



## IT MASTER AGREEMENT

ADVANTAGE CONTRACT #: 25070100000000000000	ITP#: ITP-254909
COMMODITY/SERVICE DESCRIPTION: Data System – LEA Student Information Systems	
START DATE: 7/1/2025	END DATE: 6/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 9 State House Station		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: PowerSchool Group, LLC		
ADDRESS: 150 Parkshore Drive		
CITY: Folsom	STATE: CA	ZIP CODE: 95630
PROVIDER'S PROVIDER CUSTOMER #: VC0000213339		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

**Department Representative:**

12/5/2025

BY: **Daniel A. Chuhta Deputy  
Commissioner**

Date

**Provider Representative:**

12/5/2025

DocuSigned by:

BY: 395DA8394ED2418...

Date

Initial  
td

**DAFS – Office of Information Technology:**

12/9/2025

DocuSigned by:

BY: **Nicholas Marquis, CIO**

Date

**DAFS – Office of State Procurement  
Services:**

12/8/2025

DocuSigned by:

BY: **Nancy Tan, Acting Deputy CPO**

Date

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract*

**DEPARTMENT AND PROVIDER POINT OF CONTACT**

AGREEMENT ADMINISTRATOR: The following person is designated as the Agreement Administrator on behalf of the Department for this Contract.

NAME: Kimberly A Hall	
EMAIL: <a href="mailto:Kimberly.A.Hall@maine.gov">Kimberly.A.Hall@maine.gov</a>	TELEPHONE: 207-816-0429

PROCUREMENT SERVICE MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Katie Boynton	
EMAIL: <a href="mailto:Katie.Boynton@maine.gov">Katie.Boynton@maine.gov</a>	TELEPHONE: 207-592-6989

PROVIDER CONTACT: The Provider contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the Provider contact person. The Provider contact person for this MA is:

NAME: Michelle Mullins		
EMAIL: michelle.mullins@powerschool.com	TELEPHONE: 916-238-3181	
ADDRESS: PO Box 888408		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90088

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**TABLE OF RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B-IT – Payment and Other Provisions
<input checked="" type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER G - Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	RIDER H - Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	ATTACHMENT A - Confidentiality and Non-Disclosure Agreement
<input checked="" type="checkbox"/>	ATTACHMENT B – Price Sheet
<input checked="" type="checkbox"/>	ATTACHMENT C – PowerSchool Support Policy and Service Level Agreement
<input checked="" type="checkbox"/>	ATTACHMENT D – PowerSchool Main Services Agreement 2024 version
<input checked="" type="checkbox"/>	ATTACHMENT E – PowerSchool Student Data Privacy Agreement – Maine
<input checked="" type="checkbox"/>	ATTACHMENT F – PowerSchool Product Specific and Pass-Through Terms

**RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED**

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- I. ACRONYMS/DEFINITIONS
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- VII. TECHNICAL REQUIREMENTS

**I. ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Master Agreement:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
<b>BAA</b>	Business Associate Agreement
<b>Contract</b>	Formal and legal binding agreement
<b>DO</b>	Delivery Order
<b>Department</b>	State of Maine Department Entering into this Contract
<b>Provider</b>	Organization providing services under this Contract
<b>State</b>	State of Maine
<b>OIT</b>	Office of Information Technology
<b>District</b>	Any school administrative unit (SAU) that purchases the Licensed Product. For the purposes of this Contract, the terms District, LEA, and SAU are synonymous.
<b>Conforming Districts</b>	An LEA is considered a conforming district if it is on the conforming district list. The Department will make the list available annually before June 1 <sup>st</sup> .
<b>SAU</b>	School Administrative Unit as defined in <a href="#">20-A M.R.S. §1(26)</a> .

<b>SIS</b>	Student Information System. A software application for education establishments to manage student data.
<b>SLA</b>	Service level agreement
<b>SSL</b>	Single Socket Layer
<b>CTE</b>	Career and Technical Education
<b>SIF</b>	Systems Interoperability Framework
<b>LEA</b>	Local Education Agency is a public entity responsible for directing public education in a local geographic area. For the purposes of this Contract, the term LEA is inclusive of SAUs and schools in Maine accepting publicly funded students.
<b>CEDS</b>	<a href="#">Common Education Data Standards (CEDS)</a> a key set of education data elements to streamline the exchange, comparison, and understanding of data within and across P-20W institutions and sectors.
<b>MEDMS</b>	Maine Education Data Management System

**II. INTRODUCTION/OVERVIEW:**

The purpose of this master agreement is to procure student information system (SIS) services to provide state level student information and reporting for Maine Local Education Agencies (LEAs). This master agreement defines the standard offer.

The Maine Department of Education participates in the financing of SIS for conforming districts. Maine DOE will cover the cost of Hosting, Licensing, Security Certificates & Maintenance and Support per these requirements.

In the State of Maine, there are approximately 559 public schools within 194 local education agencies operating schools, one magnet school, eight career and technical education (CTE) regions, and two state operated programs. Most LEAs in the State of Maine utilize a SIS. Information for approximately 172,000 public school students is being recorded on a daily basis.

The following table details the statewide attending enrollment totals of all the public SAUs within each membership configuration and is provided for information only. These numbers were taken from the October 1, 2024 count.

Attending Enrollment	# of Public SAUs	# Conforming Districts
Less than 250	81	69

250 – 499	27	27
500-999	26	25
1000-1999	33	32
2000-3999	25	25
4000-6000	1	1
More than 6000	1	1

**III. CONTRACT PERIOD:**

Start 7/1/2025 through 6/30/2026

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- Initial Term
- First Renewal
- Second Renewal

**IV. AUTHORIZED USER:**

**State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

**Municipalities, political subdivisions, and school districts in Maine:**

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions:

**V. ORDERING PROCEDURES:**

**A. State Agencies**

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided.

**B. Conforming Districts**

Quotes for annual licensing, hosting by environment, maintenance & support and SSL certificate (if needed) for conforming districts will be submitted annually to Maine DOE. DOs for each Provider and their conforming districts will be created annually by the Maine DOE Education Data Systems Manager for payment processing. DO's over \$5,000 will be emailed to the Provider's email address referenced on the MA as a .pdf file.

### C. Other

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

- **Responsibility for Orders:** Will handle their own orders independently.
- **Payment Responsibility:** Will be responsible for all payments related to orders.
- **Statement of Work (SOW):** For a quote that includes implementation services, a project specific SOW may be required to be attached to the Delivery Order (DO).
  - The Provider must enter into data sharing agreements with the conforming districts and all entities utilizing this agreement to ensure all student data privacy and security statutes and data sharing provisions are observed.

## VI. SPECIFICATIONS/SCOPE OF WORK:

### A. Provider Responsibilities

- i) The Provider will provide a standard offer Student Information System configuration including, but not limited to, the requirements listed in this agreement for use by a conforming district or other Maine LEA (or entity eligible to purchase under this MA.)

### B. Eligibility Requirements

- i) Eligibility requirements to participate in the MA are as follows:
  - a. The State has specific **performance criteria**
  - b. Selected Providers may negotiate to configure or customize additional functionality beyond the requirements stated in this Master Agreement (MA).
  - c. This custom functionality will not be part of the MA and must be negotiated separately at the LEA level with the selected provider.
  - d. All selected Providers must accommodate any conforming district that contacts them. Once a Provider enters into a contract, they may not turn away any interested conforming district. Failure to accommodate may be grounds for **termination of eligibility under this MA.**

### C. SIS Software Solutions

- i) The Department seeks **Student Information System (SIS)** software solutions that can be hosted both:
  - a. Locally
  - b. By qualified Provider or in the cloud. Providers are encouraged to offer both hosting options.

**D. Software Flexibility and Compliance**

The software must be flexible to adapt to constantly changing legislative mandates, satisfy reporting obligations at **local, state, and federal** levels, and ensure effective oversight of LEAs in accordance with **Maine laws and regulations**.

**VII. GENERAL REQUIREMENTS****A. Student Demographics**

- i) Basic Census Data: The system must capture basic census data, including:
  - a. Demographics
  - b. Address
  - c. Relationships
- ii) Student Level Data: The system must capture the following student-level data:
  - a. Legal Name
  - b. Preferred Name
  - c. Sex
  - d. Date of Birth
- iii) Guardian Information: The system must allow for the indication of a guardian.
- iv) Guardian at 18 Years of Age: Provide an easily configurable way to identify the student as their own guardian once they turn 18 years of age.
- v) Secondary Household Information: The system must allow for the indication of primary and secondary households.
- vi) Address Queries and Reporting: The system must facilitate easy querying and reporting of address information.
- vii) Homeless Student Identification: The system must allow for the indication that a student is homeless and does not have a fixed address.
- viii) Unique Student IDs: The system must allow for the association of students to unique state IDs and school student IDs.

**B. Attendance:**

- i) Tracking Student Attendance:
  - a. The system must track students based on grade spans inclusive of early childhood, elementary & secondary.
- ii) Flexibility in Attendance Recording:
  - a. Provide flexibility in how attendance is taken, including the ability to record attendance by:
    - a. Time
    - b. Period
    - c. Day
    - d. Using various attendance codes.
- iii) At-Risk Students Identification:
  - a. The system must allow for identification of at-risk students based on:
    - a. Daily attendance
    - b. Period attendance
    - c. Historical data by student
- iv) State Reporting:
  - a. Ability to report daily attendance data for state reporting.

