milestones to confirm completion throughout project
- Collaborate with PowerSchool for consultation and best practices
- Solution Training Server Maintenance
  - Install updates to the training environment throughout the year.
  - Sign off on a proposed schedule.
  - Determine if additional data is needed to support new functionality.
    - If it is determined that new data is needed Customer will request additions of the necessary data into the Solution Training environment
  - Updates need to be scheduled a minimum of 2 weeks in advance and the process will take up to 10 business days to complete.

Completion Criteria

Scheduled Training and Logistics for Delivery
- Training, consulting, and professional development meets the agreed upon training dates for each participant group and is delivered effectively and efficiently.
- Sharing and confirmation of receipt of the Training, Consulting, and/or Professional Development Training, Consulting, and/or Professional Development Project Plan includes identified courses, materials, Zoom links and trainer
- Adheres to all training guidelines such as cancellation and reschedule policy, participant caps, and delivery sequencing

Training Delivery
- Training, consulting, and professional development meets the agreed upon content and time frames for each participant group.
- Signoff from the Customer within 7 business days of training delivery indicating satisfaction and delivery confirmation

Training Agenda Content/Objectives
- Training, consulting, and professional development agendas thoroughly instruct functional aspects of the platform as they pertain to the training audience
- Includes that functionalities taught and demonstrated ensure best practices and effective adoption.

Consultation Services
- Consultation services have been provided to ensure best practices and effective adoption

Knowledge Transfer
- Overall knowledge transfer of PowerSchool Solution functionality from PowerSchool Solution experts to training participants requires participants attend all necessary training sessions and are engaged

- Covers all necessary functionalities identified for each participant group
- Customer attends required trainings

Training Server

- The PowerSchool Solution training environment holds required data points to demonstrate all functionalities outlined in training agendas

Monitoring

PowerSchool Responsibilities

- Provide guidance for Training, Consulting, and/or Professional Development
- Collaborate with customer to schedule purchased training session(s) and/or professional development
- Collaborate with customer for consultation and best practices

Customer Responsibilities

- Collaborate with PowerSchool to schedule purchased training session(s) and/or professional development
- Collaborate with PowerSchool for consultation and best practices
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- Customer has scheduled and coordinated training sessions(s) and/or professional development
- Customer has scheduled and coordinated consultation and best practices

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document

10. Section H-1 - Training Delivery Methods

PowerSchool will work in partnership with your organization to plan a training program that is customized to your needs. Understanding that each district has a unique set of needs, PowerSchool proposes a blend of training options.   We offer a variety of professional learning sessions and consulting services in different formats (face-to-face, online, and blended) to meet the unique needs of your faculty and staff.

Onsite Sessions

Description: **Onsite training** is offered through a hands-on workshop in which participants immediately apply concepts through practice exercises on the computer to increase proficiency levels.

The onsite sessions are typically 6-hour days, which include 6 hours of professional development with a 1-hour break for lunch. One Customer Education Coach will work with up to 25 people. Larger groups will require additional professional learning coaches and costs.

- Prior to scheduling an onsite PD session, a planning call must be scheduled with a Customer Education team member to solidify details for the professional development sessions.
- Onsite sessions include travel expenses and must be scheduled **21 days in advance** to allow travel arrangements to be made.

Web Sessions

Description: **Virtual training** is conducted using a format that allows participants to log in from their own computers and perform practice exercises during the session. In some cases, districts also gather all the participants in one room for the webinar and use a single login.

The online sessions are led by a professional learning expert using Zoom software. The web sessions include opportunities for hands-on learning and all participants should have a device.

- Prior to scheduling a web session, a planning call must be scheduled with a Customer Education team member to solidify details for the professional development and coaching sessions.
- Web sessions can accommodate up to 25 people and should be scheduled **14 days in advance**.

11. Section H-2 - Project Timeline

Customer is seeking to implement Unified Insights Essentials, Risk Analysis, Student Readiness, and Community Engagement to support its network of schools. This is a high-level timeline of the delivery of this SOW. Timeline subject to change.

Professional Development Timeline

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Consulting - Training												
Strategic Solution Consulting -Essentials	■											
State Staff Training Unified insights: Essentials		■										
District Administrator Training Unified insights: Essentials			■	■								
Strategic Solution Consulting –Risk Analysis, Student Readiness			■									
School Staff Training Unified insights: Essentials				■	■							
State Staff Training Unified insights: Risk Analysis, Student Readiness				■								
District Administrator Training Unified insights: Risk Analysis, Student Readiness					■	■						
Strategic Solution Consulting –Community Engagement					■							
School Staff Training Unified insights: Risk Analysis, Student Readiness						■	■					

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12. Section H-3 - Strategic Solutions Consulting Recommendations

PowerSchool will work with Montana Office of Public Instruction to establish an appropriate professional development plan for their organization. Plus, ongoing consultations will be established with the needs of Montana Office of Public Instruction year over year.

