



Financial Services
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

7/2/2025

AMENDMENT NO. 8

CONTRACT TITLE: Integratable Learning Management System (ILMS)

CONTRACTOR

SUPPLIER ID

CONTRACT NO.

Severin Intermediate Holdings, LLC
dba PowerSchool, LLC
150 Parkshore Dr.
Folsom, CA 95630


1000038871

4400010012

By mutual agreement, Contract 44000010012 is amended to add the attached Permissions Agreement.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:  _____ Chief Accounting Officer
Signature Title

Jim Scrimshaw
Printed Name

05.28.2025
Date

DocuSigned by:

C14D4C9B3D15422
Michelle R. Pratt
Director

MRP/rt

DISTRIBUTION:
Contractor



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PERMISSION AGREEMENT

This Permission Agreement ("**Permission Agreement**"), effective as of the latest execution date, is subject to the Integratable Learning Management System (ILMS) contract 4400010012 (the "**MSA**") between PowerSchool Group LLC ("**PowerSchool**") and Fairfax County Public Schools ("**Tester**"). All capitalized terms used within and not otherwise defined shall have the meaning assigned in the MSA. By executing this Permission Agreement, Tester grants PowerSchool permission to enable access to a PowerSchool cloud environment to facilitate an evaluation by the Tester of PowerSchool's proprietary beta or trial products ("**Test Product**") for a projected 365 days. The actual number of days of the test may be updated by PowerSchool upon email notice to the appropriate primary contact listed for the Tester ("**Test Period**").

Upon expiration of the Test Period, Tester will cease evaluation of the Test Product and PowerSchool will, in its sole discretion, either a) remove Tester's access to the Test Product, or b) give Tester email consent to allow the Test Product to become part of the applicable PowerSchool Product previously licensed to Tester by PowerSchool under the MSA at no additional cost. An Amendment to the MSA must be agreed to and signed by both Parties prior to any costs being incurred for the continued use or integration of the Test Product into the licensed PowerSchool Products.

Proprietary Information. Tester and PowerSchool mutually acknowledge that any information regarding the Test Product and the Tester's proprietary environment, including but not limited to test results, are deemed proprietary and confidential information of the owning Party. To the extent permitted by Virginia law, as such both Parties agree not to use or disclose such confidential information without the prior written consent of the owner of such confidential information.

Feedback License. During the Test Period, Tester will provide PowerSchool with recommendations, suggestions, comments, or ideas to PowerSchool regarding the Test Product ("**Feedback**"). Tester hereby grants PowerSchool a broad, irrevocable, royalty-free, worldwide license to use the Feedback anonymously for any use PowerSchool deems necessary in its sole discretion. The Feedback will not contain any personal information or identity of the Tester or Tester's school.

Tester acknowledges that the Test Product is currently in development and shall not to be used in any production environment, without PowerSchool's prior consent. There may be circumstances where a portion of the Test Product integrates a previously launched PowerSchool product. The Tester agrees that unless the Tester has a separate production license for such PowerSchool product, it may not separately use the loaded Test Product in any production environment.



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This Permission Agreement shall be governed in accordance with the governing law listed in the MSA.

IN WITNESS of the agreement to these terms, each Party executes this Permission Agreement below.

POWERSCHOOL GROUP LLC

Signature: 

Printed Name: Jim Scrimshaw

Title: Chief Accounting Officer

Date: 05.28.2025

FAIRFAX COUNTY PUBLIC SCHOOLS

Signature: 

Printed Name: Michelle Pratt

Title: Director, Procurement

Date: 7/2/2025 | 5:08 PM EDT