Data Continuity Service ("DCS") Statement of Work

PowerSchool Student Information System

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Document Owner: Technical Solutions Group

This edition applies to Release 8.x of the PowerSchool software and all subsequent releases and modifications until otherwise indicated in new editions or updates.

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Introduction

The purpose of this Statement of Work is to outline and specify the services and support provided by the Technical Solutions Group ("TSG") in the fulfillment of the Data Continuity Service ("DCS") and address the roles and responsibilities of TSG and the school, district, or other entity subscribing to DCS ("Client").

Often confused with the PowerSchool Technical Support department, TSG is actually a services organization within PowerSchool tasked with offering self-hosted PowerSchool customers with a wide variety of technical products and services that combine to create solutions to varied information technology and software administration needs. TSG is staffed with experienced, educated, and industry-credentialed Systems Engineers located in nine states across two countries covering six different time zones.

The Data Continuity Service provides PowerSchool customers with an automated backup of their PowerSchool/Oracle files and securely transfers the encrypted files to a remote off site storage location. The DCS solution provides clients the ability to recover PowerSchool/Oracle files needed to restore a PowerSchool instance following an irretrievable loss of data or catastrophic event at their local datacenter.

The Data Continuity Service also includes remote Data Migration / Server Restoration services to restore your Production PowerSchool instance in the event of a catastrophic occurrence that leaves your Production PowerSchool instance unrecoverable. The Technical Solutions Group ("TSG") will provide remote services to restore your Production PowerSchool instance utilizing the data retained with the Offsite Data Backup process. The Data Continuity Server also includes monitoring of the PowerSchool Backup process.

1. Offsite Data Backup

- Automated nightly compression, encryption, and transfer of the Oracle nightly data pump export file to a secure remote location
- Automated weekly compression, encryption, and transfer of the PowerSchool Student pictures folder and Custom folder to a secure remote location
- AES 256-bit double encryption of PowerSchool/Oracle files before they are transferred.
- All data centers employ state-of-the-art security and are SAS70 certified.
- 365 days of retention (or longer by negotiation)

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2. Backup Monitoring

- The Technical Solutions Group will install a TSG proprietary Data Continuity Service monitoring agent on the Production PowerSchool Database Server.
- Monitoring of the nightly Oracle backup process
- Monitoring of the Oracle application logs for error which impact the Oracle nightly data pump
- Monitoring of the success of the compression, encryption, and uploading of files to the remote TSG facility for the Offsite Data Backup process.
- Pro-active response and intervention to issues with the nightly and offsite backup identified by our monitoring protocols
- Telephone, email, and Self Service Port escalations <u>directly</u> to TSG (Monday – Friday from 5:00 AM – 5:00 PM Pacific) regarding any concern involving the PowerSchool backup components and processes

3. Data Migration / Server Restoration

- Pro-active response and intervention to issues with the nightly and offsite backup identified by our monitoring protocols
- Telephone, email, and Self Service Port escalations <u>directly</u> to TSG (Monday – Friday from 5:00 AM – 5:00 PM Pacific Time) regarding any concern involving the PowerSchool backup components and processes

Introduction

Offsite Data Backup

DCS provides clients with an automated backup of their PowerSchool and Oracle files and securely transfers them to a remote storage location provided by TSG. This backup consists of and is provided via the Oracle data pump utility, and is used to take a point-in-time snapshot of the database.

This capability provides the ability to recover the files needed to quickly restore a PowerSchool instance following an irretrievable loss of data. Clients may contact TSG to perform the restoration process. This service includes the following features:

- Automated backup of PowerSchool and Oracle files
- AES 256-bit double encryption of PowerSchool and Oracle files before they are transferred
- Automated secure transfer of data to a secured remote SAS70certified data center employing state-of-the-art security
- Retention of each day's backup file for 1 year (365 days calendar days). Longer retention terms are available by negotiation.
- PowerSchool Administrators will be notified of any alerts regarding the status of nightly backups and the health of the Client's backup files

1. TSG Responsibilities

- 1. TSG will monitor the success of the nightly Oracle data pump that is used to create the local backup.
- 2. TSG will utilize Oracle data pump export(s) to capture Oracle data that will be retained in the remote TSG facility for the Offsite Data Backup process.
- 3. Oracle data pump export files will be compressed, encrypted, and uploaded to a remote TSG facility on a daily basis for the Offsite Data Backup process.
- 4. The Student pictures folder and Custom folder will be compressed, encrypted, and uploaded to a remote TSG facility on a weekly basis for the Offsite Data Backup process.
- 5. TSG will monitor the success of the compression, encryption, and uploading of files to the remote TSG facility for the Offsite Data Backup process.
- 6. TSG will retain file(s) within the remote TSG facility for the Offsite Data Backup process for up to 365 days or other pre-negotiated period of time.
- 7. In the event the Offsite Data Backup is unsuccessful, TSG will respond within one (1) hour to rectify the issue Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays.