Unified Insights Essentials, Risk Analysis, Student Readiness, Community Engagement	Duration
State Staff: MT - Montana Office of Instruction	
Strategic Solution Consulting -Essentials, Community Engagement	30 Hours

13. Section H-4 - Product Training Recommendations

Below is a list of recommended courses. PowerSchool will work with Montana Office of Public Instruction to establish an appropriate professional development plan for their organization. Plus, ongoing trainings will be established with the needs of Montana Office of Public Instruction year over year. Please refer to Section B for a proposed Training Plan.

Unified Insights Essentials	Max per Session	Total Seats	Session Length in Hours	Total # of Sessions	Total # of Hours
State Staff: MT - Montana Office of Instruction - Train the Trainer - Essentials					
Unified insights: Student Essentials – Using Tools to Customize the End User Experience	25	50	3 Hours	2	6 Hours
District Administrators - Train the Trainer (1 Participant per district)					
Unified insights: Student Essentials – Using Tools to Customize the End User Experience	25	400	3 Hours	16	48 Hours
School Admininstrators Train the Trainer (1 Participant per School)					
Unified insights: Student Essentials – Using Tools to Customize the End User Experience	25	800	3 Hours	32	96 Hours

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Unified Insights Risk Analysis – Student Readiness	Max per Session	Total Seats	Session Length in Hours	Total # of Sessions	Total # of Hours
State Staff: MT - Montana Office of Instruction - Train the Trainer					
Unified Insights: Risk Analysis – Getting Started	25	25	3 Hours	1	3 hours
Unified Insights: Student Readiness – Getting Started	25	25	3 Hours	1	3 hours
District Administrators - Train the Trainer (1 Participant per district)					
Unified Insights: Risk Analysis – Getting Started	25	400	1 Hours	16	32 hours
Unified Insights: Student Readiness – Getting Started	25	400	1 Hours	16	
School Administrators Train the Trainer (1 Participant per School)					
Unified Insights: Risk Analysis – Getting Started	25	800	1 Hours	32	64 hours
Unified Insights: Student Readiness – Getting Started	25	800	1 Hours	32	

14.   Section H-5 - Training Documents

The following table lists the training documents that will be provided to the customer pre and post deployment of training.

Unified Insights Consulting	
Unified Insights: Essentials, Community Engagement Duration: 30 Hours	Work with an Education-Based Consultant to configure the platform to meet specific needs for end user usage and data interpretation. Configure permissions and views to maximize usage of the platform while simultaneously ensuring the confidentiality of student data. **Pre-Consulting Materials Provided:** None **Post Consulting Materials:** ▪ Help Menu within Unified Insights ▪ PowerSchool Community Boards, Documents, and Videos
Essentials	

PowerSchool

Unified Insights: Essentials – Using Tools to Customize the End User Experience Duration: 3 Hours	In this course, participants will learn how to use Unified Insights, which is a user-friendly, web-based solution that district administrators and educators use to access a wide variety of student information. Learn how to navigate the system, explore the Dashboards, and customize the solution to fit the End User's needs. **Pre-Training Materials Provided:** Agenda, Participant Workbook **Post Training Materials:** ▪ Site-Specific Slide Deck for Functionality Reference ▪ Site-Specific Training Tutorial Video
Unified Insights – Classroom Duration: 1 Hour	In this course, Teachers will learn how to use Unified Insights, which is a user-friendly, web-based solution that district administrators and educators use to access a wide variety of student information. Learn how to navigate the system and explore the Classroom Dashboard to make instructional decisions. **Pre-Training Materials Provided:** Agenda, Participant Workbook **Post Training Materials:** ▪ Site-Specific Slide Deck for Functionality Reference ▪ Site-Specific Training Tutorial Video
Risk Analysis	
Unified Insights: Risk Analysis Duration: 2 Hours	In this course, participants will learn how the Unified Insights Risk Analysis Module increases the chances of students graduating on time through predictive analytics and machine learning. By analyzing longitudinal datasets to identify the probability of on-time graduation, administrators and teachers can identify students who require additional support more efficiently than through the exploration of multiple traditional warning signs. **Pre-Training Materials Provided:** Agenda, Participant Workbook **Post Training Materials:** ▪ Site-Specific Slide Deck for Functionality Reference ▪ Site-Specific Training Tutorial Video
Student Readiness	
Unified Insights: Risk Analysis Duration: 2 Hours	In this course, participants will learn how to use the Student Readiness module to identify students who are not on track for graduation based on current credit attainment and course schedule. Using National Student Clearinghouse Data, users will also be able to track the post-secondary trajectory of recently graduated students for up to six years. **Pre-Training Materials Provided:** Agenda, Participant Workbook **Post Training Materials:** ▪ Site-Specific Slide Deck for Functionality Reference ▪ Site-Specific Training Tutorial Video

15.   Section H-6 - Terms of Use

Montana Office of Public Instruction must adhere to PowerSchool's Terms of Use policy regarding all training documents and videos. PowerSchool Terms of Use policy: https://www.powerschool.com/terms/

Modification of any training materials or use of the materials for any purpose other than as contemplated in this agreement is a violation of PowerSchool's copyright and proprietary rights. You agree not to reverse engineer, duplicate, publish, modify, or otherwise distribute the materials unless specifically authorized in writing by PowerSchool to do so.

