PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: cs@powerschool.com
Quote Date: 15-FEB-2023
Quote #: Q-751877-1

Prepared By:	CS-Inside (Digital)	Customer Contact:	Damon Edwards
Customer Name:	Making Waves Academy	Title:	Director of Technology
Contract Term:	12 Months	Address:	4123 LAKESIDE DR
Start Date:	27-JUL-2023	City:	RICHMOND
End Date:	26-JUL-2024	State/Province:	California
Billing Frequency:	Annually	Zip Code:	94806
		Phone #:	(510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 27-JUL-2023 - 26-JUL-2024 **License and Subscription Fees**				
PowerSchool SIS Hosting Test Bed Annual	1,180.00	Students		USD 4,047.40
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 529.32
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 530.65
PowerSchool SIS Hosted Subscription	1,180.00	Students		USD 15,233.80

License and Subscription Totals: **USD 20,341.17**

Quote Total	
Initial Term	**27-JUL-2023 - 26-JUL-2024**
Amount To Be Invoiced	**USD 20,341.17**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

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

POWERSCHOOL GROUP LLC	Making Waves Academy
Signature:	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 3-FEB-2023	Date:

PO Number: _____

150 Parkshore Dr, Folsom, CA 95630
Remit Email: cs@powerschool.com
Quote Date: 15-FEB-2023
Quote #: Q-755917-1

Prepared By:	CS-Inside (Digital)	Customer Contact:	Damon Edwards
Customer Name:	Making Waves Academy	Title:	Director of Technology
Contract Term:	12 Months	Address:	4123 LAKESIDE DR
Start Date:	1-JUL-2023	City:	RICHMOND
End Date:	30-JUN-2024	State/Province:	California
Billing Frequency:	Annually	Zip Code:	94806
		Phone #:	(510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024 License and Subscription Fees				
Unified Classroom Behavior Support Subscription	1,200.00	Students		USD 5,676.00

License and Subscription Totals: **USD 5,676.00**

Quote Total	
Initial Term	**1-JUL-2023 - 30-JUN-2024**
Amount To Be Invoiced	**USD 5,676.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:

![signature: Eric Shander]

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 9-FEB-2023

PO Number: _____

Making Waves Academy

Signature:

Printed Name:

Title:

Date:

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Prepared By:	CS-Inside (Digital)
Customer Name:	Making Waves Academy
Contract Term:	12 Months
Start Date:	4-NOV-2023
End Date:	3-NOV-2024
Billing Frequency:	Annually

Customer Contact:	Damon Edwards
Title:	Director of Technology
Address:	4123 LAKESIDE DR
City:	RICHMOND
State/Province:	California
Zip Code:	94806
Phone #:	(510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 4-NOV-2023 - 3-NOV-2024 License and Subscription Fees				
Naviance AchieveWorks	Making Waves	333.00	Students	USD 712.62
Naviance Alumni Tracker	Making Waves	1.00	Per Building	USD 506.14
Naviance eDocs	Making Waves	77.00	Students	USD 773.85
Naviance for High School	Making Waves	333.00	Students	USD 2,384.28

License and Subscription Totals: **USD 4,376.89**

Quote Total

Initial Term	4-NOV-2023 - 3-NOV-2024
Amount To Be Invoiced	USD 4,376.89

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

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

POWERSCHOOL GROUP LLC	Making Waves Academy
Signature:	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 10-FEB-2023	Date:

PO Number: _____

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 Quotes # Q-678400-1, # Q-687969-1, # Q-690010-1, #Q-758090-1, #Q-755 917-1, and #Q-751877-1 (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. **2.4.4**
   The following is added at the end of the first sentence in section 2.4.4:
   "upon notice of such unauthorized access."

2. **2.6   End-of-Life Policy**
   Section 2.6 is deleted in its entirety and replaced with the following:
   "PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL."

3. **2.4.2.   Restrictions**
   The first sentence of section 2.4.2. is deleted in its entirety and replaced with the following:
   "2.4.2 Customer will not and will take reasonable steps to ensure its User(s) will not: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) intentionally interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer's internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool."

4. **3.3.3   Notification**
   The language in section 3.3.3 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 Offering of which Customer becomes aware and will take all reasonable steps necessary to ensure that such unauthorized use or distribution is terminated."

5. **4.8   Marketing**
   The second to last sentence in section 4.8 is deleted and replaced with the following:
   "Notwithstanding the foregoing, PowerSchool's right to continue to use any printed marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates."

6. **5.1   Confidential Information**
   The third sentence in section 5.1 is deleted and replaced with the following:
   "Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool,

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and subject to the requirements of Section 5.5 (Public Records Act), the California Public Records Act and the California Ralph M. Brown Act, the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool."

7. **5.4   Compelled Disclosure.**
The following phrase is deleted from section 5.4:
"(as so advised by counsel)"

8. **5.5   Public Record Act**
The following words shall be added to section 5.5 (a) after the word "disclosure":

"under applicable laws or regulations."

9. **9.   DISCLAIMER OF WARRANTIES.**
The following sentence is added to the end of section 9:
"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."

10. **10.2   Data Breach Indemnification by PowerSchool**
Section 10.2 is deleted in its entirety and replaced with the following:
"10.2   Indemnification by PowerSchool
Subject to Section 11 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer and its directors, officers, employees, representatives and agents (collectively, "Customer Indemnitees") from and against any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a Customer Indemnitee to the extent relating 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, its Privacy Policy or the DPA executed between the Parties; (c) PowerSchool's gross negligence or willful misconduct; or (d) PowerSchool's infringement of any intellectual property rights as set forth in Section 10.1."

11. **11.2   CAP ON MONETARY LIABILITY**
"TWELVE (12)-MONTH PERIOD" is deleted and replaced with "TWENTY-FOUR (24) MONTH PERIOD".

12. **11.3   Exceptions**
Section 11.3 is deleted in its entirety and replaced with the following:
NOTWITHSTANDINGTHE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR FRAUD.

13. **13.1   Agreement Term**
The following sentence is added to the end of Section 13.1:
"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."

14. **13.3.   Suspension**
Section 13.3 (C) 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."

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15. 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."

16. 14.8 **Assignment**

Section 14.8 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"

17. 14.13 **Essential Basis of the Agreement**

Section 14.13 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."

18. 14.15 **Entire Agreement**

The last sentence of section 14.15 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."

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, the Quotes # Q-678400-1 and Q-690010-1, and the PowerSchool Main Services Agreement between LEA and Service Provider with a term of (dates to be filled in once Agreement is signed) ("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, alternation, 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 a confirmed unauthorized disclosure of a pupil's records, Service Provider shall notify Making Waves Academy thereof in writing as soon as reasonably possible but no later than three (3) business days 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.

13.   The Parties agree to comply with all applicable laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act and related regulations (COPPA), the Student Online Personal Information Protection Act (SOPIPA), FERPA, and California Education Code section 49073.1.

IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed by its authorized representative and agrees than 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: ___Damon Edwards_____

Title: ___CTO_____

Date: ___18-Nov-2022___

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

By: _____

Name: ___Angelina Hendraka_____

Title: ___Chief Accounting Officer___

Date