**C. Custom Functionality:**

- i) The system must allow for the addition of custom fields and functionality.

**D. Grading:**

- i) Customizable Grading and Scales:
  - a. The system must allow customization of grading and grading scales.
- ii) Flexible Grading Posting:
  - a. Ability to post standard grades subjectively and flexibly, both calculated and uncalculated.
- iii) Student/Standard-Centered Grading:
  - a. The system must be student and standard-centered for grading.

**E. Programs and Services:**

- i) Career and Technical Education (CTE) Data:
  - a. The system must capture and report on State of Maine-specific Career and Technical Education (CTE) data at both enrollment and program levels.
- ii) Special Education Data:
  - a. The system must capture and report on State of Maine required special education student data elements.
- iii) Truancy Data:
  - a. The system must capture and report truancy data per State of Maine requirements.
- iv) Behavior Data
  - a. The system must capture and report behavior data per State of Maine requirements.
- v) Restraint and Seclusion Data
  - a. The system must capture and report restraint & seclusion data per State of Maine requirements.
- vi) Multilingual Learner Data
  - a. The system must capture and report multilingual learner data per State of Maine requirements.

**F. Scheduling Requirements:**

- i) Schedule Structure Styles:
  - a. Support various schedule structure styles, including but not limited to:
    - a. Waterfall
    - b. Alternating block
    - c. Semesters
  - b. **Note:** It is not expected that all structure styles will be utilized at the same time.
- ii) Attendance Accountability:
  - a. Ability to define which classes are accountable for attendance.
- iii) Grading Accountability:
  - a. Ability to define which classes are accountable for grading.
- iv) Schedule Editing:
  - a. The system must easily allow the creation or editing of student schedules after the initial scheduling.
- v) Section Building:
  - a. The system must allow for easy section building and scheduling.
- vi) Basic Section Build Rules:
  - a. The system must provide basic rules for section building.
- vii) Course Requests:
  - a. Support course requests for/by students, including:
    - a. Students requesting specific courses
    - b. Guidance counselors/schedulers using this information to build schedules
    - c. An automatic system for building/loading schedules based on course requests

## viii) User-Friendly Schedule:

- a. The system must provide an easy-to-use schedule for students and staff, including:
  - a. Printing
  - b. Mobile app
  - c. Online portal

## ix) Data Protection During Scheduling:

- a. The system must include controls to prevent data loss during scheduling changes, such as:
  - a. Warnings/stopping users from deleting section information and losing grade or attendance data.

G. Student Enrollment:

## i) State of Maine Reporting Requirements:

- a. The system must comply with the State of Maine Reporting Requirements, which are currently available at: MEDMS Data Systems Support | Department of Education. [MEDMS Data Systems Support | Department of Education](#) . Requirements will always be linked off the Department's Helpdesk webpage and may change annually.

H. Transcripts:

## i) Ease of Building Transcripts:

- a. The system must provide a simple interface for manual entry of transcript items.

## ii) Customizable Transcripts:

- a. The system must allow the creation of both proficiency/competency-based and traditional transcripts.

## iii) District and State Requirements:

- a. Transcripts should be customizable to include district and school requirements, as well as state requirements.

**VIII. TECHNICAL REQUIREMENTS:**

- A. Accessibility: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. State IT Policies: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed.
- C. The Provider shall have annual audits in accordance with Standards for Attestation Engagements (SSAE) Reporting on Controls at a Service Organization (SOC), including SOC 2 Type II, performed on its operations.
- D. Technical Assessment: The State of Maine requires Providers to demonstrate they have the appropriate security controls in place to protect sensitive and/or confidential information and compliance with State IT Policies. An assessment document and timeline for completion of the assessment document will be provided for this purpose. Providers must show either current StateRAMP certification or provide documentation that they have met all equivalent (to StateRAMP) cloud hosting technical requirements. Failure to demonstrate compliance by the required date may result in termination of the Agreement.

E. Security and Role-Based Access:

- i) The system must provide:
- ii) User Access Management that includes future use of valid authentication and authorization mechanisms including Multi-factor authentication (MFA) for secure login.
- iii) Group and role-based security, down to individual fields for the following roles:
  - a. Teachers
  - b. Parents
  - c. Admins
  - d. Clerical Staff
  - e. Data/Technology Staff
- iv) Audit logging of successful and unsuccessful login attempts to the system electronically through direct access or by using database reporting tools, including but not limited to:
  - a. User Login Location
  - b. History of user's activity within the system; and
  - c. All electronic access to the background review database.
- v) Scalable performance to reliably support 100 concurrent users under typical and peak operational conditions.

F. Device Operating System

- i. The system must support access from commonly used desktop and mobile operating systems and must allow mobile access through mobile-enabled browsers, dedicated applications, or other compatible computing modules, in alignment with current industry standards and best practices. The system must support the following client desktop operating systems:
  - a. Windows
  - b. Chrome OS
  - c. Mac OSX
  - d. iOS
  - e. Android

G. API Integration

- i. The system must provide support for both custom and standardized APIs to facilitate integration with external systems, adhering to agency-defined interface specifications, web services protocols, and applicable technical standards.

H. Software Environments:

- i. Production
- ii. Testing/Training

I. Approved Browsers

- i. The solution must be fully web-based and operate using standard, supported web browsers without the need for additional client-side software, plug-ins, or components.

J. Data, Reporting, and Analysis

- i. Data Upload from External Sources:
  - a. The application must allow the ingestion of data from external data sources using:
    1. An integrated ETL (Extract, Transform, Load) tool

2. The ability to upload documents for storage and retrieval
    3. API's
  - b. SQL Connectivity:
    1. The application must allow specific district staff to access the database directly through scripting and custom links to SQL for reporting.
  - c. Ad-Hoc/Custom Reports:
    1. The system must provide the ability to run/create ad-hoc/custom reports.
  - d. Read/Write Access to Backend Database:
    1. The system must allow specific district staff to have read/write access to the back-end database.
  - e. Data Import/Export:
    1. The application must support the import and export of data in various file formats, including but not limited to:
      - a. Excel
      - b. PDF
      - c. XML
      - d. CSV
      - e. TXT
- K. System Adaptability:
  - i. The system must be capable of evolving as changes occur in both State and Federal reporting requirements.
  - ii. The Provider will be responsible for developing and implementing any changes mandated by state and federal law at no additional cost to the LEA. When changes to federal or state statute require changes to existing functionality, the Department will notify the provider by April 1 for the upcoming school year. The Department will work closely with the Provider to determine how best to implement required state or federal changes.
  - iii. The system must provide complete solutions for all mandated Maine state reporting requirements.
- L. Business Rules and Management
  - i. The system must provide configurable business rules and validation management to ensure data quality.
- M. Operational Functionality
  - i. The System must:
    - a. Provide customizable workflows to support data collection, audit, and tracking processes
    - b. Guide users through tasks with clear labels and instructions; detect and suggest corrections for input errors where appropriate
    - c. Allow users to review, confirm, and correct information before finalizing actions
    - d. Easily reverse or correct undesired actions and enable users to save partially completed work and resume it at a later time.
  - ii. Data Handling and Format Requirements:

- a. Data must be sent according to the Maine SIF Profile using either SIF v2.7 or Unity protocols.
- iii. Record Transmission Format:
  - a. SIF 2.7: XML must be used as the record format.
  - b. SIF Unity: PESC-JSON Notation should be used.
- iv. Near Real-Time Events:
  - a. Using either SIF 2.7 or SIF Unity, the SIS must emit Create/Update/Delete events as they occur. These events should contain complete and valid records, not just the part of the object that changed.
  - b. Example: If a student's first name changes, the entire StudentPersonal record should be sent as an UPDATE event.
- v. Event Transmission via SIF Unity:
  - a. For SIF Unity, batched events should be used, especially during high-load times, such as the beginning of terms. Unlike SIF 2.7, which is constrained to sending only 1 record per event, SIF Unity allows for more efficient processing by sending multiple records in a single payload.
- vi. Request/Response Handling:
  - a. SIF 2.7 Agents: The SIS should implement polling for handling asynchronous requests from providers.
  - b. SIF Unity Adapters: Both IMMEDIATE and DELAYED request/response types will be supported. Providers should specify their preference.
- vii. Authentication:
  - a. For SIF Unity adapters, SIF HMAC SHA256 is supported for secure authentication.
  - b. State Student Identifier Updates:
  - c. The system will integrate with SEA data integration platform for assigning State Identifiers to students.
  - d. When the system receives a student without a State ID, a request will be made to SEA data integration platform to assign a new one.
  - e. This State ID update will be sent (via SIF) to the SIS.
- viii. SIF 2.7 Agent Integration
  - a. A SIF 2.7 Agent will receive a StudentPersonal UPDATE event containing the student's RefID and newly assigned State ID.
- ix. SIF Unity Adapter Integration
  - a. A SIF Unity adapter will receive a StudentPersonal UPDATE request with the student's RefID and newly assigned State ID.
- x. Compliance and Standards:
  - a. The Provider must enter into, and at all times be in compliance with, data sharing agreements with the conforming districts to ensure all student data privacy and security statutes and data sharing provisions are observed.
- xi. The SIS must comply with the following State and Federal compliance requirements:

- a. State of Maine Reporting Requirements: Link to MEDMS Support MEDMS Data Systems Support | Department of Education .Requirements will always be linked off the Department's Helpdesk webpage and may change annually.
  - b. FERPA: Family Educational Rights and Privacy Act (FERPA website)
  - c. HIPAA: Health Insurance Portability and Accountability Act ([HIPAA])
  - d. 508 Compliance: The system must be compliant with Section 508 of the Rehabilitation Act to ensure accessibility for users with disabilities.
- xii. The SIS must be in compliance with the following education data standards:
- a. CEDS: CEDS is a national collaborative effort to develop voluntary, common data standards for a key set of education data elements to streamline the exchange, comparison, and understanding of data within and across P-20W institutions and sectors. <http://ceds.ed.gov>
  - b. SIF Data Model: Open-Source Data Model for representing and transmitting educational information.
  - c. SIF Infrastructure: Protocol for transmitting educational information
- xiii. The Provider is encouraged to adopt but the SIS is not required to utilize the following data models and standards:
- a. OSC SEDM – Open-Source Community Special Education Data Model
  - b. One Roster – A protocol and format for secure exchange of class roster information between applications

#### **N. Changes in Operations or Architecture**

- i. The Provider must provide the LEAs with at least thirty (30) days' advance written notice of any planned material change to network operations or architecture. No material change may be implemented without prior written approval. A material change includes any significant modification that impacts system performance, increases complexity, reduces service quality, or otherwise affects user operations.

