WASHINGON LEARNING SOURCE
Vendor Agreement

1. PARTIES

Schoology, Inc.
Two Penn Plaza, 10th Floor
New York, NY 10121

WASHINGON LEARNING SOURCE
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057

The parties agree to the following:

2. PURPOSE

Through this Agreement, awarded through RFP 1818-49, Schoology, Inc. offers the Washington Learning Source (WLS) subscribers the opportunity to purchase Schoology Enterprise Edition Learning Management System at special volume levels.

3. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Contract:

- Vendor Contact Information
- Additional Resellers
- Products and Contract Pricing
- WLS Quarterly Reporting Template
- WLS Standard Terms and Conditions (Attachment A)
- Service Level Agreement (Attachment B)

4. DEFINITIONS

4.1 “Administrative Fee” means the fee applicable to each Product for administrative services provided by WLS or Subscriber’s educational school district, which fee is set by schedules or other notices that WLS provides to the Schoology, Inc. from time to time with respect to the Products. Administrative fee will be applied to all product or subscription prices, renewals, and maintenance fees.

4.2 “Product” means any product or service that is available to be sold, licensed, or otherwise provided pursuant to the Schoology, Inc. contract.

4.3 “Subscriber” means any ESD office, public and private K-12 school and school district, Washington educator, the Office of State Superintendent of Public Instruction, or other accredited educational institution, as listed in the Washington Education Directory, that has entered into a contract with WLS, or Washington State public agency that has entered into an Intergovernmental Cooperative Purchasing Agreement between PSESD and the public purchasing agency pursuant to which WLS authorizes such agency or entity to purchase or acquire access to products and/or services sold, licensed, or
otherwise provided by Vendors of goods and/or services under one or more contracts WLS has entered into with such Vendors. "Subscriber" does not include any such agency's and entity's operations outside the State of Washington.

4.4 "Vendor" means the party with whom the WLS is contracting to fulfill orders for this contract.

4.5 "ESD" refers to "Educational Service District", as defined in RCW 28A.310.010.

4.6 "FTE" refers to a "Full-Time Equivalent" K-12 student as defined in WAC 392-121-122.

4.7 "Head Count" refers to all students regardless if they attend classes full-time in a high school building or attend work based learning programs "off site" or are enrolled in Running Start or Virtual Academies.

4.8 "Optional Use" means that Washington State school districts that are members of the WLS may choose or not choose to use any vendors listed on the WLS site. The benefit for the Vendors is that their products and/or services will be listed on the Washington Learning Source website, a recognized purchasing cooperative that affords promotional benefits. For more information, visit WLS website at http://www.walearningsource.org/

5. ADDITIONAL AND AMENDED TERMS AND CONDITIONS

The following terms and conditions hereby take precedence over any contrary provisions in the documents referenced in Section 2 and 3. Unless otherwise notated below, the following terms and conditions are in addition to WLS Standard Terms and Conditions.

1) Term: Each party represents that this Agreement has been executed by their duly authorized representatives. It will become effective on the date signed by all parties, and will continue for a period of one year. All times set forth in this Contract shall be based upon the time in Renton, Washington.

2) Renewal: At the discretion of WLS, this Contract may be renewed in writing for four subsequent one-year periods by mutual written agreement of the parties.

3) Price and Products: Under this Contract, Subscribers will qualify for purchases through the Vendor at or below the prices listed. All prices shall remain firm (no changes that increase prices) from the date the contract is awarded until the contract end date.
   • Upon optional annual contract renewals, the awarded vendor may request price increases from the WLS. Such requests shall require a justification in writing.
   • Throughout the entire contract term, price reductions are required if the Vendor reduces the reseller's base price.
   • Upgraded products and services may be added to this contract upon WLS approval, but only if they replace products previously bid. All pricing must, at a minimum, reflect the same percentage discounts or better as established with this contract award.
   • Awarded vendors must provide on the first of each calendar quarter price decreases, new products, discontinued items, and any other changes or additions in order to ensure accurate WLS advertised prices.
4) Marketing

WLS Responsibilities:

a. WLS will work with Schoology, Inc. to develop and maintain a web page on the WLS web site to summarize the terms of the agreement and to prepare pricing information for the shopping cart feature of the WLS web page.

b. The WLS will work with ESDs to reference Schoology, Inc. and said web page in its communications to ESD participants so as to inform them of the availability of this agreement.

c. The WLS will work with ESDs to use commercially reasonable efforts to disseminate information to Subscribers about the Products included in the agreement through email announcements, direct mail, websites, meetings, and newsletter articles.

