

Prepared By: Christine Morton
 Customer Name: Kuna Joint School District 3
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Mark Thayer
 Title: Director of Information Technology
 Address: 711 E Porter Rd
 City: Kuna
 State/Province: Idaho
 Zip Code: 83634
 Phone #: (208) 472-9700 x5201

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool SIS Hosted Subscription	5,638.00	Students	USD 51,305.80
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 416.00
PD+ Subscription	5,638.00	Students	USD 3,495.56
PowerSchool Enrollment Registration	5,300.00	Students	USD 16,536.00
PowerSchool Enrollment Additional Language - Spanish	1.00	Each	USD 1,040.01

License and Subscription Totals: **USD 72,793.37**

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 72,793.37

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

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

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

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

POWERSCHOOL GROUP LLC

Kuna Joint School District 3

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: Wendy Johnson

Title: Chief Financial Officer

Title: Superintendent

Date: 9-JUN-2022

Date: 6/14/2022

PO Number: _____



AMENDMENT

This Amendment (“**Amendment**”) by and between PowerSchool Group LLC (“**PowerSchool**”) and Kuna Joint School District 3 (“**Customer**”) modifies the Agreement as mutually agreed herein and is effective as of the date of the last signature below when duly executed by the Parties hereto (“**Effective Date**”). POWERSCHOOL and CUSTOMER are referred to individually as “Party” and collectively as “Parties” under this Amendment.

Recitals

WHEREAS, the Parties entered into #Q-538037-1 with a start date of July 1, 2021, together with all schedules, terms and conditions, and amendments thereto (“**Agreement**”), attached hereto as Exhibit A, which provided Customer a subscription based license to certain software and related services as more particularly set forth therein; and

WHEREAS, the Parties have agreed to modify certain subscriptions and services in the Agreement as detailed below;

WHEREAS, PowerSchool agrees not to collect on the amount for the below product with any invoices associated with this Agreement;

WHEREAS, PowerSchool agrees to provide a credit in the amount of five thousand eight hundred ninety-two dollars and fifty-nine cents (\$5,892.59) to be used for open invoice INV267558 (the “**Invoice**”) attached here to as Exhibit B.

NOW THEREFORE, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

Amendments

- As of January 24, 2022, the following subscriptions and services are hereby deleted from the Agreement as follows:

Product Description	Quantity	Unit	Extended Price
PowerSchool Enrollment Express	5,638.00	Students	USD 13,531.20

- Release. By this Amendment, with respect to section 1 above, each Party hereby fully and forever releases and discharges the other Party, and each of their respective representatives, agents, heirs, executors and assigns, and their current and former officers, contractors, directors, managers, employees, shareholders, attorneys, affiliate, subsidiary and



predecessor companies, successors and assigns (the “Released Parties”), and each of them, separately and collectively, from any claims, duties, obligations, causes of action, losses, agreements, grievances or debts relating to any matters of any kind or nature whatsoever, whether at law or in equity, fixed or contingent, presently known or unknown, suspected or unsuspected, contingent or non-contingent, that either Party, as applicable, has ever had, now has, or may have in the future against any of the Released Parties, relating to or arising from the subscriptions or services which are cancelled as detailed above.

3. Waiver of Section 1542. Additionally, and to the fullest extent permitted under law, and only regarding or arising out of the subject matter herein, each of the Parties hereto, for itself and its successors, expressly waives the provisions of the California Civil Code Section 1542, and any similar law, statute or policy. California Civil Code Section 1542 states as follows:
 - a. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
4. No Admission of Liability. This Amendment and compliance with it will not operate or be construed as an admission by either Party of any liability, misconduct or wrongdoing whatsoever against the other Party and will not be construed as an admission or a violation of the rights of any Party, or as a violation of any law, rule, regulation, or ordinance. Each Party expressly denies any wrongdoing or liability to the other Party. Each Party has freely entered into this Amendment and neither Party has relied upon any statements, promise, or representation from the other Party in entering into this Amendment.

Miscellaneous Terms

1. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof.
2. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.
3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
4. No Construction Against Drafter. No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court



or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

5. The Agreement continues in full force and effect as modified herein.

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Effective Date.

POWERSCHOOL GROUP LLC

KUNA JOINT SCHOOL DISTRICT 3

By: _____

By: Wendy Johnson

Printed Name: _____

Printed Name: Wendy Johnson

Title: _____

Title: Supt.

Date: _____

Date: 6/14/22