### **IX. DATA MIGRATION AND RETENTION**

A. In the case of new implementation, the current system must support the secure migration of operational data into a new platform, ensuring data integrity, consistency, and accessibility without loss.

- i. Migration processes must include thorough testing, validation, and error checking prior to go-live.
- ii. The system must also provide capabilities for the secure retention and archiving of historical data, ensuring compliance with applicable laws, regulatory requirements, and reporting needs, with reliable retrieval for audit and operational purposes.

### **X. QUALITY ASSURANCE AND ACCEPTANCE**

#### **A. Quality Management**

- i. Provide Quality Management, to ensure that the project satisfies the needs for which it was undertaken.

- ii. Develop a plan for the overall system and user acceptance testing, to include but not be limited to:
- B. Testing: Prior to moving the proposed system to the production environment, test all aspects of the solution.
- i. Test Plan: In cooperation with the LEA, create a test plan. The Test Plan shall:
    - a. Describe the strategy for ensuring that new systems and all interfaces function properly when releasing new versions of any software application;
    - b. Indicates at what point in a new release the LEA will receive access to new versions of software or applications; and
    - c. Ensure all components of the application are tested in a non-production environment, to ensure that the application test responses represent the exact behavior that will be expected of the application in the production environment.
  - ii. Test Execution:
    - a. Schedule and coordinate all testing activities to ensure that each of the tests are prepared for and performed in accordance with the test plan.
    - b. Train LEA personnel as appropriate to participate in the testing effort.
    - c. Unless specified otherwise within the test plan, provide all tools, testing materials, and resources necessary to effectively perform the required tests.
    - d. Certify that the System is fully secure for all work provided under this procurement.
  - iii. Acceptance: System acceptance of the solution will occur following:
    - a. System implementation;
    - b. Demonstration that the System successfully provides all the functionality required by the LEA; and
    - c. The System meets or exceeds the performance standards in the contract.
  - iv. The Provider must obtain a Go/No-Go decision from the district prior to making changes in the production environment.

## **XI. USER TRAINING AND DOCUMENTATION**

- A. **Provider will provide the training and support identified in its Support-Policy SLA (Attachment C), which shall provide at least the following levels of training and support:**
- i. Provide Documentation and Training on Database Schema
  - ii. Provide training on the creation of custom fields and functionality.
  - iii. Provide training on basic application functionality, including annual training and onboarding training to ensure proficient use of the SIS functions available to LEA staff. Annual training shall include training on any new functionality being released.
  - iv. Provide online tutorials to assist users in learning the software.
  - v. User Group: Providers shall offer to host, or agree to attend, periodic meetings of SIS user groups for their users. Attendance is expected to be no less than quarterly.

## XII. CUSTOMER SUPPORT AND MAINTENANCE

### A. Provider will provide the training and support identified in its Support-Policy SLA (Attachment C), which shall provide at least the following levels of training and support, with the exception of support request availability which shall be what is stated in the Support-Policy SLA:

- i. Customer Support Response Time: The Provider must guarantee a response time for technical support requests.
- ii. Critical Priority: Issues classified as critical (e.g., system outages or major disruptions) will have a response time of one hour and a resolution time of four business hours during normal business hours (7:30 AM to 5:30 PM, Monday through Friday, Eastern Time). Requests submitted outside the Provider's operating hours (7:30 AM to 3:30 PM, Monday through Friday, Eastern Time) will be addressed at the start of the next business day.
- iii. High Priority: High-priority issues (e.g., significant functionality loss impacting operations) will have a response time of two business hours and a resolution time of one business day during normal business hours. Requests submitted after 3:30 PM will be addressed the following business day.
- iv. Medium Priority: Medium-priority issues (e.g., minor functionality impairments) will have a response time of four business hours and a resolution time of two business days within normal business hours.
- v. Low Priority: Low-priority issues (e.g., general inquiries or non-urgent requests) will have a response time of one business day and a resolution time of five business days during normal business hours. This framework is intended to ensure alignment with both LEA operating hours and the Provider's availability while setting clear expectations for turnaround times. Please feel free to submit additional information that may be needed especially if variations need to occur based on the method of issue reporting (ie. email, chat, phone etc.)
- vi. Support Hours:
- vii. Customer support for system administrators must be available from at least 6AM to 6PM Eastern Time, Monday through Friday.
- viii. Business Continuity: The Provider is responsible for providing a Disaster Recovery and Business Continuity Plan. The plan should include but not be limited to the following:
  - a. Parameters regarding system "downtime"
  - b. Identified system elements or components impacted and the overall impact to the system functionality.
  - c. Processes for data recovery if necessary
  - d. Communication strategies regarding system status and functionality
- ix. The Provider will be required to perform a full disaster recovery test at least annually, to verify the plan's effectiveness and readiness for any potential disasters.
- x. Availability, Performance, Backup and Recovery:
  - a. The Provider is responsible for system backups. If the system has to be restored, it must be recovered in less than eight (8) hours or Recovery Time Objective (RTO), with no more than twenty-four (24) hours of data loss or Recovery Point Objective (RPO).

- b. Maintain an availability metric of ninety-nine and a half percent (99.5 percent) of uptime in a calendar month, as measured by the number of actual hours available as a percentage of total hours. Expectation of 24/7 availability.
- c. Provide a hosting environment with adequate capacity to always ensure prompt response.
- d. Application performance metrics must meet a maximum 5-second response time under Ethernet connectivity to the client device,
- e. lookup queries must return in less than three (3) seconds,
- f. Data-modification transactions must return in five (5) seconds.

**RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract
- B. Provider Code number assigned when registering as a Provider with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

The Department may withhold a Retainage for project-based services in the following manner:

- i. The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- ii. The Retainage will be held by the Department until the end of the warranty period.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.
- C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is

furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.
- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

**10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

**11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **12. ACCOUNTING, RECORDS, AND AUDIT.**

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
- G. ACCESS TO PUBLIC RECORDS - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information

concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**13. TERMINATION.** The performance of work under this Contract may be terminated by the Department, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

**14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

**15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

**16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Contract; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract, or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the

Provider by any Subcontractor, which may result in litigation related in any way to this Contract , or which may affect the performance of duties under this Contract .

**18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**19. INSURANCE REQUIREMENTS.** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

A. Minimum Coverage

- i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
  - a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
  - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
  - c) Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records), \$1,000,000 and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
    - C.1) Consumer notification, whether or not required by law;
    - C.2) Forensic investigations;
    - C.3) Public relations and crisis management fees; and
    - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

*The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.*

<b>Number of PII Records</b>	<b>Insurance per Occurrence</b>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- ii. Workers’ Compensation and employer’s liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;
- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$0 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

**B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:**

- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

**20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal

authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

**21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions

Rider B-IT Payment and Other Provisions

Rider A Specifications of Work to Be Performed

Rider G Debarment, Performance, and Non-Collusion Certification

Rider H Identification of Country in which contracted work will be performed

ATTACHMENT A: Confidentiality and Non-Disclosure Agreement

ATTACHMENT B: Business Associate Agreement included at Department's Discretion

ATTACHMENT C: Price Sheet

ATTACHMENT D: PowerSchool Main Services Agreement 2024 version

ATTACHMENT E: PowerSchool Student Data Privacy Agreement – Maine

ATTACHMENT F – PowerSchool Product Specific and Pass-Through Terms

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions.

**23. FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

**24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

**25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

**26. AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

**27. DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

**28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

### **30. CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

**31. LIMITATION OF LIABILITY.** The Provider’s liability to the Department, for damages sustained by the Department, as the result of Provider’s default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

### **32. INTERPRETATION OF THE CONTRACT.**

- A. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Contract Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
- B. Titles Not Controlling - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- C. No Rule of Construction - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

**33. PERIOD OF WORK.** Work under this Contract shall begin no sooner than the date on which this Contract has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Contract shall expire on the date set out on the first page of this Contract, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Contract, including performance of any warranty and/or maintenance Contracts, whichever is the later date.