PowerSchool does not guarantee the accuracy or completeness of any information or content. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

16. Section I - Montana OPI – Managed Services

Overview

This document serves as the Statement of Work (SOW) to define the scope of the PowerSchool ongoing managed services for the Montana OPI Unified Insights / Connected Intelligence solution hosted by PowerSchool. These ongoing managed services include:

- Infinite Campus Connector managed services
- PowerSchool SIS Connector managed services
- Customization Maintenance managed services
- Community Engagement Refresh managed services

All PowerSchool services for this SOW will be performed remotely.

16.1. Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Montana to introduce project teams, review the scope of this SOW, and review the process for Montana to receive managed services support.

Executing: Infinite Campus Connector managed services

- PowerSchool to provide ongoing maintenance and support of a PowerSchool-provided data integration between a single Montana Infinite Campus (IC) "State Edition" ODS instance, and PowerSchool's Unified Insights Essentials. The integration will include processing of raw IC data from the Connected Intelligence data lake, transforming the data into the required Essentials formats based on business rules agreed with Montana, and a nightly build process to update the Essentials analytics metrics based on the latest data provided. Ongoing Managed Services to include:
  - o Monitoring of nightly integration build between IC source system and UI Essentials
  - o Troubleshooting and resolution of IC data integration issues
  - o Ongoing adjustments to existing data mapping integrations in support of the base UI Essentials dashboard content, as necessitated by source system updates, configuration changes, or data changes.
  - o Ongoing adjustments to existing data mapping integrations in support of the base UI Essentials dashboard content, as necessitated by UI Essentials system upgrades or updates.

Executing: PowerSchool SIS Connector managed services

- PowerSchool to provide ongoing maintenance and support of a PowerSchool-provided data integration between Montana's PowerSchool SIS instances and PowerSchool's Unified Insights Essentials. The integration will include processing of raw PS SIS data from the Connected Intelligence data lake, transforming the data into the required Essentials formats based on business rules agreed with Montana, and a nightly build process to update the Essentials analytics metrics based on the latest data provided. Ongoing Managed Services to include:
  - o Monitoring of nightly integration build between PS SIS source systems and UI Essentials
  - o Troubleshooting and resolution of PS SIS data integration issues

- o Ongoing adjustments to existing data mapping integrations in support of the base UI Essentials dashboard content, as necessitated by source system updates, configuration changes, or data changes.
- o Ongoing adjustments to existing data mapping integrations in support of the base UI Essentials dashboard content, as necessitated by UI Essentials system upgrades or updates.

Executing: Customization Maintenance managed services

- To meet the Montana needs, PowerSchool anticipates many customizations defined in additional Statement of Works to be implemented by the PowerSchool team referred to as "PowerSchool Customizations".
- PowerSchool will provide support to the PowerSchool Customizations.
- Support is defined as addressing PowerSchool Customizations behavior that does not meet the original intent of the customization.
- Support does not include adding additional functionality to a customization nor providing support to customizations not implemented by PowerSchool.

Executing: Community Engagement Refresh managed services

- PowerSchool will provide services in support of standard refresh and updates required for Montana's Community Engagement (CE) site. Supported updates to include:
  - o Assistance with loading and validation of new data to the CE site
  - o Changes to website content necessitated by federal / state mandates

17.   Section J – Payment Schedule

See Exhibit E.

18. Section K – Project Plan

Attached as a separate MS Excel file.

Exhibit E - Payment Schedule

For Services provided under this SOW and Subscriptions provided under the Quotes, Montana will pay the fees owed to PowerSchool pursuant to the following schedule and subject to the terms and conditions of the Data Modernization Contract executed by the parties:

	Quote 1: Software Subscription (CI and UI) and Deployment Services	Uplift %	Uplift $	Subtotal	Quote 2: Managed Services	Uplift %	Uplift $	Subtotal	Invoice Total
Initial 3 Yr Term 7/1/23 - 6/30/26									
7/1/2023	$ 2,929,556.31	N/A	$ -		$ -	N/A	$ -		$2,929,556.31
7/1/2024	$ 2,304,577.44	1.90%	$43,786.97	$2,348,364.41	$284,750.00	N/A	$ -	$284,750.00	$2,633,114.41
7/1/2025	$ 2,348,364.41	3.80%	$89,237.85	$2,437,602.26	$284,750.00	3.80%	$10,820.50	$295,570.50	$2,733,172.76
Optional Contract Term 7/1/26 - 6/30/28									
7/1/2026	$ 2,437,602.26	3.80%	$92,628.89	$2,530,231.14	$295,570.50	3.80%	$11,231.68	$306,802.18	$2,837,033.32
7/1/2027	$ 2,530,231.14	3.80%	$96,148.78	$2,626,379.93	$306,802.18	3.80%	$11,658.48	$318,460.66	$2,944,840.59

The Optional Contract Terms represent the pricing that will be in place should the State elect to renew the Contract for the terms beginning on July 1, 2026 and July 1, 2027, respectively.

