

Addendum

This Addendum addresses amended and additional terms to be included into the Main Services Agreement (the "Agreement"). Except as set forth in this Addendum, the Agreement, including the Quote #Q-448027-2 (and any other quotes to which this addendum is attached and referenced) and the Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. **2.3.3. Restrictions on Subscription Services**

The first sentence of section 2.3.3. is deleted in its entirety and replaced with the following:
"2.3.3 Customer will not and will take reasonable steps to ensure its User(s) will not, (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise; (c) write or develop any derivative works based upon the PowerSchool Product(s)."

2. **3.3. Confidentiality**

The fourth sentence of section 3.3 is deleted in its entirety and replaced with the following:
"Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all reasonable steps necessary to ensure that such unauthorized use or distribution is terminated."

And

The eighth sentence of section 3.3 is deleted in its entirety and replaced with the following:
"PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge, unless such loss is caused by PowerSchool's negligence, willful misconduct or violation of this Agreement, its Privacy Policy, or applicable laws or regulations."

And

The eleventh sentence of section 3.3 is deleted in its entirety and replaced with the following:
"While PowerSchool will not rent, share or sell information for marketing purposes and will not rent, share or sell Customer data or confidential information with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use and/or copy any De-Identified Data, and/or combine any De-Identified Data with any De-identified Data."

3. **3.4. Public Record Act**

Section 3.4 is deleted in its entirety and replaced with the following:
"Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure under applicable laws or regulations."

4. **3.6. Use of Feedback**

Section 3.6 is deleted in its entirety and replaced with the following:
"Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use

and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s) about PowerSchool Product(s) and Services.”

5. **6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE**

The sixth and seventh sentences of section 6 are deleted in their entirety and replaced with the following:

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

6. **10. Disclaimer of Other Warranties.**

The following sentence is added to the end of section 10:

“NOTWITHSTANDING THE ABOVE DISCLAIMERS, POWERSCHOOL AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY POWERSCHOOL TO CUSTOMER UNDER THIS AGREEMENT.”

7. **11.1 Term**

Section 11.1 is deleted in its entirety and replaced with the following:

“This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the term of all PowerSchool Product(s) or Services provided under any applicable Quote hereunder have expired or have been terminated.”

8. **11.3. Suspension**

Section 11.3 is deleted in its entirety and replaced with the following:

“PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified in writing in advance that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer data and the PowerSchool systems.”

9. **11.5 No Termination for Convenience**

The following is added to the end of section 11.5:

“This Agreement will terminate upon the effective date of any termination, non-renewal, or revocation of Customer’s charter or the cessation of Customer’s operations for any reason, as long as Customer provides written notification to PowerSchool of such event.”

10. **12. Limitation of Liability**

Section 12 is deleted in its entirety and replaced with the following;

“NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY ; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, EITHER PARTY WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON

WHICH THE CLAIM IS BASED IN THE PREVIOUS TWENTY FOUR (24) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY RELATING TO ITS OBLIGATIONS EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.”

11. 13.1 Indemnification by PowerSchool

Section 13.1 is deleted in its entirety and replaced with the following:

“Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), liabilities, costs, expenses and damages arising out of or relating to any claim by a third party against Customer due to or arising out of: (a) PowerSchool's or its agent's unauthorized disclosure, rent, sale or lease of Customer's or any of its User's confidential information (excluding De-Identified Data in accordance with this Agreement) that is provided to PowerSchool by Customer or any of its Users; (b) PowerSchool's violation of this Agreement or its Privacy Policy; (c) PowerSchool's gross negligence or willful misconduct; or (d) PowerSchool's infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer. If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s) by Customer.”

12. 13.2 Indemnification by Customer.

Section 13.2 is deleted in its entirety and replaced with the following:

“To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's unauthorized sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed , printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct provided that Customer will have received from PowerSchool (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense and settlement of such claim; and (iii) all reasonable necessary cooperation of PowerSchool.”

13. 14.4 Force Majeure

Section 14.4 is deleted in its entirety and replaced with the following:

“Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer or PowerSchool to provide the other

party promptly and accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control."

14. **14.5 Severability**

Section 14.5 is deleted in its entirety and replaced with the following:

"If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by either party of any provision of this Agreement must be in writing and signed by an authorized representative of the respective Party and will not imply subsequent waiver of that or any other provision."

15. **14.6 Payments**

The final sentence of section 14.6 is deleted in its entirety and replaced with the following:

"Customer agrees that it will use its best efforts to cooperate with PowerSchool's reasonable requests for documents and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote."

16. **14.7 Time to Bring Action**

Section 14.7 is deleted in its entirety and replaced with the following:

"To the extent allowed under applicable law, neither PowerSchool or Customer may bring an action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen."

17. **14.9 Assignment**

Section 14.9 is deleted in its entirety and replaced with the following:

"Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that either party may assign its rights and obligations under this Agreement without the consent of the other party in the event the party hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees"

18. **14.14 Essential Basis of the Agreement**

Section 14.14 is deleted in its entirety and replaced with the following:

"The parties acknowledge and understand that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different."

19. **14.17 Entire Agreement**

The fifth sentence of section 14.17 is deleted in its entirety and replaced with the following:

"The order of precedence is the executed Quote and any addendum referenced therein, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments."

(signatures on following page)

POWERSCHOOL GROUP LLC

MAKING WAVES ACADEMY

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____