Vendor Responsibilities:

a. Schoology, Inc. will provide the WLS with information to be used for marketing purposes, such as logos and copy.

b. Schoology, Inc. will use the WLS logo on all of its materials that market products on this contract.

c. Schoology, Inc. may sponsor and participate in events such as regional conferences, tradeshows, webinars, and showcases as appropriate.

d. Schoology, Inc. may co-host rollout events for Subscribers, such as lunch-and learns and demonstrations.

WLS's Marketing Manager: Schoology, Inc.
Angela Balam Marketing Manager:
WLS Director Executive Vice President, Marketing
425-917-7901 212.213.8333 x17
abolam@walearningsource.org icasanova@schoology.com

5) WLS Membership: Pursuant to RCW 39.34, an intergovernmental (Interlocal) purchasing agreement forms the basis for WLS membership. All public K-12 educational institutions and associations published in the Washington State Education Directory, and Washington state public agencies are eligible to become WLS members and purchase from this optional use contract. Interlocal purchasing contracts allow either party to make purchases at the other party's accepted proposal price. A list of current WLS members is posted on the Washington Learning Source website at www.walearningsource.org/members. Schoology, Inc. will consult this list of members to determine customer eligibility.
6) WLS Administrative Fee: All WLS sales realized or generated under or as a consequence of the WLS awarded contract shall include an Administrative Fee of 3% of net sales. Purchasers shall reference the WLS contract number on their purchase orders at the time of purchase. As the administrator of the contract, Schoology, Inc. must include the following data for each net sale or purchase through this contract:
   - Invoice date
   - Name of subscriber (school, district, or organization)
   - ESD name where subscriber resides
   - Invoice number
   - Names and quantities of products purchased through each transaction
   - Single unit purchase price
   - Total purchase price
   - Amount of administrative fee

7) Administrative Fee Payments: During the term of this contract, Schoology, Inc. will submit quarterly accounting and remit administrative fee payments to WLS within 30 days following the end of each calendar quarter in accordance with the terms outlined in the following payment schedule. The administrative fees percentage shall not increase during the life of the contract.

<table>
<thead>
<tr>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 31, 2019</td>
</tr>
<tr>
<td>April 30, 2019</td>
</tr>
<tr>
<td>July 31, 2019</td>
</tr>
<tr>
<td>October 31, 2018</td>
</tr>
</tbody>
</table>

8) Order Processing: Orders will be processed in the following manner:
   a. Purchase orders from subscribers will be submitted to Schoology, Inc. for fulfillment.
   b. Purchase orders from the Subscribers must be in writing and made out to Schoology, Inc. or designated reseller(s). Each order must reference the appropriate ESD# and the contact/school name/address/telephone/email or fax of the end user responsible for holding the license.
   c. Schoology, Inc. will invoice the subscriber and collect their payments. Shipping charges and Washington State sales tax will be added to the invoice, if applicable. Shipping charges shall be FOB Destination.

These procedures may be modified as needed, and any such changes will be mutually agreed to in writing by Schoology, Inc. and WLS.

Schoology, Inc.
Sales Representative:
Andrew Wamala
Regional Sales Director
212.213.8333 x358
awamala@schoology.com

9) Contract Administration: Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of the Contract. As of the Effective Date, WLS's and Schoology, Inc.'s Contract Managers are as follows:
WLS’s Contract Manager:
Nola Oldenburg
Purchasing/E-Rate Administrator
(425) 917-7783
noldenburg@psesd.org

Schoology, Inc.
Contract Manager:
Darry Hall
Corporate Counsel
212.213.8333 x262
contracts@schoology.com

10) Monitoring: Schoology, Inc. shall continuously monitor and record its Services to make sure they meet or exceed all contractual provisions and the attached Service Level Agreement. WLS shall have the right to examine Schoology, Inc.’s records associated with purchases in order to ensure compliance with all requirements this Optional Use contract. Schoology, Inc.’s failure to meet or exceed these Service Standards may result in corrective action or termination.

11) Incorporation of General Terms and Conditions: This agreement includes and incorporates as if fully set forth herein the Standard Terms and Conditions.