For clarity, as used on the quotes –
- "Unified Insights - Platform Single Tenant" is comprised of all of the technical architecture components operating in the cloud required to host and operate Unified Insights software modules.
- "Unified Insights – Essentials" is the core module of Unified Insights data warehouse and analytics platform and will contain all data loaded from the LEAs for visualization. This core module can provide analytics to end users at the state, district, or building level should the State choose, with hundreds of out-of-the-box dashboard metrics that can adapted as needed to the State's specific requirements.
- "Unified Insights – Risk Analysis" is part of the Advanced Student Suite Bundle. Risk Analysis will accelerate the identification of at-risk students based on predictive analytics models to enable the State to take proactive action based off of data-informed decisions and monitor school and district-wide intervention impacts.
- "Unified Insights – Student Readiness" is a part of the Advanced Student Suite Bundle. Student Readiness will monitor key components such as student credits, graduation analytics, and National Clearinghouse data to identify student performance after high-school.
- "Unified Insights – Community Engagement" is a separate, externally focused instance of the Unified Insights platform. Community Engagement will serve as a direct GEMS replacement for the state of Montana with public-facing dashboards.

Customer and PowerSchool agree that Connected Intelligence Data-as-a-Service includes the following line items to address replication of PS SIS and Infinite Campus data to Connected Intelligence data lake:

- Connected Intelligence DAAS-SIS (148598 Students)
    - Connected Intelligence Data-as-a-Service (DAAS) (74299 Students)
    - Connected Intelligence One External Data Source (74299 Students)

Additionally, six (6) line items for Connected Intelligence One External Data Source (148598 Students) are included to support replication of additional data sources to be identified and prioritized in the initial assessment phase or after.

The student numbers identified in the PowerSchool suite on the quote are approximate and represent the cumulative students from the PowerSchool and Infinite Campus data sources. A fluctuation in the student numbers from one data source to another will not impact pricing. Further, changes in the total number of students during the first three years of the Contract will not impact pricing.

Any applicable state sales tax has not been added to this quote.

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-803412 - 1
Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Josh Maltby	Customer Contact:	Grace Waring
Customer Name:	Montana Office of Public Instruction	Title:	Contracts Officer
Enrollment:	148,598	Address:	P.O. Box 202501
Contract Term:	36 Months	City:	Helena
Start Date:	1-JUL-2023	State/Province:	Montana
End Date:	30-JUN-2026	Zip Code:	59620-2501
		Country:	United States
		Phone #:	(406) 444-2516

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024			
License and Subscription Fees			
PowerSchool Suite	1.00	Each	USD 822,616.04
Connected Intelligence Data-as-a-Service	1.00	Each	USD 681,961.40

License and Subscription Totals: **USD 1,504,577.44**

PowerSchool Suite Contains: Unified Insights Platform Single Tenant (148598 Students), Unified Insights Student Essentials Single Tenant (148598 Students), Unified Insights One Time Discount (1 Each), Unified Insights Advanced Student Suite Single Tenant (148598 Students), Unified Insights Community Engagement Single Tenant (148598 Students), Unified Insights On Prem SIS VPN Setup and Monitoring Fee (4 Year), Unified Insights On Prem SIS VPN Setup and Monitoring Fee (1 Year), Unified Insights SIS Connector Managed Service (1 Each)

Connected Intelligence Data-as-a-Service Contains: Connected Intelligence Data-as-a-Service (DAAS) (74299 Students), Connected Intelligence DAAS - SIS (148598 Students), Connected Intelligence One-Time Discount (1 Each), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (148598 Students), Connected Intelligence One External Data Source (74299 Students)