**34. NOTICES.** All notices under this Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**35. ADVERTISING AND PUBLICATIONS.** The Provider shall not publish any statement, news release, or advertisement pertaining to this Contract without the prior written approval of the Contract Administrator. Should this Contract be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

### **36. LOBBYING.**

- A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of

Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

- B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

- C. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

### **37. PROVIDER PERSONNEL.**

- A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
- C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
- D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

- E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

### **38. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.**

- A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**39. PRODUCT WARRANTY.** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

**40. COVER.** If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

### **41. OWNERSHIP.**

- A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

- B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**42. CUSTOM SOFTWARE.** For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

- A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.
- B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**43. OFF-THE-SHELF (OTS) SOFTWARE.** For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply.

- A. This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.
- B. This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
- C. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**44. SOFTWARE AS SERVICE.** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
- B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
  - i. The Provider has failed to carry out its obligations set forth in this Contract; or
  - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
  - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
  - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
  - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
- C. The Provider is responsible for all fees to be paid to the Escrow Agent.
- D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

**45. PRICE PROTECTION.**

- A. The Provider shall ensure that all prices, terms, and warranties included in this Contract are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Contract, the Provider enters into Contract(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.
- B. If Federal funding is used for the acquisition of products and/or services under this Contract, interest cannot be paid under any installment purchase or lease-purchase Contract entered into as a part of this Contract.

- 46. IRREVOCABLE LETTER OF CREDIT.** In order to assure the Provider's faithful adherence to the terms and conditions of this Contract, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, in the entire Contract amount. In lieu of this requirement, the Department will accept a commitment letter from a recognized financial institution or investment fund stating that the Provider has sufficient capital to fund the obligations, and has legally committed such capital to fund the obligations, in accordance with this Contract. The letter of credit, or the equivalent commitment letter, shall specifically refer to this Contract, and shall bind the parties to all the terms and conditions of this Contract. The Provider shall have fifteen (15) calendar days from the date of execution of this Contract to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Contract without liability.
- 47. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

**RIDER C: EXCEPTIONS TO RIDER B-IT****Rider B-IT Item # 1 – INVOICES AND PAYMENTS is amended to read as follows:**

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract
- B. Provider Code number assigned when registering as a Provider with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

~~The Department may withhold a Retainage for project-based services in the following manner:~~

- ~~i. The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.~~
- ~~ii. The Retainage will be held by the Department until the end of the warranty period.~~

**Rider B-IT Item # 12 – ACCOUNTING, RECORDS, AND AUDIT is amended to read as follows:****12. ACCOUNTING, RECORDS, AND AUDIT.**

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- ~~F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably~~
- G. ACCESS TO PUBLIC RECORDS - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**Rider B-IT Item # 13 – TERMINATION is amended to read as follows:**

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department ~~whenever~~ for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department, provided that such termination shall be effective at the end of the then-current subscription year. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the

effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

**Rider B-IT Item #24 – SET-OFF RIGHTS is struck in full:**

~~**24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.~~

**Rider B-IT Item #30 - CONFIDENTIALITY is amended to read as follows:**

**30. CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), Title 1 M.R.S. §400 et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information obtained by the Provider on behalf of the participating SAUs given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA or De-identified Data as that term is defined in the PowerSchool 2024 Main Services Agreement.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

**Rider B-IT Item #31 – LIMITATION OF LIABILITY is amended to read as follows:**

**31. LIMITATION OF LIABILITY.** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be ~~the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the Annual Contract value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.~~

~~For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.~~

~~Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.~~

**Rider B-IT Item #37 – PROVIDER PERSONNEL is struck in full:****37. PROVIDER PERSONNEL.**

- ~~A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.~~
- ~~B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.~~
- ~~C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.~~
- ~~D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.~~
- ~~E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.~~

**Rider B-IT Item #38 – PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS is amended to read as follows:**

**38. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.**

- A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- B. The Provider may not publish or copyright any data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer (“Customer Data”) without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such Customer Data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**Rider B-IT Item #39 – PRODUCT WARRANTY is amended to read as follows:**

**39. PRODUCT WARRANTY.** ~~The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.~~ Provider warrants that the Provider Software included in the Services will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Department notifies Provider in writing of a breach of this warranty, Provider will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Department, or (b) if Provider determines such remedy to be impracticable, issue Department a credit of a portion of the fees pre-paid by Department for the nonconforming Subscription Service that fairly reflects (at Provider’s reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Department’s sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Department makes a claim within thirty (30) days of the date on which Department first noticed the non-conformity, or (ii) if the nonconformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

**Rider B-IT Item #40 – COVER is struck in full:**

**40. COVER.** ~~If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary~~

~~to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.~~

**Rider B-IT Item #41 – OWNERSHIP is amended to read as follows:**

**41. OWNERSHIP.**

- ~~A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.~~
- ~~B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.~~

**4. PROPRIETARY RIGHTS**

**4.1 PowerSchool Services and Software.** PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

**4.2 Transaction Data.** Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely for internal research and to develop, improve, support, and operate its products and services during and after the Term.

**4.3 De-Identified Data.** Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

**4.4 Feedback.** If Customer or any User provides PowerSchool with any suggestions, comments, enhancement requests, or other feedback relating to the PowerSchool Services or any other PowerSchool's products or services (collectively, "Feedback"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

**4.5 PowerSchool Trademarks.** PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

**4.6 No Use of Trademarks.** Except as set forth below, neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party).

**4.7 Marketing.** Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to legalnotices@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any 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.

**Rider B-IT Item #42 – CUSTOM SOFTWARE is struck in full:**

~~**42. CUSTOM SOFTWARE.** For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:~~

~~A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.~~

~~B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.~~

**Rider B-IT Item #44 – SOFTWARE AS A SERVICE is struck in full:**

~~**44. SOFTWARE AS SERVICE.** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:~~

~~A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must~~

~~provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.~~

~~B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:~~

- ~~i. The Provider has failed to carry out its obligations set forth in this Contract; or~~
- ~~ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or~~
- ~~iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or~~
- ~~iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or~~
- ~~v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.~~

~~C. The Provider is responsible for all fees to be paid to the Escrow Agent.~~

~~D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.~~

**Rider B-IT Item #45 – PRICE PROTECTION is struck in full:**

**45. PRICE PROTECTION.**

- ~~A. The Provider shall ensure that all prices, terms, and warranties included in this Contract are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Contract, the Provider enters into Contract(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.~~
- ~~B. If Federal funding is used for the acquisition of products and/or services under this Contract, interest cannot be paid under any installment purchase or lease-purchase Contract entered into as a part of this Contract.~~

**Rider B-IT Item #46 – IRREVOCABLE LETTER OF CREDIT is struck in full:**

**46. IRREVOCABLE LETTER OF CREDIT.** ~~In order to assure the Provider's faithful adherence to the terms and conditions of this Contract, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, in the entire Contract amount. In lieu of this requirement, the Department will accept a commitment letter from a~~

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~~recognized financial institution or investment fund stating that the Provider has sufficient capital to fund the obligations, and has legally committed such capital to fund the obligations, in accordance with this Contract. The letter of credit, or the equivalent commitment letter, shall specifically refer to this Contract, and shall bind the parties to all the terms and conditions of this Contract. The Provider shall have fifteen (15) calendar days from the date of execution of this Contract to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Contract without liability.~~


**RIDER G: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION**

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Initial  
JA

Name: JON SCRIMSHAW	Title: Chief Accounting Officer
Authorized Signature: DocuSigned by:  395DA8394ED2418...	Date: 12/5/2025

**RIDER H: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

**ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

RFP / CONTRACT #: 25070100000000000003

**THIS AGREEMENT** is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and PowerSchool Group, LLC having a principal place of business at 150 Parkshore Drive, Folsom, CA 95630 (“Provider”), and the participating LEA’s, in relation to services and/or products to be provided by the Provider pursuant to 25070100000000000003 (“Contract”) as of July 1, 2025 (“Effective Date”).

## 1. Definitions

### A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

### B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Provider or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

### C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Provider, or which Provider obtains, discovers, derives or otherwise becomes aware of as a result of Provider’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Provider’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Provider can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Provider on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Provider, generally known in the relevant industry or in the public domain;
- (c) information that is independently developed by Provider without the use of Confidential



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Information; and

(d) information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual (“De-identified Data”).

At all times the State shall be the owner of any and all Confidential Information.

#### D. Services

“Services” is defined as the services to be performed by the Provider in connection with the operation or management of the Contract.

#### E. Provider

“Provider” is defined to include the Provider and the Provider’s respective employees, agents and subcontractors assigned by Provider and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

### 2. Duty to Protect Confidential Information; Reporting Requirements

In consideration for the ability to perform the Services, the Provider shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Provider must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with industry standards, which shall include at a minimum ISO 27001 and SOC 2, type 2 Services Criteria for Security, Availability, and Confidentiality. In addition, the Provider must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Provider may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Provider may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Provider shall be responsible for any breach of this Agreement by any of the Provider’s Representatives or advisors.

