



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

10/08/2024

AMENDMENT NO. 5

CONTRACT TITLE: Academic and Career Planning Resource System

CONTRACTOR
PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630

SUPPLIER ID
1000038871

CONTRACT NO.
4400011469

By mutual agreement, Contract 4400011469 is amended to include the attached Permission Agreement.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:	<div>DocuSigned by: <i>Cindy Dutra</i> 26FD01DB170E44E</div>	
	_____ Signature	_____ Title
	Cindy Dutra	9/11/2024
	_____ Printed Name	_____ Date
	<div>DocuSigned by: <i>Michelle Pratt</i> C14D4C9B7D85422</div>	
	_____ Michelle R. Pratt	
	Director	

MRP/rt

DISTRIBUTION:

Contractor
FCPS – Jean Welsh, Bijaya Devkota



PERMISSION AGREEMENT

This Beta Permission Agreement ("**Permission Agreement**"), effective as of the date of the last signature below, is subject to the existing Academic and Career Planning Resource System Contract number 4400011469, as amended, (the "**Agreement**") 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 Agreement. 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 the proprietary PowerSchool product entitled PowerBuddy for College and Career ("**Test Product**") for a projected 125 days after the date of the last signature below. 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 Agreement at no additional cost. An Amendment 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.



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

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

POWERSCHOOL GROUP LLC


Signature: 

Printed Name: Eric Shander

Title: President & CFO

Date: 08.30.2024

Fairfax County Public Schools

Signature: 

Printed Name: Michelle Pratt

Title: Director, Procurement

Date: 10/4/2024 | 6:24 PM EDT