We the undersigned agree to the terms of the foregoing contract agreement.

WASHINGTON LEARNING SOURCE

[Signature]
Angela Bolam
Printed Name
Learning + Development Expert Director
Title
12/10/18
Date Signed

PSESD Superintendent or Designee

[Signature]
John P. Welch
Printed Name
Superintendent
Title
12.14.18
Date Signed

Schoology, Inc.

[Signature]
Frank Garafalo
Printed Name
Chief Financial Officer
Title
12/6/2018 | 9:28 AM EST
Date Signed
STANDARD TERMS AND CONDITIONS

The submission of a Proposal is an offer to enter into a Contract that, upon acceptance by WLS, obligates the Vendor (and their authorized agents) to comply with the Terms and Conditions set forth below, and all the requirements in the RFP documents. If there is an inconsistency with a requirement or special condition in the RFP documents, the Terms and Conditions shall govern.

Upon acceptance of an award, the Vendor agrees to the following:

1. **Compliance.** By submitting a Proposal, the Vendor agrees to comply with WLS Contract terms, including offering the Proposal products for the WLS Contract price when it sells its products to the eligible Subscribers until the expiration of the Contract.

2. **Contract Execution.** The Contract is considered fully executed at the time that the WLS Superintendent signs and the Vendor signs.

3. **Resellers, Distributors and Agents.** The resellers, distributors or agents identified in the Awarded Vendor’s Proposal that will be performing obligations that are required under the WLS Contract on behalf of the Awarded Vendor, have been provided a copy of the WLS RFP documents and the Awarded Vendor’s Proposal, and they are familiar with the WLS Contract requirements.

The resellers, distributors and agents identified in the Awarded Vendor’s Proposal have entered into an agreement with the Vendor which obligates the resellers, distributors and agents to comply with all the provisions associated with the WLS Contract when they are engaged in work that is associated with the WLS Contract.

The Awarded Vendor assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the WLS Contract provisions. The Awarded Vendor understands and agrees that it will be subject to the remedies that are imposed for violations of the WLS Contract provisions, including violations that are committed by the Awarded Vendor’s resellers, distributors and agents. The Awarded Vendor is responsible for its resellers, distributors and agents’ performance of obligations in the WLS Contract and is obligated to monitor its resellers, distributors, and agents.

4. **Pricing.** WLS reserves the right to review at any time the pricing of this agreement. Vendor represents and warrants that the price offered by Vendor to WLS Members for any products ordered by WLS Members (the “WLS Members Price”) are equal to or less than WLS contracted list prices.

5. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party, provided, however, that either party may assign its rights, obligations, or interests under this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction involving such party without such written permission provided that such successor entity shall be bound by the terms of this Agreement.

6. **Indemnification / Hold Harmless.** Vendor shall defend, indemnify and hold the WLS, its officers, officials, employees and volunteers harmless from any and all claims by third parties for injuries, damages, losses including attorney fees, to the extent attributable to the gross negligence or the willful misconduct on the part of the Vendor or its contractors.
7. **Insurance.** The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this contract by Vendor, their agents, representatives, employees or subcontractors.

Vendor shall provide a Certificate of Insurance evidencing:

a) **Commercial General Liability** insurance written on an occurrence basis with limits no less than $2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

b) **Cyber Liability** insurance or coverage with limits of not less than $1,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

The WLS shall be named as an additional insured on the Commercial General Liability insurance policy, as respects activities of Vendor and a copy of the endorsement naming The WLS as additional insured shall be attached to the Certificate of Insurance. The WLS reserves the right to receive a certified copy of all required insurance policies.

The WLS shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. **Non-Exclusive Relationship.** The Contract is not exclusive as to the products or goods or services similar to the products. Nothing in the contract prohibits WLS from entering into contracts with other Vendors or suppliers for the provision of the products or goods or services similar to the products in this contract.

9. **Compliance with FERPA.** Vendor will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its associated implementing regulations with respect to any information received by Vendor from WLS or any Subscriber. For the avoidance of doubt, this section does not create any obligations for Vendor with respect to information that is not in Vendor's possession or control.