The Provider shall promptly report any activities by any individual or entity that the Provider suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Provider shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

### 3. Discovery and Notification of Breach of Confidential Information

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or reasonably suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Provider shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within forty-eight (48) hours of the confirmation of, or reasonably suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Provider shall provide a written report of all information known at the time. The Provider shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

#### **4. Written Report**

In addition to the report required above, the Provider shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or reasonably suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

#### **5. Notification to individuals.**

The Provider shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

#### **6. Use Restriction**

Provider shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Provider shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

#### **7. Security Obligations**

The Provider agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Provider agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;



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OFFICE OF INFORMATION TECHNOLOGY (OIT)

- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Provider shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Provider shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets that have been provided to Provider in advance;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Provider's employees, agents and subcontractors who will be on site to perform services when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Provider;
- G. Provider shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Provider shall use only those access rights granted by OIT.

**8. Certification by Provider of Return of Confidential Information, Electronic Information and Tangible Property**

Promptly following the written request of OIT, and immediately upon termination of the Services, the Provider shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Provider possesses in a format that cannot be returned. Further, Provider agrees to submit to OIT on Provider's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

**9. Termination**

Provider's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Provider's Services, or, (c) termination of Provider's Contract, whichever occurs first. Provider's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

**10. Compliance**

If Provider breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Provider acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Provider shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Provider, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential



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Information, including but not limited to, paying the State any costs of, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Provider agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

**PowerSchool Group, LLC**

**State of Maine /Office of Information Technology:**

Initial: tl  
DocuSigned by:  
By: JON SCRIMSHAW  
395DA0394EB2416...

Signed by:  
By: Charles Rote  
03723CD31622492...

Printed: JON SCRIMSHAW

Printed: Charles X. Rote

Title: Chief Accounting Officer

Title: Acting CISO

Date: 12/5/2025

Date: 12/8/2025

**APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION,  
ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY PROVIDER PURSUANT  
TO PROVIDER CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED \_**

Pursuant to the Provider Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and \_\_\_\_\_ (“Provider”) dated \_\_\_\_\_, Provider acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Provider’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

\_\_\_\_\_

Description of *returned* Confidential Information, electronic information or tangible property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of *destroyed* Confidential Information, electronic information or tangible property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Provider Name

\_\_\_\_\_  
Date

**ATTACHMENT B: PRICE SHEET**

Maine State Department of Education PowerSchool SIS Hosted

Maine State Department of Education PowerSchool SIS Hosted

<b>Hosted</b>	<b>0-499</b>	<b>500-999</b>	<b>1000-199</b>	<b>2000-3999</b>	<b>4000+</b>
PowerSchool SIS Hosted Subscription <b>(existing)</b>		\$6.50	\$6.50	\$6.50	\$6.50
PowerSchool SIS Maintenance and Support		Included	Included	Included	Included
PowerSchool SIS Hosting SSL Certificate		\$400	\$400	\$400	\$400
<b>Total Rate Per Student</b>	<b>\$3,250 minimum</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>
PowerSchool SIS Hosted Subscription <b>(NEW)</b>		\$6.50	\$6.50	\$6.50	\$6.50
PowerSchool SIS Maintenance and Support		Included	Included	Included	Included
PowerSchool SIS Hosting SSL Certificate		\$400	\$400	\$400	\$400
<b>Total Rate Per Student</b>	<b>\$3,500 minimum</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>	<b>\$6.50 + \$400 (SSL Cert)</b>
SIS Hosting Test Bed Annual	Up to 9,999 students \$1,600 plus \$400 SSL Cert / 10,000-24,999 students \$3,200 plus \$400 SSL / Over 25,000 students \$6,400 plus \$400 SSL				
SIS State Data Validation	\$1.20/student	\$1.20/student	\$1.20/student	\$1.20/student	\$1.20/student
PD+	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student

**Maine State Department of Education PowerSchool SIS OnPrem**

<b>OnPrem</b>	<b>0-499</b>	<b>500-999</b>	<b>1000-1999</b>	<b>2000-3999</b>	<b>4000+</b>
PowerSchool SIS EMS ( <b>existing</b> )		\$6.50	\$6.50	\$6.50	\$6.50
PowerSchool SIS Maintenance and Support		Included	Included	Included	Included
Total Rate Per Student	\$3,250 minimum	\$6.50	\$6.50	\$6.50	\$6.50
PowerSchool SIS EMS ( <b>NEW</b> )		\$6.50	\$6.50	\$6.50	\$6.50
PowerSchool SIS Maintenance and Support		Included	Included	Included	Included
Total Rate Per Student	\$3,500 minimum	\$6.50	\$6.50	\$6.50	\$6.50
Test Instance (OnPrem)	\$2810/year	\$2810/year	\$2810/year	\$2810/year	\$2810/year
SIS State Data Validation	\$1.20/student	\$1.20/student	\$1.20/student	\$1.20/student	\$1.20/student
PD+	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student	\$1685 Min. + \$0.70/Student

**4% annual uplift for a three-year term, with an option to extend for an additional two years**

**ATTACHMENT C: POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT****POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT**

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

1.1 “**Availability**” has the meaning set forth in Section 5.4 (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 applicable SaaS Subscription Service is unavailable to all of Customer’s Users.

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

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 applicable SaaS Subscription Service.

1.6 “**Errors**” means a reproducible failure of the applicable Subscription Service to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service 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 the applicable Subscription Service, the Documentation, or both.

1.7 “**Fix**” means a patch, service pack or corrective update of the applicable Subscription Service 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 the Subscription Service 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 applicable Subscription Service 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 applicable Subscription Service 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 the applicable Subscription Service issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to the Subscription Service that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers who have a current Support Services subscription to such Subscription Service.

**1.10 “Resolution Time”** means the time it takes for PowerSchool to restore access and/or functionality to the applicable 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 “SaaS Subscription Service”** means a Subscription Service hosted by or on behalf of PowerSchool for Customer.

**1.14 “Scheduled Maintenance”** means planned downtime in or unavailability of the applicable Subscription Service for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

**1.15 “Support Services”** has the meaning set forth in the PowerSchool Main Services Agreement (2024 version) and as further described in Section 3.1 (Support) below that will be provided hereunder with respect to the applicable Subscription Service.

**1.16 “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.

**1.17 “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 the applicable Subscription Service.

**1.18 “User”** has the meaning set forth in the PowerSchool Main Services Agreement (2024 version).

**2. Support Term; Fees.** Except as set forth in Section 3.2 (Custom Programs), Support Services are provided as part of Customer’s purchased SaaS Subscription Service(s) listed on the Quote. Support Services with Customer’s Subscription Service(s) will continue for the duration of the Subscription Term for the applicable Subscription Service(s). Support Services for the on-premise Subscription Service will begin upon shipment (FOB PowerSchool’s place of shipment) of the PowerSchool Software (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download the applicable PowerSchool Software or launch date when access to the on-premise Subscription Service is provided).

**3. Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool, will provide Support Services for the Subscription Services. The scope of Support Services will be as follows:

**3.1 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 applicable Subscription Service; 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).

**32 Custom Programs.** 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 the standard Support Services. In addition, to the extent that the applicable Subscription Service 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.

**4. Support Service Level Agreement**

**41 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 the PowerSchool Support Portal.

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

\*\* PowerSchool Support reserves the right to change phone support coverage hours based on operational needs with 30-day prior written notification to Customer (via email or through the PowerSchool Support Portal).

**42 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 PowerSchool Support Portal 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	<p>This priority is for issues with significant impact causing functional limitations. Use this priority when:</p> <ul style="list-style-type: none"> <li>• backup issues, submission deadlines that cannot be met, etc.)</li> <li>• a portion of the system is down or inaccessible for all Users</li> <li>• the system is up but performance is hindering functionality</li> <li>• For Connected Intelligence product only: data replication failures, partial data replication, data latency issues and network disruption that are unresolved for more than 4 hours</li> </ul>	4 Business Hours
P2	<p>Use this priority when the applicable Subscription Service is fully operational but is experiencing:</p> <ul style="list-style-type: none"> <li>• a display issue (e.g., a page not rendering correctly causing functionality issues)</li> <li>• 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)</li> <li>• unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal</li> <li>• account management needs</li> <li>• suspected development escalation ticket</li> <li>• For Connected Intelligence product only: data replication failures or partial data replication issues that are unresolved for less than 4 hours</li> </ul>	8 Business Hours
P3	<p>This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is:</p> <ul style="list-style-type: none"> <li>• display issues, such as a page not rendering correctly - however functionality still exists.</li> <li>• a non-production server/system</li> <li>• a misspelled word on a PowerSchool page</li> <li>• other issues not impeding successful use of Customer's production instance</li> <li>• For Connected Intelligence product only: Customer request(s) for changes to configuration</li> </ul>	2 Business days

**43 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 Customer's operations and level of resolution by the PowerSchool support team.