Product Description	Quantity	Unit	Extended Price
Professional Services and Setup Fees			
Unified Insights Essentials PS SIS Hosted Deployment	1.00	Each	USD 12,960.00
(please refer to SOW: Appendix C: Unified Insights Essentials – PS SIS Deployment)			
Unified Insights Keys to Ownership	50.00	Hours	USD 9,600.00
(please refer to SOW: Appendix C: Unified Insights Essentials – PS SIS Deployment)			
Unified Insights Advanced Bundle Deployment Large District	1.00	Each	USD 23,040.00
(please refer to SOW: Appendix E: Unified Insights Advanced Student Bundle Deployment)			
Unified Insights Community Engagement Deployment	148,598.00	Students	USD 44,000.00
(please refer to SOW: Appendix F: Unified Insights Community Engagement Deployment)			
Unified Insights Custom Services Fixed Fee	1.00	Each	USD 416,982.87
(please refer to SOW: Appendix A: System Assessment Consulting)			
Unified Insights Keys to Ownership	3,750.00	Hours	USD 720,000.00
(please refer to SOW: Appendix G: KTO for Customization)			
Connected Intelligence Custom Services Fixed Fee	1.00	Each	USD 72,000.00
(please refer to SOW: Appendix B: Connected Intelligence Data as a Service Deployment)			

Unified Insights Essentials SIS Connected Deployment	1.00	Each	USD 46,440.00
(please refer to SOW: Appendix D: Unified Insights Essentials – SIS Connected Deployment)			

Professional Services and Setup Fee Totals:	**USD 1,345,022.87**

Training Services

Unified Insights Training Remote	6.00	Hours	USD 1,560.00
Unified Insights Training Remote	8.00	Hours	USD 2,080.00
Unified Insights Training Onsite	1.00	Day	USD 2,996.00
Unified Insights Training Remote	276.00	Hours	USD 71,760.00
Unified Insights Training Remote	6.00	Hours	USD 1,560.00

Training Services Total:	**USD 79,956.00**

Subscription Period Total

Total Discount	**USD 2,212,692.89**
Initial Term	**1-JUL-2023 - 30-JUN-2024**
Amount To Be Invoiced	**USD 2,929,556.31**

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Suite	1.00	Each	USD 922,616.04
Connected Intelligence Data-as-a-Service	1.00	Each	USD 1,381,961.40

Annual Ongoing Fees Total:	**USD 2,304,577.44**

POWERSCHOOL GROUP LLC   Montana Office of Public Instruction

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-803431 - 1
Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Josh Maltby	Customer Contact:	Grace Waring
Customer Name:	Montana Office of Public Instruction	Title:	Contracts Officer
Enrollment:	148,598	Address:	P.O. Box 202501
Contract Term:	24 Months	City:	Helena
Start Date:	1-JUL-2024	State/Province:	Montana
End Date:	30-JUN-2026	Zip Code:	59620-2501
		Country:	United States
		Phone #:	(406) 444-2516

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025 License and Subscription Fees			
PowerSchool Suite	1.00	Each	USD 284,750.00
	License and Subscription Totals:		**USD 284,750.00**

PowerSchool Suite Contains: Unified Insights Managed Services (1 Each)

Subscription Period Total		
	Total Discount	**USD 50,250.00**
	Initial Term	**1-JUL-2024 - 30-JUN-2025**
	Amount To Be Invoiced	**USD 284,750.00**

Annual Ongoing Fees as of 1-JUL-2025 - Fees subject to an annual uplift, which will be reflected on renewal quote			
PowerSchool Suite	1.00	Each	USD 284,750.00
	Annual Ongoing Fees Total:		**USD 284,750.00**

EXHIBIT F

POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

1.   Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Contract between Customer and PowerSchool to which this Support Policy and Service Level Agreement (the "**Policies**") are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1   "**Availability**" has the meaning set forth in Section 5.3 (Availability Targets).

1.2   "**Disaster**" means an unplanned event that causes a complete loss of access to and use of the SaaS Subscription for a period greater than twenty-four (24) hours, as declared by PowerSchool.

1.3   "**Downtime**" means the period during which the SaaS Subscription is unavailable to all of Customer's Users. This shall not include Downtime Exclusions, as defined further herein.

1.4   "**Downtime Exclusions**" means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which a SaaS Subscription may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability percentage.

1.5   "**Emergency Maintenance**" means the maintenance required to be performed to protect and maintain the stability, security, and integrity of the infrastructure used to provide the SaaS Subscription.

1.6   "**Errors**" means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.7   "**Fix**" means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.8   "**New Products**" means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement,

1.9   "**New Version**" means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current Support Services subscription to such Subscription Service(s).

1.10   "**Resolution Time**" means the time it takes for PowerSchool to restore access and/or functionality to the Subscription Service.

1.11   "**Response**" means confirmation to the Customer that the Support Service request was received and registered by PowerSchool.

1.12   "**Response Time**" means the time it takes before a support agent makes initial contact with the Technical Contact individual who submitted the case. (Except for Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours).

1.13   "**Scheduled Maintenance**" means planned downtime in or unavailability of the SaaS Subscription for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

1.14   "**Support Services**" has the meaning set forth in the Main Services Agreement and as further described in Section 3.1 (Support) below that will be provided hereunder with respect to Subscription Service(s).

1.15   "**Target Resolution Time**" means the time, as determined by the assigned priority categorization, it takes for PowerSchool to restore access and/or functionality to the applicable

Subscription Service.

