



Customer Quote(s) Acceptance

PowerSchool Group, LLC, a Delaware limited liability company with its principal place of business located at 150 Parkshore Dr., Folsom, CA 95830, ("**PowerSchool**") and Detroit Public Schools Community District ("**Customer**") hereby enter into this Customer Quote Acceptance document together with all exhibits attached hereto and any addenda, the "**Agreement**") as of the date of the last signature below (the "**Effective Date**").

PowerSchool and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**." All capitalized terms used but not defined herein shall have the meaning set forth in the PowerSchool MSA (defined below). For mutual consideration, the Parties hereby agree as follows:

1. The Quotes set forth in Exhibit A attached hereto and incorporated herein by reference.
2. By signing in the signature block below, the signatory below acknowledges and agrees that: (a) such signatory is authorized to sign on behalf of and bind Customer, and (b) the Customer hereby accepts and agrees to the terms and conditions already agreed to and executed by the Parties on March 29, 2019 with respect to that certain agreement identified as PowerSchool Quote Number: Q-1674788-2, as amended. (the "**PowerSchool MSA**", attached hereto as Exhibit B).

Quote Number	Product(s)
Quote #: Q-546573-1	Schoology LMS Subscription
Quote #: Q-656825-1	PowerSchool PM Assessment and Advanced Reporting Core+; PowerSchool Assessment Item Bank; 3rd Party Item Bank Certica - All Subjects
Quote #: Q-637290-1	Powerschool Special Programs SECM SaaS; PowerSchool Special Programs 504; PowerSchool Special Programs Gifted and Talented; PowerSchool Special Programs ELL; PS Special Education Hosting Annual Fee
Quote #: Q-637310-1	Schoology Content Subscription Professional Learning
Quote #: Q-651813-1	PowerSchool SIS Subscription On Prem; PowerSchool SIS Hosting Unlimited Data Refresh; PowerPack: Subscription SaaS; PowerSchool Ecollect Forms; PowerSchool SIS Hosting SSL Certificate; PowerSchool SIS Hosting Test Bed Annual; PowerSchool SIS State Data Validation; PD+ Subscription; PowerSchool SIS Hosting SSL Certificate; PowerSchool SIS Hosting Test Bed Annual; PowerSchool SIS Hosting SSL Certificate; PowerSchool SIS Hosting VPN; PowerSchool SIS Customizations Maintenance & Support - 00230967 Language Spoken Field and ER
Year 1 Total	\$1,093,633.08

3. This 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.

4. This Agreement 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.



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

POWERSCHOOL GROUP LLC

DocuSigned by:
By: Eric Shander
98D0027F4E194E7
Printed Name: Eric Shander
Title: CFO
Date: 7/7/2022

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

By: [Signature]
Printed Name: Nikolai P. Vitti Ed. D.
Title: Superintendent
Date: July 1, 2022





EXHIBIT A

QUOTE(S) Q-546573-1, Q-656825-1, Q-637290-1, Q-637310-1, Q-651813-1 (attached below)



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 13-MAY-2022
 Quote #: Q-546573-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Detroit Public Schools Community District
 Contract Term: 36 Months
 Start Date: 2-JUL-2022
 End Date: 1-JUL-2025
 Billing Frequency: Annually

Customer Contact: Elizabeth Cutrona
 Title: Chief Strategy Officer
 Address: 3011 W Grand Blvd
 City: Detroit
 State/Province: Michigan
 Zip Code: 48202
 Phone #:

Product Description	Quantity	Unit	Extended Price
Initial Term 2-JUL-2022 - 1-JUL-2023			
License and Subscription Fees			
Schoology LMS Subscription	51,000.00	Students	USD 201,960.00
License and Subscription Totals:			USD 201,960.00

Quote Total	
Initial Term	2-JUL-2022 - 1-JUL-2023
Payment Total	USD 201,960.00

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Payment Total' amount uplifted by 1.5% in each following year. 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.



150 Parkshore Dr. Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 13-MAY-2022
 Quote #: Q-656825-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Detroit Public Schools Community District
 Contract Term: 36 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2025
 Billing Frequency: Annually

Customer Contact: Mark Paik
 Title: Executive Director - Data, Assessment and Accountability
 Address: 3011 W Grand Blvd
 City: Detroit
 State/Province: Michigan
 Zip Code: 48202
 Phone #: (313) 873-7441

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool PM Assessment and Advanced Reporting Core+	51,000.00	Students	USD 204,000.00
PowerSchool Assessment Item Bank	51,000.00	Students	USD 52,020.00
3rd Party Item Bank Certica - All Subjects	51,000.00	Students	USD 111,180.00
License and Subscription Totals:			USD 367,200.00

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 367,200.00

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Payment Total' amount uplifted by 1.5% in each following year. 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.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 13-MAY-2022
 Quote #: Q-637290-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Detroit Public Schools Community District
 Contract Term: 36 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2025
 Billing Frequency: Annually

Customer Contact: Mark Paik
 Title:
 Address: 3011 W Grand Blvd
 City: Detroit
 State/Province: Michigan
 Zip Code: 48202
 Phone #: (224) 645-6641

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
Powerschool Special Programs SECM SaaS	51,000.00	Students	USD 69,870.00
PowerSchool Special Programs 504	51,000.00	Students	USD 13,770.00
PowerSchool Special Programs Gifted and Talented	51,000.00	Students	USD 13,770.00
PowerSchool Special Programs ELL	51,000.00	Students	USD 13,770.00
PS Special Education Hosting Annual Fee	1.00	Each	USD 558.25

License and Subscription Totals: **USD 111,738.25**

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 111,738.25

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Payment Total' amount uplifted by 1.5% in each following year. 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.