**44 Support Exclusions.** PowerSchool will make every effort to solve critical and high severity errors reported by Customer within a reasonable time frame and to the reasonable satisfaction of Customer. PowerSchool will not provide support (and Support Services will not include) the scenarios specified below:

- Customer or local education agency computer hardware and networking issues;
- any systems, programs or interfaces not developed and supplied by PowerSchool;
- for fee offerings from PowerSchool Professional Services such as project management, training, workshops;
- migration of data from a non-PowerSchool supported product or service into a PowerSchool Subscription Service. New customers may need to contact their implementation project manager;
- work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Support Portal for help on such items;
- undocumented Data Access Tags (DAT) codes, for the latest version of the Subscription Service.
- Open Database Connectivity (ODBC) complex queries or connections not covered in the PowerSchool Support Portal documentation;
- beta releases for which such issues must be sent through the beta participant process communicated when Customer was invited to that program;
- Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the PowerSchool Support Portal knowledgebase documentation;
- building of reports via APEX or Enterprise Reporting;
- no code level support for application programming interface (API) / APEX API web developments/ single sign on (SSO) (SAML);
- SQL statements not provided by the applicable PowerSchool Software development organization;
- network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer's local network environment;
- User activity that adversely impacts application data, except for performing full database restore operations when requested;
- the performance impact of Customer's third-party application access to hosted application data;
- support for Third-Party Software and third-party applications; or
- 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 applicable Subscription Service other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the applicable Subscription Services by Customer or any third party. If PowerSchool provides Support Services that are determined by PowerSchool to be caused by Customer's or third party's actions, unauthorized use, or system changes, then PowerSchool may invoice Customer for the fees and expenses for such Support Services, and Customer shall pay such invoice in accordance with the terms of the Agreement.

**5. Hosting Service Level Agreement.** To the extent that Customer purchases a SaaS Subscription Service, the following sections provide general information for the SaaS Subscription Service applicable to the PowerSchool Software that is hosted by or on behalf of PowerSchool for Customer. For clarity, the following sections and any hosting service level commitments do not apply to customers who host their own instances of the PowerSchool Software.

**5.1 Backup and Recovery.** The SaaS Subscription Services include 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. Either point-in-time or full database backups are performed to achieve recovery target as indicated in Section 5.2 (Disaster Recovery).

**5.2 Disaster Recovery.** Disaster recovery and data continuity plans exist for all PowerSchool's 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 as required by infrastructure changes. PowerSchool's recovery time objective ("RTO") is forty-eight (48) hours. The 48-hour RTO means that within forty- eight (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 twenty-four (24) hours prior to the time the first transaction is lost or from the time the SaaS Subscription Service became unavailable.

**5.3 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:

<b>Performance Degradation</b>	<b>Details</b>
Condition	The SaaS Subscription Service 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.

**5.4 Availability Targets.** PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription Service is available for Customer to access ("**Availability**") at a level of 99.9% per calendar month, excluding Downtime Exclusions pursuant to Section 5.5 (Downtime Exclusions) below. Downtime tracking will be measured on a 24/7/365 basis.

- a. 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

- b. Availability of the applicable SaaS Subscription Service on a calendar month is calculated as follows: 
$$\frac{(\text{Total Service Minutes} - \text{Total Downtime Minutes})}{(\text{Total Service Minutes per calendar month})} \times 100$$

“**Total Downtime Minutes**” means the sum of the minutes for all Downtime for a specific SaaS Subscription Service within a single calendar month, excluding any Downtime Exclusions. “**Total Service Minutes**” means the total number of minutes in a given calendar month (based on 60 minutes per hour, 24 hours per day, for each day within a calendar month). If Customer has been accessing the applicable SaaS Subscription for less than a full calendar month, then the days within such calendar month prior to access of the applicable SaaS Subscription Service will be deemed to have had 100% Availability. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. 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 the Availability for the particular SaaS Subscription Service requested for the applicable month.

**5.5 Downtime Exclusions.** The following are considered “**Downtime Exclusions**” and shall not be calculated as Downtime for the purposes of measuring Availability as set forth in Section 5.4 (Availability Targets):

- a. Scheduled Maintenance,
- b. scheduled Downtime,
- c. Emergency Maintenance,
- d. Performance degradation pursuant to Section 5.3 (Performance Degradation),
- 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’s Users or 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 Customer’s voluntary action to restart the SaaS Subscription Service (e.g., if Customer restarts the Student Information System (SIS) SaaS Subscription Service causing an outage),
- i. unavailability as a result of failure of the Customer’s or User’s network infrastructure,
- j. unavailability as a result of failure of the Customer’s or User’s connection to the

internet, and

- k. 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.

## ATTACHMENT D: MAIN SERVICES AGREEMENT 2024 VERSION

### MAIN SERVICES AGREEMENT

#### 2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the “**Agreement**”, as may be amended from time to time. The Quotes and SOWs, including any addenda and supplements thereto, may be individually referred to as an “**Ordering Document**” or collectively referred to as the “**Ordering Documents**”.

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“**PowerSchool**”) and Customer identified below and governs Customer’s access and use of Services. This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement (or if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the “**Effective Date**”). Each PowerSchool and Customer is individually referred to as a “**Party**” and collectively as the “**Parties**”.

#### 1. DEFINITIONS.

**1.1. “Account Country”** is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer’s account, then Customer’s Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer’s Account Country is the country where the Customer billing address is located.

**1.2. “Customer”** means the school, school district, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

**1.3. “Customer Data”** means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

**1.4. “De-identified Data”** means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

**1.5. “Documentation”** means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

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

**1.7. “Intellectual Property Rights”** means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

**1.8. “Licensed Applications”** means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

**1.9. “Licensed Site(s)”** means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

**1.10. “Personal Data”** means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

**1.11. “PowerSchool Contracting Entity”** means the entity identified in the table below, based on Customer’s Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Any other country that is not Canada, the United States, India, or UAE <sup>1</sup>	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

**1.12. "PowerSchool Software"** means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

**1.13. "Professional Services"** means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

**1.14. "Quote"** means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

**1.15. "Services"** means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

**1.16. "Statement of Work" or "SOW"** means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

**1.17. "Subscription Services"** means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

**1.18. "Subscription Term"** has the meaning set forth in Section 13.2 (Subscription Term).

**1.19. "Support Services"** means the maintenance and support for the Subscription Services or as purchased by Customer, as described in PowerSchool's standard support policy, Attachment C.

**1.20. "Term"** has the meaning set forth in Section 13.1 (Agreement Term).

**1.21. "Third-Party Software"** means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

**1.22. "Trademarks"** means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

**1.23. "Transaction Data"** means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

**1.24. "User(s)"** means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

## 2. PROVISION OF SERVICES AND RESTRICTIONS.

<sup>1</sup> PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.

**2.1 Subscription Services.** If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth in Attachment C. (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the Subscription Services.

**2.2 Professional Services.** If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy set forth in Attachment C, [https://www.powerschool.com/Professional-Services-Policy\\_2024/](https://www.powerschool.com/Professional-Services-Policy_2024/), which is incorporated herein by reference.

**2.3 Restrictions.** Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.3.1** Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

**2.3.2** Customer will not, and will not permit Users or third parties to: (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) 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.

**2.3.3** Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

**2.3.4** Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

**2.3.5** PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the Services upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

**2.4 Updates to Subscription Services.** During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

**2.5 Sustaining Application Planning Program (SAP).** PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. 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 discontinued. Such credit can be applied towards the future purchase of a Service

within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

**2.6 Background Checks.** PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

### 3. CUSTOMER DATA.

**3.1 Rights in Customer Data.** As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.

**3.2 Consent to Use Customer Data.** Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

**3.3 Data Privacy and Security.** By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth in Attachment E, [https://www.powerschool.com/Customer-State-DPA\\_2024/](https://www.powerschool.com/Customer-State-DPA_2024/) for the Customer's applicable state ("**PowerSchool State DPA**"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("**Negotiated DPA**"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement.

**3.4 Security Training.** Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

### 4. PROPRIETARY RIGHTS

**4.1 PowerSchool Services and Software.** PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

**4.2 Transaction Data.** Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely for internal research and to develop, improve, support, and operate its products and services during and after the Term.

**4.3 De-Identified Data.** Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

**4.4 Feedback.** If Customer or any User provides PowerSchool with any suggestions, comments,

enhancement requests, or other feedback relating to the PowerSchool Services or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

**4.5 PowerSchool Trademarks.** PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

**4.6 No Use of Trademarks.** Except as set forth below, neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party).

**4.7 Marketing.** Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to [champions@powerschool.com](mailto:champions@powerschool.com) with a copy to [legalnotices@powerschool.com](mailto:legalnotices@powerschool.com), and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any 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.

## 5. CONFIDENTIALITY.

**5.1 Confidential Information.** Each Party (as may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. 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 terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

**5.2 Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

**5.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**5.4 Public Record Act.** Notwithstanding anything herein to the contrary, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably 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; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

## **6. FEES AND PAYMENT.**

**6.1 Fees.** Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any Quote or invoice will be in the currency set forth in the applicable Quote.

**6.2 Enrollment Increases.** If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.

**6.3 Payment.** Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

**6.4 Payment Disputes.** If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) 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. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, 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.

**6.5 No Deductions or Setoffs.** Subject to Customer's right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

## **7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.**

**7.1 Licensed Applications.** If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified in Attachment F, [https://www.powerschool.com/Product-Specific-Terms\\_2024/](https://www.powerschool.com/Product-Specific-Terms_2024/), which terms are incorporated herein by reference and are required by PowerSchool's licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.

**7.2 Third-Party Software.** Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Third-Party Software.

**7.3 Product-Specific Terms.** Certain Services may be subject to additional product-specific terms identified at [https://www.powerschool.com/Product-Specific-Terms\\_2024/](https://www.powerschool.com/Product-Specific-Terms_2024/), which are incorporated herein by reference.