      1.16 "**Telephone and Online Support**" means telephone and online support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Subscription Service(s).

2.   **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

      2.1   **Support.** Support Services include: (a) Telephone and Online Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current Subscription Service; (c) Fixes, as developed and made generally available by PowerSchool, in its discretion, to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current Subscription Service).

      2.2   **Custom Programs.** Except to the extent included in a Statement of Work or other express agreement between the parties, for any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's then-current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.   **Support Service Level Agreement**

      3.1   **Support Services Business Hours**. Support Services for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to Customer Portal.

Support Type	Availability
PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to Customer Portal	24x7x365

      3.2   **Service Level Targets**. Response times to Support Services requests will vary based on call load and time of the school year. PowerSchool's targeted response times during Support Business Hours are listed in the table below. PowerSchool encourages Customer to use the Community via the Case Form to submit cases or use the Chat option to engage with the Customer support team. For high priority Production issues, please report them via the Phone channel.

Priority	Definition	Initial Response
P0	This priority is reserved for urgent situations (e.g., production system outages, data loss, suspected security breaches).	1 Business Hour
P1	This priority is for issues with significant impact causing functional limitations. Use this priority when - backup issues, submission deadlines that cannot be met, etc.) - A portion of the system is down or inaccessible for all users - The system is up but performance is hindering	4 Business Hours

	functionality	
P2	Use this priority when your system is fully operational but is experiencing: • A display issue (e.g., a page not rendering correctly causing functionality issues) • A non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • Unexpected behavior that cannot be solved using resources available in the knowledgebase • Account management needs • Suspected development escalation ticket	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: • Display issues, such as a page not rendering correctly - however functionality still exists. • A non-production server/system • A misspelled word on a PowerSchool Page • Other issues not impeding successful use of your production instance	2 Business days

3.3 Changes to Severity Level. The PowerSchool Support team will evaluate and adjust the severity level of a support request based on the level of impact on a customer's operations and level of resolution by the PowerSchool Support team.

3.4 Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by the Customer within a reasonable time frame and to the reasonable satisfaction of the Customer. Support Services for the Subscription Services do not address the following areas:

o Customer or local education agency computer hardware and networking issues;
o Any systems, programs or interfaces not developed and supplied by PowerSchool;
o For fee offerings from PowerSchool Professional Services such as project management, training, workshops;
o Migration of data from a non-PowerSchool supported product or service into a PowerSchool Offering. New customers may need to contact their implementation project manager;
o Work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Community for help on such items;
o Undocumented DAT codes, for the latest version of the PowerSchool Offering.
o ODBC complex queries or connections not covered in the Customer Portal documentation;
o Beta releases for which such issues must be sent through the Beta participant process communicated when customer was invited to that program;
o Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the Customer Portal knowledgebase documentation;
o Building of reports via APEX or Enterprise Reporting;
o No code level support for API / APEX API WebDevs / SSO (SAML);
o SQL statements not provided by the applicable PowerSchool Offering development organization;
o Network / Internet connectivity issues outside of the PowerSchool Hosting data center environment, including issues in the customer local network environment;
o End user activity that adversely impacts application data, except for performing full

database restore operations when requested;
- o The performance impact of customer third party application access to hosted application data;
- o Third-Party Application Support; or
- o Support for application changes completed by the PowerSchool Customizations Department.

Further, PowerSchool will not be responsible for providing Support Services for: (i) problems caused by Customer's use of or access to the PowerSchool Offering(s) other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the PowerSchool Offering(s) by Customer or any third party. In the event the need for Support Services provided are traced to Customer's or a third party's actions, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool's then-current rates, which Customer will promptly pay.

4. Hosting Service Level Agreement

To the extent that Customer purchases a SaaS Subscription, the following sections provide general information for the SaaS Subscription applicable to the PowerSchool Software that is hosted by PowerSchool. This description addresses details for Cloud deployments where PowerSchool is hosting the Customer's PowerSchool Software application. For clarity, the following sections and any hosting service level commitments do not apply to Customers that are self-hosted.

4.1 Backup and Recovery. PowerSchool SaaS Subscription includes backups of all system and application environments. Database backups are structured to allow full recovery of the application environment and data in the event of a Disaster. In addition, database backups allow for point in time recovery in the production hosted environments for all customer applications. For all production applications, full database backups are performed Daily. Additional information on application specific backup strategies can be found in the application supplement(s) included below.

Backups are retained for all production databases to match the following table:

Backup Type	Occurrence
Full Backup	Daily
Full Backup	Weekly

4.2 Disaster Recovery. Disaster Recovery and Data Continuity plans exist for all PowerSchool Hosting Data Centers. The Disaster Recovery and Data Continuity plans are reviewed and updated on a quarterly basis. Additional updates are made between quarterly reviews to adjust plans for as infrastructure changes require plan updates.