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- 8. In the event the offsite data needs to be applied, TSG will respond within one (1) hour to begin downloading the current or desired Oracle data pump file and Oracle data pump file import Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding US holidays.
- 9. In the event the offsite data needs to be applied, TSG will respond to the Client's request, download the current or desired Oracle data pump file, import the Oracle data pump file to the local Oracle instance of PowerSchool, and test access to local PowerSchool instance.

2. Client Responsibilities

It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client.

- 1. The Offsite Data Backup process will export an Oracle data pump file, compress, encrypt, and transfer a copy of the file on a nightly basis typically between 3:00 AM and 7:00 AM Local Client Time depending upon the potential for bandwidth constraints and other conflicts. The Client shall avoid scheduling infrastructure cloning, batch loading of data, or other processes impacting the availability of application and database assets or the state of data during this time.
- 2. The Offsite Data Backup process will compress, encrypt, and transfer a copy of the Student pictures folder and Custom folder on a weekly basis between 3:00 AM and 7:00 AM Local Client Time. The Client shall avoid scheduling the loading or modification of photos, manipulation of custom objects, or other processes impacting the availability of these elements during this time.
- 3. The Offsite Data Backup process will retain file(s) within the remote facility for up to 365 days. All Offsite Data Backup file(s) older than 365 days will be purged from TSG's systems unless otherwise negotiated.
- 4. TSG is not responsible for the integrity of Oracle data within the Oracle data pump export(s) that are used for the Offsite Data Backup process.
- 5. The schedule of the Offsite Data Backup process is determined by TSG and may not be modified in any way by the Client.
- 6. In the event the offsite data backup needs to be applied, the Client will submit a request to **TSG** with the date the restoration is to be completed and the date of the desired Oracle data pump file to be used for the restore.

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- 7. In the event the Offsite Data Backup needs to be applied, the Client will identify a Primary Technical Contact that will work with TSG throughout the restoration process.
- 8. The Client will open firewall ports necessary (port 443) for the use of the Offsite Data Backup process.
- 9. The Client will ensure the database server is allowed access to the Internet on port 443.
- 10. In the event the offsite data needs to be applied, TSG will restore the current or desired Oracle data pump file to the local instance of PowerSchool and test access to the local PowerSchool instance.
- 11. All data restoration events will use the Oracle data pump file, which represents a point-in-time snapshot of the data.
- 12. Services included with the Offsite Data Backup process do not include restoring data from Oracle redo logs or the Oracle Flash Recovery Area.
- 13. Services included with the Offsite Data Backup process do not include services for point-in-time recovery methods using Recovery Manager (RMAN).
- 14. The PowerSchool server(s) must be running PowerSchool 8.x and Oracle 12 or later to participate in the Data Continuity Service (DCS) Offsite Data Backup.

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Backup Monitoring

TSG provides 24/7/365 real-time monitoring of the PowerSchool backup process resulting in ongoing oversight of the PowerSchool backups and offsite backup file transfer. The monitoring is passively configured so as to eliminate any potential influence that the act of monitoring might otherwise have on the performance of the individual components or their collective contribution to the operation of the environment. TSG specifically monitors the following components to minimize service disruptions and maintain a high level of availability and productivity:

- The success of the nightly Oracle data pump
- The Oracle application logs for error which impact the Oracle nightly data pump
- The of the success of the compression, encryption, and uploading of files to the remote secure facility for the Offsite Data Backup process.

1. TSG Responsibilities

- TSG will install monitoring software agents on each PowerSchoolrelated component that is covered under the DCS offering.
- TSG will be responsible for configuring the monitoring agents to alert TSG personnel in the event a monitoring alert is triggered.
- TSG will respond to all alerts within one (1) hour of its transmission during extended hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays.
- In the event a monitoring alert is triggered, TSG will open an DCS Support Case within PowerSource, make it visible to the designated primary point of contact for the Client, investigate the alert, and notify the Client of the problem and its intended time and nature of resolution.
- If the monitoring event is directly related to the PowerSchool or Oracle application, TSG will open a support case with PowerSchool Technical Support on the Client's behalf. The Client will then be responsible to work directly with the PowerSchool Technical Support department to rectify the issue.

2. Client Responsibilities

It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client's staff:

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- 1. The Client will provide TSG with an infrastructure-level administrative account to perform the services listed within this agreement. This account can be disabled when services are not being delivered.
- 2. The Client will provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all support-related infrastructure components
- 3. The Client will perform any firewall configurations to provide TSG with access necessary to perform the services listed within this agreement.
- 4. The Client will provide TSG with updated documentation on any infrastructure-related configuration changes that occur during the DCS term, including additional applications, additional servers, network protocol schemes, naming conventions, LAN/WAN diagrams, directory services, etc.
- 5. The Client will contact the hardware manufacturer directly to rectify the need to replace any faulty hardware or related components.
- 6. The Client will escalate any concerns regarding the components being monitored during the hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays unless otherwise specified or negotiated.
- 7. The Client will work directly with PowerSchool Technical Support in the event that TSG determines that a potential issue (arising from the monitoring of PowerSchool and Oracle) is outside the scope of DCS.
- 8. Client will be responsible for paying additional fees if the growth of the Client's enrollment or their needs extend beyond the scope of DCS.
- 9. Client will ensure that the PowerSchool server(s) is/are running PowerSchool 8.x and Oracle 12 or later in order to participate in the Environment Monitoring service of DCS.