## **8. LIMITED WARRANTY.**

PowerSchool warrants that the PowerSchool Software included in the Services will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

**9. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), THE SERVICES, POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER 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 DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

#### **10. INDEMNIFICATION.**

**10.1 PowerSchool Indemnity.** PowerSchool will defend Customer and its board members, officers, staff, employees and representatives ("**Customer Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a "**Claim Against Customer**"): (i) alleging any Service, when used as authorized under this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

**10.1.1 Mitigation.** If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; or if (i) or (ii) is 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 fees prepaid by Customer for the applicable Services.

**10.1.2 Exclusions.** The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

**10.2 Indemnification by Customer.** To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "**Claim Against PowerSchool**") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a

settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

**10.3 Procedure.** The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "**Claim**"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**10.4 Sole and Exclusive Remedy.** THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

## **11. LIMITATION OF LIABILITY.**

**11.1 EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**11.2 CAP ON MONETARY LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**11.3 EXCEPTIONS.** THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

**12. INSURANCE.** Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law. PowerSchool's current certificate of insurance ("**COI**") is found at <https://www.powerschool.com/Certificate of Insurance 2024/>, which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

## **13. TERM AND TERMINATION**

**13.1 Agreement Term.** This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of this Agreement (the "**Term**").

**13.2 Subscription Term.** The subscription term of each Subscription Service (the "**Subscription Term**") will be as specified in the applicable Quote. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date

of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to [nonrenewal@powerschool.com](mailto:nonrenewal@powerschool.com). Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

**13.3 Suspension.** If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (c) Customer is notified 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.

**13.4 Termination for Breach.** A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**13.5 Termination for Non-Appropriation for Governmental Entities Only.** The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

**13.6 Mutual Termination.** The Parties may terminate this Agreement by mutual written agreement.

**13.7 No Other Termination Right.** Except as expressly set forth in this Agreement, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

**13.8 Effect of Termination.** In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Product-Specific and Pass-Through Terms), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

**13.9 Return or Disposal of Customer Data.** Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

## 14. GENERAL PROVISIONS

**14.1 Governing Law.** This Agreement will be governed by the laws of the country, territory, province, or

**STATE OF MAINE | IT MASTER AGREEMENT**

state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

**14.2 Venue.** The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

**14.3 Amendment.** This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

**14.4 Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, 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, or tsunamis.

**14.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**14.6 No Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**14.7 Notices.** All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC, Attn:  
Chief Legal Officer 150 Parkshore  
Drive,  
Folsom, CA 95630  
[legalnotices@powerschool.com](mailto:legalnotices@powerschool.com)**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

**14.8 Assignment.** 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 PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any entity 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.

**14.9 No Reliance.** Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent.

**14.10 Export Compliance.** Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

**14.11 Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**14.12 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**14.13 Entire Agreement; Order of Precedence.** This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties

agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. 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 (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**14.14 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**14.15 Counterparts.** This Agreement may be executed electronically and in counterparts.

**ATTACHMENT E: POWERSCHOOL STUDENT DATA PRIVACY AGREEMENT - MAINE**

Standard Student Data Privacy Agreement Aug. 18, 2025

[https://sdpc.a4l.org/agreements/2025-08-18\\_1559\\_4486\\_signed\\_agreement\\_file.pdf](https://sdpc.a4l.org/agreements/2025-08-18_1559_4486_signed_agreement_file.pdf)

[2025-08-18\\_1559\\_4486\\_signed\\_agreement\\_file.pdf](#)

## ATTACHMENT F: POWERSCHOOL PRODUCT SPECIFIC AND PASS-THROUGH TERMS

### PRODUCT SPECIFIC AND PASS-THROUGH TERMS

Certain of the Subscription Services include Licensed Applications licensed by PowerSchool's licensors, who require PowerSchool to pass through these terms to its customers without any modification and have the right to audit PowerSchool's compliance to this requirement. This document contains such pass-through terms and conditions, which do not apply to all the Services in general. Additionally, certain of the Services may be subject to additional terms specific to such Services and only apply if Customer licenses those specified Services.

### ACCESSIBILITY

1. **Accessibility.** PowerSchool is committed to supporting accessibility, as declared in its public statement on accessibility (See [PowerSchool Product Accessibility Statement | PowerSchool](#)). PowerSchool agrees and certifies that all web-accessible content, services, and applications provided under this Agreement to the district, school, board, its staff, students, and parents are accessible to the extent reported on in the applicable Voluntary Product Accessibility Template (VPAT) for the licensed service. Such VPATs are available via a secure platform. If there are any gaps in accessibility reported in the VPAT, PowerSchool further agrees to document timeline for its product and engineering teams to address such gaps, making that confidential timeline available to the Customer upon written request. To the extent the Customer is required to provide accommodations under the Americans with Disabilities Act (ADA), PowerSchool will ensure that its systems and services conform, at a minimum, to all applicable laws, regulations, and guidance, including the ADA, Section 504 of the Rehabilitation Act of 1973, and WCAG 2.1 Level AA. PowerSchool will continue to have its services evaluated to the framework and guidelines of the Web Content Accessibility Guidelines (WCAG) 2.2, Level AA or higher. However, PowerSchool shall not be responsible for compliance issues arising from any portion of the system or content developed or provided by the Customer.

### PASS-THROUGH TERMS RELATING TO LICENSED APPLICATIONS.

1. **Oracle.** The following terms are applicable to a certain Licensed Application known as Oracle Database Enterprise Edition (the "**Oracle Software**") from Oracle USA, Inc. ("**Oracle**"):
  - a) Oracle Database Enterprise Edition (Oracle Software) is subject to a restricted license for use only with PowerSchool Subscription Services.
  - b) Oracle has no liability for any damages arising from the use of Subscription Services or Oracle Software.
  - c) Customer may not (1) publish benchmark test results for Oracle Software, (2) use Oracle Software for external services (e.g., rental, hosting), (3) modify Oracle Software markings or proprietary notices, or (4) reverse engineer, disassemble, or decompile Oracle Software.
  - d) PowerSchool or its designee may audit Customer's use of Oracle Software and report results to Oracle.
  - e) Notwithstanding anything to the contrary, Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.
  - f) Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement. Under PowerSchool's Oracle License, PowerSchool is obligated to promptly inform Oracle if PowerSchool becomes aware of any breach of any of the above Oracle terms, which obligation shall hereby pass through to Customer.
2. **GPL Software.** Certain Licensed Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("**GPL**"). Customer can obtain source code for GPL software upon written request to PowerSchool (media/handling fees may apply). GPL software is provided AS IS, without any warranties.
3. **Illuminate (for item bank).** The following terms are applicable to a certain Licensed Application known as Illuminate (the "**Illuminate Software**") provided by Illuminate Education, Inc. ("**Illuminate**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Illuminate Software):

- a) Customer has a non-exclusive, non-transferable license to use Illuminate assessment items (“**Illuminate Content**”) within the state in which Customer is located for formative student assessments only.
  - b) Customer is strictly prohibited from using or promoting any items in the Illuminate Content as high stakes assessments.
  - c) Illuminate retains all intellectual property rights to Illuminate Content.
  - d) Customer's license terminates upon the earlier of: (i) termination of the Customer PowerSchool Agreement or (ii) termination of PowerSchool's Illuminate distribution rights.
  - e) Illuminate reserves the right to modify or delete Illuminate Content items.
  - f) Illuminate may request assessment data (which may include a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content) from PowerSchool (complying with applicable privacy laws and regulations).
  - g) ILLUMINATE MAKES NO WARRANTIES WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES ABOUT THE VALIDITY, FAIRNESS, OR QUALITY OF CUSTOMER-CREATED ASSESSMENTS USING ILLUMINATE CONTENT. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE SUBSCRIPTION SERVICES.
  - h) ILLUMINATE HAS NO LIABILITY UNDER THE CUSTOMER-POWERSCHOOL AGREEMENT. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE FOR DAMAGES EXCEEDING FEES PAID TO ILLUMINATE BY POWERSCHOOL ON BEHALF OF CUSTOMER IN THE PRECEDING 12 MONTHS PRECEDING SUCH CLAIM.
4. **Services that Include Cognos.** If Customer purchases Subscription Services that include a Licensed Application identified under the name “Cognos” in the Customer’s Quote (“**Cognos Component Systems**”), the following terms apply:
- a) International Business Machines Corp. (“**Cognos**”) owns the Cognos Component Systems.
  - b) Restrictions on Use of Cognos Component Systems.
    - i. Customer can only use the software in object code form, and only with PowerSchool software. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer.
    - ii. Cognos is not liable for damages caused by Customer’s use of the Cognos Component Systems.
    - iii. Notwithstanding anything to the contrary, Cognos is a third-party beneficiary of this Agreement.
    - iv. Usage is limited by the number of users, functions, and systems specified in the quote.
    - v. Data extraction, analysis, and reporting are allowed only with specific components as defined in the quote.
  - c) Warranty.
    - i. Cognos offers a 30-day warranty for functionality and media quality.
    - ii. Customer’s sole remedy for warranty breaches is repair, replacement, or refund (at Cognos’ discretion).
5. **Services that Include YouTube™.** The following terms are applicable to Customer’s use of YouTube within each listed Subscription Service below.
- a) Within PowerBuddy™. Any video output a User receives while interacting with PowerBuddy is sourced from YouTube, and the User’s use of the video is governed by the [YouTube’s Terms of Service](#) and [Google’s Privacy Policy](#). The video output is based on the description of the assignment from the instructor and the User’s subsequent prompts into PowerBuddy. No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within PowerBuddy is governed by the Main Services Agreement between Customer and PowerSchool.
  - b) Within Schoology. Video content from YouTube may be selected by instructors and assigned to students within Customer’s Schoology instance. YouTube is only enabled within Schoology when Customer adds YouTube via the APIClient, and agrees to be bound by [YouTube’s Terms of Service](#) and [Google’s Privacy Policy](#). No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within Schoology is governed by the Main Services Agreement between Customer and PowerSchool.
6. **Services that Include Acquia/Monsido.** The following terms are applicable to a certain Licensed Application known as Monsido, from the provider Acquia (the “**Acquia Software**” “**Services**”) (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Acquia Software):
- a) Responsibilities. Customer shall (i) access and use the Acquia Software in accordance with this Agreement, applicable laws and government regulations and Acquia’s [Acceptable Use Policy](#)

incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Acquia Software, and notify Acquia promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Licensed Application.

