Addendum 2

This Addendum 2 addresses amended and additional terms to be included into the 2024 Main Services Agreement – (the "Agreement") by and between Making Waves Academy ("Customer"), located at 4123 Lakeside Drive, Richmond, California 94806; and PowerSchool Group LLC ("PowerSchool"), a Delaware limited liability company, having a principal address of 150 Parkshore Drive, Folsom, California 95630. Except as set forth in this Addendum, the Agreement, including the Quote #s Q-868947-2 and P-860067-1 attached hereto as EXHIBIT A (and any other quotes to which this addendum is attached and referenced) 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. 1.6.   Definitions

The definition for "Excluded Claims" is deleted in its entirety and replaced with the following:

"'Excluded Claims' means claims or liability arising out of: (a) a Party's violation of the other Party's proprietary or intellectual property rights; or (b) PowerSchool's violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data.

2. 2.3.3   Restrictions

The following is added at the end of the last sentence in section 2.3.3:

"upon notice of such unauthorized access or use."

3. 2.5   Sustaining Application Planning Program (SAP)

Section 2.5 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."

4. 2.3.2.   Restrictions

The first sentence of section 2.3.2. is deleted in its entirety and replaced with the following:

"Customer will not, and will take reasonable steps to ensure its User(s) will not: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) intentionally interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool."

5. 4.7   Marketing

The last sentence in section 4.7 is deleted and replaced with the following:

"Notwithstanding the foregoing, PowerSchool's right to continue to use any printed (hard copy) 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:

"Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the California Public Records Act and the California Ralph M. Brown Act, the terms of this Agreement and each Ordering Document (including pricing)."

7. 5.4   Public Record Act

The following words shall be added to section 5.4 (a) after the word "disclosure":

"under applicable laws or regulations."

8. 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."

9. 11.2   CAP ON MONETARY LIABILITY
"TWELVE (12) MONTHS" is deleted and replaced with:
> "TWENTY-FOUR (24) MONTHS"

10. 11.3   Exceptions
Section 11.3 is deleted in its entirety and replaced with the following:
> "THE FOREGOING LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS SET FORTH WITHIN SECTION 10 (INDEMNIFICATION) OR LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD

11. 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."

12. 13.3.   Suspension
Section 13.3 (c) is deleted in its entirety and replaced with the following:
> "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, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control."

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. 14.8   Assignment
Section 14.8 is deleted in its entirety and replaced with the following:
> "Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; 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 and permitted assigns."

15. 14.13   Entire Agreement
The second to last sentence of section 14.13 is deleted in its entirety and replaced with the following:
> "In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement and any amendment or addendum thereto mutually executed by the Parties; and (3) any referenced and applicable exhibit, schedule, or other attachment to this Agreement.

16. The following Section 14.16 is added to the Agreement:

"**14.16 Education Code Section 49073.1**

Pupil records obtained by PowerSchool from Customer continue to be the property of and under the control of the Customer. Pupil records include any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer 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 PowerSchool's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

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 PowerSchool's Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, PowerSchool will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).

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, PowerSchool 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 PowerSchool available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

PowerSchool 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 PowerSchool's Products and Services under the Agreement.

In the event of a confirmed unauthorized disclosure of a pupil's records, PowerSchool 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.

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

PowerSchool certifies that a pupil's records shall not be retained or available to the PowerSchool 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 PowerSchool 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. PowerSchool 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.

Making Waves Academy and PowerSchool 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.

PowerSchool shall not use personally identifiable information in pupil records to engage in targeted advertising.

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.

POWERSCHOOL GROUP LLC   **MAKING WAVES ACADEMY**

Signature:_____   Signature:_____

Printed Name:_____   Printed Name:_____

Title:_____   Title: _____

Date:_____   Date: _____

EXHIBIT A
(Quote(s))

PowerSchool
Powering Brighter Futures

Remit Email: aanchal.bajpai@powerschool.com
Quote Date: 29-MAY-2024
Quote #: Q-868947-2

Sales Quote - This is Not An Invoice

Prepared By:	Aanchal Bajpai	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-2024	City:	RICHMOND
End Date:	26-JUL-2025	State/Province:	California
Billing Frequency:	Annually	Zip Code:	94806
		Phone #:	(510) 964-2403

Product Description	Quantity	Unit	Extended Price
Initial Term 27-JUL-2024 - 26-JUL-2025 **License and Subscription Fees**			
PowerSchool SIS Hosting Test Bed Annual	1,180.00	Students	USD 4,366.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 571.67
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 573.10
PowerSchool SIS Hosted Subscription	1,180.00	Students	USD 16,449.20

License and Subscription Totals: **USD 21,959.97**

Quote Total

Initial Term	**27-JUL-2024 - 26-JUL-2025**
Amount To Be Invoiced	**USD 21,959.97**

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_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

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   Job Title:

Date: 20-NOV-2023   Date:

PO Number: _____

PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: aanchal.bajpai@powerschool.com
Pricing Notification Date: 29-MAY-2024
Pricing Notification #: P-860067-1
PowerSchool Internal Ref #:Q-645113

Prepared By:	Monika Malve	
Customer Name:	Making Waves Academy	
Contract End Date:	30-JUN-2025	
Subscription Period:	1-JUL-2024 through 30-JUN-2025	

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	Extended Price
Subscription Period: 1-JUL-2024 - 30-JUN-2025 License and Subscription Fees			
Behavior Support Subscription	1,200.00	Students	USD 5,964.00

License and Subscription Totals: **USD 5,964.00**

Subscription Period Total

Subscription Period	**1-JUL-2024 - 30-JUN-2025**
Amount To Be Invoiced	**USD 5,964.00**

This is a courtesy notification to Customer of the pricing for the subscription period set forth above. During the term of the contract, Customer will receive pricing notifications before the start of each annual subscription period. Pricing notifications are provided as a courtesy to Customer and does not require any signature or any other action on Customer's part. Upon expiration of the total contract term, Customer may be asked to enter into a new PowerSchool agreement or another mutually agreed-upon agreement to renew the contract. Customer is responsible for providing PowerSchool with a purchase order if a purchase order is required for Customer's internal purposes. Customer agrees that purchase orders are for its own internal purposes, and no other.