

LICENSED PRODUCT AND SERVICES AGREEMENT – READ ONLY ACCESS Last updated as of 11/1/2019

3.

4.

1. **DEFINITIONS.** PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "PowerSchool". The university, college or government agency or other entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product and Services Agreement is referred to herein as the Agreement." "PowerSchool"/" Licensor" and Licensee are individually referred to "Party" and collectively as "Parties" in this Agreement. In addition, the following definitions will apply:

- 1.1 Licensed Product(s) means all PeopleAdmin-branded software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product will not include any Third Party Software.
- 1.2 **Licensed Sites** means any location at which the Licensee's university, college, government administrative offices, and other locations conducts its higher education administrative functions.
- 1.3 **'Subscription Term'** means the period of time listed on the Quote that the Licensee has access to the Licensed Product, which includes any Support Services, as indicated in the signed Quote between the Parties.

## 2. LICENSE GRANT

2.1 Basic Terms. Subject to the terms and conditions of this Agreement and the Privacy Policy located at https://www.powerschool.com/privacy/,and in exchange for Licensee's payment obligations, PowerSchool provides Licensee with a non-exclusive, personal, restricted, nontransferable, terminable access to the Licensed Product pursuant to this Agreement and all applicable quotes during the subscription term, solely to support Licensee's university, college or government administrative functions at Licensed Sites to support a count of employees not to exceed the Licensee's count reported to IPEDS (Integrated Postsecondary Education Data System - a system of interrelated surveys conducted annually by the National Center for Education Statistics, a part of the Institute for Education Sciences within the United States Department of Education - see https://nces.ed.gov/ipeds/), as set forth in Section 1 of the Supplemental Terms and Conditions. The PowerSchool's price quotation or proposal to Licensee will indicate the specified length of time of the license. In no event may the Licensed Product be: (a) access for any other purpose than support of a Licensed Sites of the Licensee; (b) made available via a network or otherwise to any university, college, government agency or third party other than the Licensed Sites of the Licensee; or (c) accessed to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites of the Licensee. Licensed Product will only be accessed as expressly authorized by this Agreement. This license covers all PowerSchool Licensed Products, except PAAFx.

2.2 **Copies.** Licensee will not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by PowerSchool to Licensee. Licensee will retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee will not otherwise reproduce Licensed Product.

## PROPRIETARY RIGHTS

- 3.1 Restrictions on Use of the Licensed Product and Services. Licensee will use the Licensed Products and Services only for the internal business purpose of having the 'read only access' granted under this license. This means Licensee is only able to view and access Licensee's data that was previously uploaded into the Licensed Product, but is not able to use any features of the product, nor may Licensee add or delete data from the Licensed Product.
- DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS **PROVIDED IN SECTION 8), AND POWERSCHOOL AND** ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE. OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE. POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE **RESULTS OF THE USE OF THE LICENSED PRODUCT** OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT A N D S E R V I C E S IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR Δ POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.

LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT 5. BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES **OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT** OF MONEY PAID BY LICENSEE TO POWERSCHOOL **DURING THE IMMEDIATELY PRECEDING TWELVE (12)** MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.

All previous agreements between the parties are superseded by this Agreement.