10. **Prohibited Employees.** Vendor will prohibit any employee of Vendor from working at a Subscriber school if he or she would have contact with children at a Subscriber school during the course of his or her employment and if he or she has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

11. **Limitations on Confidentiality.** Vendor agrees that WLS may disclose to Subscribers the prices, payment terms, and delivery terms provided in this contract for the products, and such other terms of this contract that Vendor wishes to make available to Subscribers
(through WLS). The Vendor acknowledges and agrees that WLS' obligation to comply with any confidentiality provisions under this contract is subject to and limited by applicable law, including the Washington Public Records Act (chapter 42.56 RCW).

12. **Applicable Law; Jurisdiction.** This contract will be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising under, in connection with, or incident to this contract will be resolved exclusively in the state or federal courts located in King County, Washington.

13. **Termination.** WLS may terminate this contract for convenience at any time after the first anniversary of this contract Effective Date upon 30 days prior written notice to Vendor. In the event of such termination for convenience, Vendor shall have no obligation to provide a refund of any unearned pre-paid fees. WLS may terminate this contract immediately upon notice for any failure by Vendor to comply with the terms of Section 10. Either party may terminate this contract immediately upon written notice at any time if the other party is in material breach of any material term of this contract and has failed to cure that breach within 30 days after written notice.

14. **Licensed to do Business in Washington.** Vendor must be licensed to do business in the State of Washington. Upon award of contract, Vendor will provide WLS with Vendor's Washington State Department of Revenue Tax Registration Number.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Vendor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

16. **Survival Clause.** All purchase transactions, applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

17. **Warranty of Accessibility.** Vendor warrants that the system and services provided to Subscriber will comply with all local, state, and federal laws. Vendor further agrees that the system and services provided to Subscriber will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Vendor will furnish such documents and information as may be reasonably requested by Subscriber to evidence Vendor's compliance with the terms of this agreement.

Vendor represents that the system and services provided to Subscriber under this agreement will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA provided, however, that Vendor will have no obligations with respect to such conformance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content.

18. **Warranty.** Vendor warrants to Subscriber that: (a) Vendor will comply with all applicable laws, rules and regulations, and (b) the Schoology System will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, VENDOR will use its best efforts to correct the Schoology System. If VENDOR is unable to correct the error after using its best efforts, VENDOR will refund the unused Subscription fees paid by SUBSCRIBER, as depreciated over the Term on a straight line
basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by VENDOR; (y) improper or inadequate maintenance of SUBSCRIBER’s equipment or software; or (z) inadequate Internet connectivity or bandwidth. SUBSCRIBER is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

**Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THE FOREGOING SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLEY SYSTEM IS PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLEY SYSTEM WILL BE ERROR FREE. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF SCHOOLEY’S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER’S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

19. **Limitation of Liability.** EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY, BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SCHOOLEY SYSTEM, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, A PARTY’S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SCHOOLEY SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
Attachment B

Exhibit B

Schoology, Inc Service Level Agreement (“SLA”)

Applicable to Schoology's Learning Management System (“Services”).

1. Schoology Uptime Commitment
   a. Subject to the terms of this SLA, Schoology System will have a 99.5% Availability each
      calendar month (the “Uptime Commitment”).
   b. The availability of the Schoology for a given month will be calculated according to the following
      formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM;
      Total minutes in month Unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM.
   c. For purposes of this calculation, the Schoology System will be deemed to be unavailable to the
      extent the applicable Schoology server will not accept connections. Service will not be
      deemed Unavailable for any downtime or outages excluded from such calculation by reason
      of the exceptions set forth below in this SLA. Schoology’s records and data will be the sole
      basis for all SLA calculations and determinations.

2. Maintenance and Other Exceptions
   a. Schoology will not be considered to be Unavailable for any outage that results from any
      maintenance performed by Schoology (i) of which Subscriber is notified at least 72 hours in
      advance; (ii) during Subscriber’s implementation period; (iii) during Schoology’s then-current
      standard maintenance windows (collectively referred to herein as "Scheduled Maintenance");
      or (iv) as a result of Subscriber’s request outside of the normally scheduled maintenance.
   b. Schoology will not be considered Unavailable for any outage due to (i) Subscriber's Data or
      application programming, acts or omissions of Subscriber or its agents, failures of equipment
      or facilities provided by Subscriber, network unavailability or bandwidth limitations outside of
      the Schoology network; (ii) issues arising from bugs or other problems in the software,
      firmware or hardware of Schoology’s suppliers; or (iii) force majeure events. The
      configuration being provided under this SLA is based on assumptions made by Subscriber
      and based on information provided by Subscriber.