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Data and Server Migrations and Restorations

DCS includes the facilitation of data transfers in order to meet a variety of needs and circumstances. These include planned expansions of, or migrations to, new physical or virtual hardware, the population of data to a secondary instance, or the periodic transfer of data from a production environment to a test, training, or other non-production instance. In the event of an emergency, DCS also provides for the restoration of an instance corrupted by hardware failure or user error via the use of a backup datafile to be deployed in full rather than to recover specific elements of data.

1. TSG Responsibilities

- 1. TSG will provide up an unlimited number of server migrations, data restorations, and data refreshes during the twelve (12)-month DCS term.
- 2. Should a restoration event be invoked, TSG will respond to the Client's request within one (1) hour during TSG's extended business hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays.
- 3. Should a restoration event be invoked, the event will be scheduled and performed as quickly as technically feasible during hours of DCS coverage, as established by TSG, unless off-hour services have been negotiated.
- 4. Should an event unrelated to a data restoration be invoked, TSG will respond to the Client's request within one (1) hour during TSG's extended business hours for DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding US holidays.
- 5. Should a migration event be invoked, the event will be scheduled and performed during hours of DCS coverage, as established by TSG, using the standard two (2) business-day service window unless off-hour services have been negotiated.
- 6. Should a data refresh event be invoked on-demand, the event will be scheduled and performed at a date and time of the Client's choosing according to TSG availability. Automated refresh events will be completed per the agreed-upon schedule.

2. Client Responsibilities

It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client.

- The Client will submit requests for a data or server migration, or data restoration to TSG with the date and nature of the event being requested.
- 2. The Client will identify a Primary Technical Contact that will work with TSG throughout the event.
- 3. The Client will provide TSG with a Primary Technical Contact to assist with onsite tasks that require physical intervention into the event process.
- 4. The Client will ensure the target environment meets all of the minimum system requirements for the relevant PowerSchool version release being applied.
- 5. The Client will understand that data and server migration and restoration event processes will utilize the Oracle Data Pump utility and associated files to move and/or restore Oracle data.
- 6. The Client will be responsible to test PowerSchool access and functionality once the data and server migration and restoration event has been completed. Should the Client encounter an inability to access the PowerSchool instance or believe that data may be missing, the Client will be responsible for contacting **TSG** within one (1) business day of the completion of the data and server migration and restoration event.
- 7. The client will understand that TSG shall not be held responsible for the introduction of any conflict into the Client's traditional use of the functionality provided by PowerSchool or the Client's own efforts.
- 8. The client will understand that TSG makes no warranties against an updated version's influence on the visibility of data or the continued access to, or use of customizations. Questions should be directed to the PowerSchool Technical Support department.
- 9. The Client will understand that data and server migration and restoration events do not include any services relating to the installation or configuration of SIF agents or components.

Contacting TSG

TSG has established a process for DCS clients to use in order to ensure a timely response to DCS support and service requests. When the Client contacts TSG, a TSG Systems Engineer will be assigned to assist the Client with the request. The Systems Engineer will have access to documentation capturing the technical information related to the Client's PowerSchool environment and an archive of previous support issues and requests.

The three primary methods for requesting service or support are as follows:

Email

To receive support or request services by email, the Client should direct their requests to TSG at **tsghelpdesk@powerschool.com**. The PowerSchool Customer Number should be referenced in the Subject Line for fastest processing.

Telephone

To receive support or request services by telephone, the Client should call 1.866.434.6276 or 1.916.288.1881, and select the option #6 for "EMS, DCS and ITSS." The PowerSchool Customer Number should be ready to be provided to the responding TSG Systems Engineer.

PowerSource Self-Service Portal

To receive support via the Self Service Portal of PowerSource, the Client should visit **PowerSource**, navigate to Support, and submit a new case.

1. Hours of Operation

 Standard hours of TSG operations are Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding US holidays.

Note: Typically, the Client will be contacted within the targeted response time noted above. However, call volume may impact our targeted response time. Pre-scheduled off-hours support is available at an additional cost.

2. Client Escalation Procedure

The following procedure will be observed if resolution is required to a conflict arising during the performance and fulfillment of this offering:

If TSG cannot provide resolution or indicate the appropriate path to resolution within two (2) business days from receipt of the support request, the Client's Primary Contact can contact Josh P. Brones, Director of the Technical Solutions Group via email with the details of the situation and desired escalation. Josh P. Brones, Director of the

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Technical Solutions Group via email with the details of the situation and desired escalation.

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