PowerSchool's Recovery Time Objective ("**RTO**") is **forty-eight (48) hours**. The 48-hour RTO means that within 48 hours of a declared Disaster by PowerSchool, the systems impacted must be back online for customer access in accordance with applicable specifications. PowerSchool's Recovery Point Objective ("**RPO**") is **twenty-four (24) hours**. The 24-hour RPO means that data is expected to be restored to a point not more than 24 hours prior to the time the first transaction is lost or from the time the SaaS Subscription became unavailable.

4.3 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription is available for Customer to access ("**Availability**") at a level of **99.9%** per month. The uptime target excludes items that are referenced in Section 5.5 (Downtime Exclusions) below.

Downtime tracking will be measured on a 24/7/365 basis. The table below outlines the conditions that will be applied for the tracking of availability.

Availability	Details
Conditions	Availability of licensed Product's URL Successful login into the licensed product
Applicable SLA	P0 SLA for production system outages only
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Upon a specific written request from the Customer, PowerSchool will, within a reasonable time from receipt of the request, submit to Customer a report which sets forth, for the applicable month, the Availability for the particular PowerSchool Software requested for that applicable month.

4.4   Performance Degradation. PowerSchool will make commercially reasonable efforts to ensure that the performance of the PowerSchool Software within a SaaS Subscription is not degraded below the standards in the following table:

Performance Degradation	Details
Condition	The PowerSchool Product will not have a website load time of greater than 5 seconds
Applicable SLA	P1 SLA, in accordance with the SLA table above
Measure of Degradation	Measurement to be conducted at PowerSchool's hosting facility
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Note: The ability for PowerSchool to impact performance is limited to the systems and infrastructure directly under the control of PowerSchool.

4.5   Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring availability as discussed in Sections 5.6 (Availability Measurement) and 5.7 (Availability Percentage) below.

     a.   Performance Degradation (see Section 5.4 above)
     b.   Scheduled Maintenance,
     c.   Scheduled Downtime,
     d.   Emergency Maintenance,
     e.   Unavailability as a result of Customer's development and use of nonstandard operational reports,
     f.   Unavailability as a result of configuration error or data entry error by Customer users or its agents,
     g.   Unavailability, outage, or problem of any third-party infrastructure, service, device, or software that is not provided by or under the direct control of PowerSchool (examples include but not limited to on-campus networks, end-user devices, internet providers (ISP), PowerSchool's third-party hosting provider and third-party software applications or plugins, etc.),
     h.   Unavailability as a result of failure of the Customer's or User's network infrastructure,
     i.   Unavailability as a result of failure of the Customer's or User's connection to the internet,
     j.   Unavailability as a result of a Force Majeure Event--i.e., any cause beyond such party's reasonable control, including but not limited to acts of God or of public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, labor disputes or other industrial disturbances, fire, power outages, road icing or inclement conditions, flood, earthquakes, or tsunamis, systemic electrical, telecommunications, or other utility

failures, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

4.6   Availability Measurement. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. The availability measurement will be calculated for each calendar month.

Total Downtime Minutes will be the average of the sum of the minutes for each Downtime event across all PowerSchool software and services, exclusive of any Downtime Exclusions, within a single calendar month ("**Total Downtime Minutes**"). If Customer has been using the PowerSchool Software for less than a full calendar month, the service month is still the preceding calendar month but any days prior to use of the PowerSchool Software will be deemed to have had 100% Availability.

Total Service Minutes will be calculated as 60 minutes per hour, 24 hours per day, for each day within a month ("**Total Service Minutes**").

4.7   Availability Percentage

Availability Percentage will be calculated as follows:

(Total Service Minutes – Total Downtime Minutes)
(Total Service Minutes per month)

PowerSchool

EXHIBIT G
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**") and the entity identified in the signature block below ("**Customer**") and is made and entered into as of the last signature below, (the "**Effective Date**").

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 Contract and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the Contract. 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 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.

    1.4 "**Designated Representative**" means Customer or Processor employees as specified in the Contract to whom all notices required in this DPA will be sent.

    1.5 "**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.

    1.6 "**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.

    1.7 "**Vendor-Data Subprocessor**" means PowerSchool's subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool's role as Processor to Process Personal Data on behalf of Customer in accordance with the Contract, or other service to operate and/or improve its software, and who has access to Customer Data.

    1.8 "**Student Profile**" means a collection of PII data elements relating to a student of the Customer.

PowerSchool

2.   Purpose.
To describe PowerSchool's responsibilities and solutions as a Processor for handling and protecting Customer Data.