3. Configuration Changes; Subscriber Supported Software.
   This SLA is based on a standard configuration of the Services to provide the performance level
   contemplated by the Uptime Commitment in this SLA. If Schoology notifies Subscriber that it
   has determined that Subscriber’s configuration is not suited to provide this level of
   performance, this SLA will be suspended until Subscriber and Schoology agree upon and
   implement a new or modified configuration designed to provide this level of performance.
   Schoology shall notify Subscriber of API/Updates and enhancements impacting the
   interfaces in use by Subscriber at least seven days prior to implementation.

4. Remedies.
   a. Subscriber will have the rights set forth below relating to Schoology’s provision of the Services.
      This SLA provides Subscriber’s sole and exclusive remedy for Schoology’s failure to provide
      the Services or meet the Uptime Commitment. All standards and commitments are subject to
      the limitations and exclusions set forth herein.
   b. If the Availability of Schoology for a given month is less than the applicable Uptime
      Commitment, but 99% or higher, Subscriber will receive a 10% service credit for the affected
      Services for such month. If the Availability of Schoology for a given month is 98% or higher
      but lower than 99%, Subscriber will receive a 25% service credit for the affected Services for
      such month. If the Availability of Schoology for a given month is lower than 98%, Subscriber
      will receive a 50% service credit for the affected Services for such month.
c. In the event Subscriber is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Subscriber becomes current in its payment obligations.

d. To receive service credits, Subscriber must submit a written request to billing@schoology.com, within 30 days after the end of the month in which the Schoology failed to meet the Uptime Commitment, or Subscriber’s right to receive service credits with respect to such unavailability will be waived.
Amendment to Agreement WLS#287

Between

Schoology, Inc.

And

Washington Learning Source

Amendment #1

This Amendment to the Agreement signed December 14, 2018, entered into by and between Washington Learning Source and Schoology is hereby amended as follows:

☐ Add products (see attached)
☐ Change prices (see attached)
☒ Renew

   Extend contract to 12/14/20

☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source  Schoology

[Signature]
WLS Director  12/19/19

[Signature]
Superintendent or Designee  Philip Radmilovic

[Signature]
Date  12/18/2019

PSESD Business Office Use Only

[Signature]
Business Office  12/24/19

Date
Amendment to Agreement #WLS287

Between

PowerSchool

And

Washington Learning Source

Amendment #2

This Amendment to the Agreement signed 12/14/2020, entered into by and between Washington Learning Source and Schoology, Inc. is hereby amended as follows:

☐ Add products (see attached)
☒ Change prices (see attached)
☒ Renew
    Extend contract to 12/14/2021
☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source

[Signature]

WLS' Director

11/18/2020

Date

Joli Valentino, Executive Director of Business & Operations

Superintendent or Designee

11/19/2020

Date

PowerSchool

[Signature]

VP Controller

11/17/2020

Date

PSESD Business Office Use Only

[Signature]

Business Office

11/19/20

Date
WLS Exhibit C - Product and Pricing Information

Vendor Name: PowerSchool Group LLC

Directions:
• Enter Item name, e.g., Allaboutmath License
• Check whether item is required or optional
• Enter Description. This could be anything to help in understanding of item, e.g., perpetual license, length of term.
• Enter the unique Item #
• Enter the Educational List Price (MSRP)
• Enter the WLS Discount % you are offering, taking into account the 3% WLS Admin Fee
• The Customer Price will be automatically calculated
• Add more rows as needed

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Description</th>
<th>Req.</th>
<th>Opt.</th>
<th>Educ List Price</th>
<th>WLS Disc %</th>
<th>WLS Customer Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Schoology LMS Enterprise Subscription (Building Minimum)</td>
<td>1 to 500 Students</td>
<td>X</td>
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<td>$8.00</td>
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<tr>
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<td>Onboarding and Training Pkg for LMS</td>
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<td>Onsite Training Per Day</td>
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<td>Additional Onboarding Services</td>
<td>Web Training Per Hour</td>
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<td>Additional Onboarding Services</td>
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<td>Project Consulting Per Hour</td>
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<td>0%</td>
<td>$200.00</td>
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<td>Support (minimum subscription requirements apply)</td>
<td>Premium Support (20% of Annual Subscription)</td>
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<td>0%</td>
<td></td>
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<td></td>
<td>Support (minimum subscription requirements apply)</td>
<td>Premium Plus Support (30% of Annual Subscription)</td>
<td>X</td>
<td>0%</td>
<td></td>
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</tbody>
</table>
Amendment to Agreement #WLS287