150 Parkshore Dr. Folsom, CA 95630
 Remit Email: julie.belleau-
 lindemann@powerschool.com
 Quote Date: 13-MAY-2022
 Quote #: Q-637310-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Detroit Public Schools Community
 District
 Contract Term: 36 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2025
 Billing Frequency: Annually

Customer Contact: Beth Gonzalez
 Title: Assistant Superintendent of Curriculum
 and Instruction
 Address: 3011 W Grand Blvd
 City: Detroit
 State/Province: Michigan
 Zip Code: 48202
 Phone #: (313)873-3485

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023 License and Subscription Fees			
Schoology Content Subscription Professional Learning	5.00	Per Person	USD 7,917.00

License and Subscription Totals: **USD 7,917.00**

Quote Total	
Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 7,917.00

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Payment Total' amount uplifted by 1.5% in each following year. 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.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 13-MAY-2022
 Quote #: Q-651813-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Detroit Public Schools Community District
 Contract Term: 36 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2025
 Billing Frequency: Annually

Customer Contact: Mark Paik
 Title: Executive Director - Data, Assessment and Accountability
 Address: 3011 W Grand Blvd
 City: Detroit
 State/Province: Michigan
 Zip Code: 48202
 Phone #: (313) 873-7441

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
<i>License and Subscription Fees</i>			
PowerSchool SIS Subscription On Prem	51,000.00	Students	USD 260,610.00
PowerSchool SIS Hosting Unlimited Data Refresh	51,000.00	Students	USD 0.00
PowerPack: Subscription SaaS	51,000.00	Students	USD 39,780.00
PowerSchool Ecollect Forms	51,000.00	Students	USD 48,450.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 313.64
PowerSchool SIS Hosting Test Bed Annual	51,000.00	Students	USD 4,590.00
PowerSchool SIS State Data Validation	51,000.00	Students	USD 27,030.00
PD+ Subscription	51,000.00	Students	USD 9,180.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 406.00
PowerSchool SIS Hosting Test Bed Annual	51,000.00	Students	USD 6,630.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 406.00
PowerSchool SIS Hosting VPN	1.00	Year	USD 6,090.00
PowerSchool SIS Customizations Maintenance & Support	00230967 Language Spoken Field and ER 1.00	Hours	USD 1,332.19
License and Subscription Totals:			USD 404,817.83

Quote Total	
Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 404,817.83

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.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-622570 - 3
 Quote Expiration Date: 17-JUN-2022

Prepared By:	Andrea Linn	Customer Contact:	Mark Paik
Customer Name:	Detroit Public Schools Community District	Title:	Executive Director - Data, Assesment and Accountability
Enrollment:	19,000	Address:	3011 W Grand Blvd
Contract Term:	37 Months	City:	Detroit
Start Date:	1-JUN-2022	State/Province:	Michigan
End Date:	30-JUN-2025	Zip Code:	48202
		Phone #:	(313) 873-7441

Product Description	Quantity	Unit	Extended Price
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Initial Term 1-JUN-2022 - 30-JUN-2023			
License and Subscription Fees			
Horizon SAT Package	19,000.00	Students	USD 41,123.29
License and Subscription Totals:			USD 41,123.29

Professional Services and Setup Fees			
PowerSchool PM Item Bank Consulting	1.00	Each	USD 1,500.00
Professional Services and Setup Fee Totals:			USD 1,500.00

Quote Total	
Initial Term	1-JUN-2022 - 30-JUN-2023
Payment Total	USD 42,623.29

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Due Date	Payment Amount
1-JUN-2022	USD 0.00
1-JUL-2022	USD 42,623.29

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote
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Horizon SAT Package	19,000.00	Students	USD 38,000.00
Annual Ongoing Fees Total:			USD 38,000.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift of 1.5%. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End 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 sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions already agreed and executed by the Parties on March 29, 2019 for another PowerSchool quote (#Q-164788-2).

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

POWERSCHOOL GROUP LLC
Signature:

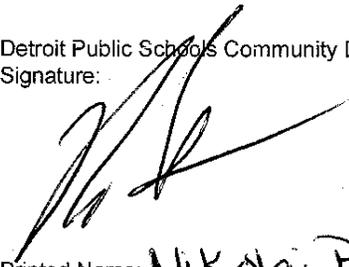


Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 29-APR-2022

Detroit Public Schools Community District
Signature:



Printed Name: Nikolai P. Vitti Ed.D

Title: Superintendent

Date: July 1, 2022