- b) **Customer Data.** Customer has and shall maintain all rights as are required to allow Acquia to provide the Services to Customer as set forth in this Agreement, including without limitation to send the customer data relevant to the Services to Acquia pursuant to this Agreement and to allow Acquia to access, use, and store such customer data to provide the Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Acquia Software and shall make Acquia aware of any customer data processed, stored, or transmitted through the Services. If, in the course of providing Services, Acquia agrees in writing to process such customer data and Customer has subscribed to any applicable Services, Acquia shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Acquia is subject as a service provider.
- c) **Restrictions.** Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Services, (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Acquia Software, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Acquia Software, or any part thereof or otherwise attempt to discover any source code or modify the Services, (iv) create a competitive offering based on the Services, and (v) disclose any benchmark or performance tests of the Services.
- d) **Security and Internal Controls.** Acquia shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Services, and of the customer data contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, and (ii) access and use the customer data solely to perform its obligations in accordance with the terms of this Agreement. In no event during the subscription term shall Acquia materially diminish the protections provided by the controls set forth in Acquia's then-current Security Annex.

## **PRODUCT-SPECIFIC TERMS FOR SPECIFIED SUBSCRIPTION SERVICES.**

1. **PowerSchool SIS Services.** If Customer purchases access to PowerSchool SIS, the following terms apply:
  - a) PowerSchool does not represent that its SIS products that include State Reporting Codes ("**SRC**") or Provincial Reporting Codes ("**PRC**") will fully meet all state/provincial reporting requirements. Where provided, SRC/PRC tools are intended to assist compliance, not guarantee it. Customer is responsible for understanding and complying with its own reporting requirements.
  - b) PowerSchool SIS includes the Font Software that is licensed under the SIL Open Font License, Version 1.1. available with a FAQ at <https://openfontlicense.org>.
2. **Naviance or My PowerSchool Services.** If Customer purchases Subscription Services that include the PowerSchool Naviance product with career or college-planning functionalities and features (collectively, "**Career Planning Services**"), Customer hereby expressly acknowledges that the college-planning functionality contained in the Career Planning Services includes certain features that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**ActiveMatch**"); and allow students to be presented with an opportunity establish an account on the platform "Match powered by Concourse", a platform owned and operated by a third party company, EAB Global, Inc., which enables students to receive admission and scholarship offers from higher education institutions ("**Match**"). ActiveMatch and Match are automatically active upon implementation of the Career Planning Services. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Career Planning Services by Users. ActiveMatch or Match may be turned off at any time after implementation of the Career Planning Services at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless the applicable student User has explicitly opted to send their information directly to the Higher Education Institution.
3. **Insights and Analytics Services.** If Customer purchases a Subscription Service within the Insights and Analytics product wheel (e.g., Analytics and Insights or Connected Intelligence) that requires the creation of a Customer-specific data warehouse, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the

service (“**Customer-Specific Data Warehouse**”), and Customer hereby consents to the creation of such Customer-Specific Data Warehouse. PowerSchool’s use of the Customer-Specific Data Warehouse and its process of the Customer Data shall at all times be subject to the terms of the PowerSchool State DPA or the Negotiated DPA (whichever is applicable) executed between Customer and PowerSchool, Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers. In Connected Intelligence, PowerSchool can pull data (through API, database or flat file based replication) from PowerSchool data sources and non-PowerSchool sources. PowerSchool’s ability to pull data from those non-PowerSchool resources is contingent upon Customer’s ability to give PowerSchool access to the data.

4. **Services with Capability to Send Email and SMS Communications.** If Customer purchases any Subscription Services that include a capability to send email communications (“**Email**”) or SMS communications or texting (“**SMS**”), Customer understands that standard SMS (texting) and data fees apply to all registered contacts who receive an SMS or Email sent out via the Subscription Services. PowerSchool is responsible for payment for all SMS sent FROM the Subscription Services. Customer is responsible for ensuring parents or registered contacts receiving such SMS have opted into the Subscription Services and messaging program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer’s Users, and for compliance with all applicable laws, regulations, and conventions related to email and SMS communications (“**Communication Laws**”). In no event will PowerSchool be liable for Customer’s use of SMS or Email communications. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer’s mobile service operator or Email messages attributable to Customer’s Internet service provider.
  
5. **PowerBuddy** Under circumstances where PowerBuddy™ branded PowerSchool products are licensed by the Customer, the following supplemental AI specific terms will apply:
  - a) Nature of AI products. The Parties acknowledge Customer desires to license product(s) from PowerSchool’s suite of PowerBuddy™ products, which offer a narrow generative AI functionality. (“**GenAI Product(s)**”).
  - b) Right to Use. Subject to Customer’s compliance with the applicable Agreement, inclusive of these AI specific terms (“**GenAI Terms**”), the Customer may use the GenAI Product, provided that such use is solely for Customer’s internal use, and not for the commercial benefit of any third parties. Violations of these GenAI Terms may result in PowerSchool’s suspension or termination of Customer’s access to the GenAI Product.
  - c) Ownership. As between the Parties, Customer owns all content inputs into the GenAI user interface (“**Prompts**”) as well as any generated content based on such Prompts (“**Generated Content**”). Customer understands and acknowledges that the GenAI Feature may produce similar responses to similar prompts or queries from multiple users, and that Customer’s rights in Generated Content may not be enforceable against other users of the GenAI Product(s). To the extent PowerSchool has any ownership interest in Generated Content, PowerSchool hereby assigns to Customer all rights, titles, and interests therein and thereto.
  - d) Responsibility. Customer is responsible for the accuracy, truthfulness, consistency, and completeness, in any Prompts or any Generated Content used by Customer, and neither PowerSchool nor its sub-vendors will have any responsibility to review, nor any liability as to the accuracy thereof. Customer is responsible: (i) for ensuring that Prompts or Generated Content do not violate any applicable law or these GenAI Terms, (ii) to obtain any consents or government authorizations necessary for the collection, use and disclosure of all Prompts and Generated Content, and (iii) for its use of GenAI Products.
  - e) Acknowledgement of Data Sub-processors. PowerSchool works with third-party vendors to offer its GenAI Product(s). These third-party vendors are data sub-processors of PowerSchool. Customer therefore acknowledges and authorizes PowerSchool to use such third-party sub-processors in connection with Customer’s use of the GenAI Product.
  - f) Query Allotment. When Customer purchases a PowerBuddy service (each, a “**PowerBuddy Product**”), Customer receives a pre-established allotment of queries (“**Base Query Allotment**”) that is based on the student count tier corresponding to the number of students licensed by Customer to use the PowerBuddy Product. Each query is a request made to the applicable PowerBuddy Product by an authorized user during the subscription period. The Base Query Allotment is reset and replenished at midnight on July 1 of each calendar year regardless of when Customer purchased the PowerBuddy Product subscription. If Customer uses up all of its Base Query Allotment before July 1, Customer’s access to the PowerBuddy

Product will be disabled unless Customer buys an additional allotment of queries (“**Additional Query Allotment**”). Any Base and Additional Query Allotments remaining as of June 30 of each calendar year do not roll over to the next period, and are not refundable or creditable; however, the Base Query Allotment continues to reset and replenish on July 1, so long as Customer continues to be in contract and is in compliance with the terms of its contract. Customer’s administrators can track query usage within the applicable PowerBuddy Product at any time.


**Certificate Of Completion**

Envelope Id: EC07DF2D-B793-4174-85DC-8872DFF2ADF6	Status: Completed
Subject: Please Docusign This Document	
Source Envelope:	
Document Pages: 77	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator: Daniel A. Chuhta Daniel.Chuhta@maine.gov
Envelopeld Stamping: Disabled	IP Address: 64.207.219.83
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

**Record Tracking**

Status: Original 12/5/2025 10:12:18 AM	Holder: Daniel A. Chuhta Daniel.Chuhta@maine.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Maine Department of Education	Location: Docusign

**Signer Events**

Signature	Timestamp
Daniel A. Chuhta Daniel.Chuhta@maine.gov Deputy Commissioner Maine Department of Education Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 169.244.178.4
	Sent: 12/5/2025 10:12:20 AM Viewed: 12/5/2025 10:12:58 AM Signed: 12/5/2025 10:15:08 AM Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	12/5/2025 10:12:20 AM
Certified Delivered	Security Checked	12/5/2025 10:12:58 AM
Signing Complete	Security Checked	12/5/2025 10:15:08 AM
Completed	Security Checked	12/5/2025 10:15:08 AM

**Payment Events**

**Status**

**Timestamps**