Between

PowerSchool

And

Washington Learning Source

Amendment #3

This Amendment to the Agreement signed 12/14/2020, entered into by and between Washington Learning Source and Schoology, Inc. is hereby amended as follows:

☐ Add products (see attached)
☐ Change prices (see attached)
☒ Renew
     Extend contract to ___ 12/14/2022 ___
☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source

[Signature]
WLS Director
Date: 11/23/21
Superintendent or Designee

[Signature]
Date: 11/29/2021

PowerSchool

[Signature]
PowerSchool
Date: 11/23/21

PSESD Business Office Use Only

[Signature]
Business Office
Date: 11/24/21
Amendment to Agreement #WLS287

Between

PowerSchool

And

Washington Learning Source

Amendment #4

This Amendment to the Agreement signed 12/14/2020, entered into by and between Washington Learning Source and Schoology, Inc. is hereby amended as follows:

☐ Add products (see attached)
☒ Change prices (see attached)
☒ Renew
    Extend contract to 12/14/2023
☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source

[Signature]
Dec 4, 2022

WLS Director

Jolli Valentino
Superintendent or Designee

Dec 14, 2022

PowerSchool

[Signature]
Dec 16, 2022

VP Treasurer

[Signature]
Dec 7, 2022

PowerSchool

[Signature]
Dec 7, 2022
Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"REVIEW & SUBMIT: WLS287 Powerschool Schoology Amendment 4" History

Document created by Joanne Tsoi (jtsoi@pssed.org)
2022-12-03 - 0:04:17 AM GMT

Document emailed to Angela Bolam (abolam@pssed.org) for approval
2022-12-03 - 0:12:09 AM GMT

Email viewed by Angela Bolam (abolam@pssed.org)
2022-12-03 - 1:02:59 AM GMT

Document approved by Angela Bolam (abolam@pssed.org)
Approval Date: 2022-12-05 - 3:51:29 AM GMT - Time Source: server

Document emailed to Philip Radmilovic (philip.radmilovic@powerschool.com) for approval
2022-12-05 - 3:51:30 AM GMT

Email viewed by Philip Radmilovic (philip.radmilovic@powerschool.com)
2022-12-05 - 5:17:42 AM GMT
REVIEW & SUBMIT: WLS287 Powerschool Schoology Amendment 4

Interim Agreement Report

Created: 2022-12-03
By: Joanne Tsol (jtsol@pssed.org)
Status: Out for Approval
Transaction ID: CBJCHBCAAABAAAn4Hf8MjpMU78S22KGONHR3bisQZLJ

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"REVIEW & SUBMIT: WLS287 Powerschool Schoology Amendment 4" History

Document created by Joanne Tsol (jtsol@pssed.org)
2022-12-03 - 0:44:17 AM GMT

Document emailed to Angela Bolam (abolam@pssed.org) for approval
2022-12-03 - 0:12:09 AM GMT

Email viewed by Angela Bolam (abolam@pssed.org)
2022-12-03 - 1:02:59 AM GMT

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Email viewed by Philip Radmilovic (philip.radmilovic@powerschool.com)
2022-12-05 - 5:17:42 AM GMT
## WLS Exhibit C - Product and Pricing Information

Vendor Name: PowerSchool Group LLC

**Directions:**
- Enter Item name, e.g., Alphabouth License
- Check whether item is required or optional
- Enter Description. This could be anything to help in understanding of item, e.g., perpetual license, length of term.
- Enter the unique Item #
- Enter the Educational List Price (MSRP)
- Enter the WLS Discount % you are offering, taking into account the 3% WLS Admin Fee
- The Customer Price will be automatically calculated
- Add more rows as needed

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<th>Item #</th>
<th>Item</th>
<th>Description</th>
<th>Req.</th>
<th>Opt.</th>
<th>Educ List Price</th>
<th>WLS Disc %</th>
<th>WLS Customer Price</th>
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