

## **Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1**

IN CONSIDERATION of the mutual promises by PowerSchool Group LLC (“Service Provider”) and Making Waves Academy (“LEA”) (collectively, the “Parties”) in this Addendum and in the PowerSchool Master Services Agreement between LEA and Service Provider with a term of July 27, 2020 to July 26, 2021 (“Agreement”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this Addendum to the Agreement. The Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference.
2. This Addendum shall remain in full force and effect during the entire Term of the Agreement. No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement, the exhibits thereto or the Service Provider’s Privacy Policy shall nullify or modify the terms of this Addendum.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
5. Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, to the extent consistent with the functionality of the Service Provider’s Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will work with Making Waves Academy to

make the personally identifiable information in the pupil's records that are accessed, stored, or maintained by the Service Provider available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

7. Service Provider shall take commercially reasonable actions to ensure the security and confidentiality of pupil records. Its security measures are designed to protect the pupil records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records and using individual user accounts, access controls, auditing and logging, and encryption to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the Service Provider's Products and Services under the Agreement.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall immediately notify Making Waves Academy thereof in writing and use commercially reasonable efforts to remedy such breach.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Service Provider will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

11. Making Waves Academy and Service Provider agree to comply with all applicable California and federal laws and regulations including but not limited to the Family Educational Rights And Privacy (FERPA) and California Education Code section 49073.1.

12. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

**IN WITNESS WHEREOF**, each party hereto has caused this Addendum to be executed by its authorized representative and agrees that an electronic signature of an authorized

representative constitutes a valid signature for such party, effective as of the date first set forth below.

**Making Waves Academy**  
**4123 Lakeside Drive**  
**Richmond, CA 94806**

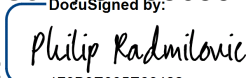
By: \_\_\_\_\_

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

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

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

**PowerSchool Group LLC**  
**150 Parkshore Drive**  
**Folsom, CA 95630**

By:  \_\_\_\_\_  
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Name: Philip Radmilovic \_\_\_\_\_

Title: VP Controller \_\_\_\_\_

Date: 6/3/2020 \_\_\_\_\_