3.   PowerSchool Products and Solutions.
The Contract 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 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 the CONTRACT. The Customer Data shared pursuant to the CONTRACT, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research or as further agreed to in the CONTRACT. If PowerSchool desires to use any Customer Data for purposes not contemplated in the CONTRACT, PowerSchool must first obtain written approval from Customer.
    5.2.   Customer Data does not include metadata, De-identified Data, Aggregate Data or Transaction Data. See CONTRACT for permitted uses of De-identified Data, Aggregate Data, and Transaction Data.
    5.3.   PowerSchool acknowledges that Customer retains full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights 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 will safeguard and maintain the confidentiality of Customer Data obtained from Customer.
    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 CONTRACT 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 CONTRACT and this DPA and any applicable Quote or Statement of Work.
    6.3.   PowerSchool and its Vendor–Data Subprocessors shall Process Customer Data according to the Customer's instructions documented in the CONTRACT unless otherwise required by Applicable Law. In the event of Processing required by Applicable Law, and to the extent permitted by the Applicable Law, PowerSchool will inform the Customer before Processing Customer Data.
    6.4.   With the exception of De-identified Data, Aggregated Data, Transaction Data, and Vendor-Data Subprocessor uses permitted under the CONTRACT, PowerSchool shall not:

PowerSchool

6.4.1. 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 CONTRACT;

6.4.2. 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, unless such use is specifically authorized by this DPA or otherwise authorized in writing by the Customer;

6.4.3. Use Customer Data to create a Student Profile other than as authorized or required by the CONTRACT to perform the Services; and

6.4.4. 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.

6.5. Qualified FERPA Exception. If PowerSchool will have access to Education Records, Processor acknowledges that, for the purposes of this DPA and the CONTRACT, 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"), it will be designated as a "school official" with "legitimate educational interests" in the Customer Education Records, Student Data, and Personal Data disclosed pursuant to the CONTRACT, and 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 CONTRACT 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 CONTRACT or this DPA, as required by Applicable Law, or if authorized in writing by the Customer.

6.6. Customer represents and warrants that it has obtained all necessary consents and government authorizations required under Applicable Law to permit the Processing of Customer Data.

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 CONTRACT or this DPA;

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

6.7.3. the data is De-identified Data; Aggregate Data or Transactional Data; OR

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

7.   Reliability of PowerSchool's and Vendor-Data Subprocessors' Employees, Agents and Contractors. PowerSchool shall take reasonable measures to ensure the reliability of employees, agents, and contractors of PowerSchool, and Vendor-Data 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 CONTRACT or this DPA, and to comply with Applicable Law in the context of individual's duties to the Processor and Vendor-Data Subprocessor, ensuring that individuals are subject to confidentiality obligations.

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).

9. **Vendor-Data Subprocessing.**

9.1. Customer authorizes PowerSchool to appoint Vendor-Data Subprocessors in accordance with this subsection and the CONTRACT.

9.2. PowerSchool will enter into written agreements ("**Vendor-Data Subprocessor Agreement**") whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the CONTRACT.

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

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

9.4.1. not disclose Customer Data, in whole or in part, to any third party with the exception of a Vendor-Data Subprocessor properly vetted by the primary Vendor-Data 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 CONTRACT;

9.4.4. at the conclusion or termination of the work, as directed by the Customer through PowerSchool, delete or return to the Customer all Customer Data in 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. Vendor-Data 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;

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 Customer without undue delay, and within the time period required by Applicable Law.

11.2.3. PowerSchool shall provide Customer with sufficient information to permit 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 CONTRACT 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 CONTRACT.

13.2. Throughout the Term of the CONTRACT, 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.

13.3. 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 so 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 Vendor-Data 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 CONTRACT or this DPA and any applicable Quote or Statement of Work;

15.2.2. such disclosure is permitted under Applicable Law; or

15.2.3. the third party agrees, in writing, to protect the confidentiality and security of Customer Data. 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 from Education Records that are subject to Applicable Law of the applicable jurisdiction.

16.2. Where required by Applicable Law, Customer acknowledges it has obtained all valid consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct Processing on such Customer Data on behalf of the Customer.

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 CONTRACT between the Parties or successful completion of the Services under such CONTRACT. Alternatively, upon re-execution of the CONTRACT by the Customer, this DPA shall also be revived and be of full force and effect.

17.2. The obligations of PowerSchool and Customer under this DPA shall survive termination or expiration of this DPA or CONTRACT, until all Customer Data have been returned or disposed.

18. **General Terms.**

18.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the CONTRACT with respect to any disputes or claims arising under this DPA.

18.2. The terms of this DPA do not reduce PowerSchool's obligations under the CONTRACT regarding the protection of Customer Data and does not permit PowerSchool to Process Customer

Data in ways prohibited by the CONTRACT.

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 CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT 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 27001:2013 certification and SOC 2 Type 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 PowerSchool agrees to 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, fully understands, and agrees to abide by PowerSchool's Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to- time, incorporated by reference herein.

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

PowerSchool agrees that it will protect the confidentiality, privacy and security of the Protected Data it receives from Customers in accordance with this DPA.

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"), 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) is 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 subcontactors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontactors, 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 ("CONTRACT").

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 CONTRACT.