

Enterprise Management Service (EMS) for Non-Production Instances Statement of Work

PowerSchool
Student Information System

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This edition applies to Release 8.x of the PowerSchool software and to 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 the scope of the services provided by the PowerSchool Technical Solutions Group ("TSG") as well as address the roles and responsibilities of the client for the provision of EMS for non-production instances.

The Enterprise Management Service (EMS) is a complete comprehensive solution that manages and maintains the technical aspects of a client's self-hosted PowerSchool environment and provides complete coverage of the client's PowerSchool environment in the following areas:

1. PowerSchool Environment Monitoring

- Real-time monitoring of PowerSchool application logs
- Real-time monitoring of Oracle application logs
- Real-time monitoring of Server hardware for performance and faulty hardware
- Real-time monitoring of Microsoft Windows® Operating System logs and resource utilization

2. PowerSchool Software Update Service

- Choice of Automated or On-Demand distribution and installation of all PowerSchool version updates and PowerSchool Oracle updates
- Choice of Automated or On-Demand distribution and installation of all PowerSchool State Reporting Code (SRC) updates
- Choice of Automated or On-Demand distribution and installation of Microsoft Windows® operating system-related updates

3. Production to Non-Production Data Refreshes

- Services to apply a copy of self-hosted or PowerSchool-hosted production data to the non-production self-hosted PowerSchool instance (Automated or On-Demand)

4. Server Restoration and Server Migrations

- Remote assistance with PowerSchool and Oracle data restorations or server migrations

5. PowerSchool Infrastructure Support

- The agreement provides remote phone support Monday through Friday from 4:00 AM to 9:00 PM US Pacific Time and Saturdays and Sundays from 7:00 AM – 6:00 PM Pacific Time (excluding PowerSchool holidays) for the PowerSchool infrastructure components such as hardware configurations and third party software configurations.

PowerSchool Environment Monitoring

1. PowerSchool Environment Monitoring

TSG will provide 24/7 real-time PowerSchool Environment Monitoring of the PowerSchool environment. The PowerSchool Environment Monitoring features of EMS provides monitoring of essential PowerSchool components including the server hardware, Microsoft Windows® environment, and PowerSchool application to ensure all components are operating in a fully optimized state.

The 24/7 real-time PowerSchool Environment Monitoring specifically monitors the following components to minimize disruptions and maintain a high level of productivity:

Server Hardware Monitoring
<ul style="list-style-type: none"> ▪ Physical hard drive status and monitoring for faulty hardware ▪ Hardware RAID controller status and monitoring for faulty hardware ▪ Network Interface Card status and monitoring for faulty hardware ▪ Power supply status and monitoring for faulty hardware ▪ Physical RAM status and monitoring for faulty hardware
Microsoft Windows® Monitoring
<ul style="list-style-type: none"> ▪ Microsoft Windows® Server Event Log errors for PowerSchool services ▪ Microsoft Windows® disk storage ▪ Microsoft Windows® Updates ▪ CPU and memory utilization ▪ Disk I/O utilization
PowerSchool Application Monitoring
<ul style="list-style-type: none"> ▪ PowerSchool / PowerTeacher Network service status ▪ ReportWorks Network service status ▪ Oracle Network service(s) status ▪ PowerSchool Tomcat application logs ▪ Oracle application logs ▪ Oracle backup status ▪ PowerSchool website availability

1. TSG Responsibilities

1. TSG will install its monitoring software agents on each PowerSchool-related component that is covered under the EMS contract.
2. TSG will be responsible for configuring the monitoring agents to alert TSG personnel in the event a monitoring alert is triggered.
3. In the event a monitoring alert is triggered, TSG will open a case within PowerSource, investigate the alert, and notify the client of the problem and its resolution.
4. 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 work directly with the PowerSchool Technical Support department to rectify the issue.
5. TSG will respond to all triggered alerts within one (1) hour during EMS hours of coverage Monday through Friday from 4:00 AM to 9:00 PM US Pacific Time and Saturdays and Sundays from 7:00 AM – 6:00 PM Pacific Time (excluding PowerSchool Holidays).

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.

1. Provide TSG with infrastructure-level administrative accounts to perform the services listed within this agreement. This account can be disabled when support services are not being delivered
2. Provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all support related infrastructure components
3. Perform any firewall configurations to allow TSG personnel access to perform the services listed within this agreement
4. Provide TSG with updated documentation on any infrastructure related configuration changes that occur during the support term, including: additional applications, additional servers, network protocol schemes, naming conventions, LAN/WAN diagrams, directory services, etc.
5. All hardware replacement will be handled directly by the manufacturer. It is the responsibility of client personnel to contact the hardware manufacturer to rectify the need for faulty hardware replacement.
6. While systems are being monitored 24/7, TSG will respond to monitoring alerts during normal EMS business hours of Monday through Friday from 4:00 AM to 9:00 PM US

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Pacific Time and Saturdays and Sundays from 7:00 AM – 6:00 PM Pacific Time
(excluding PowerSchool holidays).

7. If TSG is notified of a potential issue as a result of PowerSchool and Oracle application monitoring, TSG will open a support request on the client's behalf with PowerSchool Technical Support.
8. Hardware monitoring will utilize the system OS event logs unless advanced tools made available by the manufacturer (Dell OpenManage Systems Management, Dell Server Administrator, HP System Management, etc) have been installed by the client.
9. The client will be responsible for paying additional EMS fees if new PowerSchool components are added to EMS monitoring.
10. Any expansion to the existing PowerSchool environment via the inclusion of additional components is not included in the EMS service, and all services related to a new installation, deployment, or configuration of the PowerSchool / Oracle applications will be provided for additional fees.
11. The PowerSchool server(s) must be running PowerSchool 8.x or later to participate in EMS PowerSchool Environment Monitoring.

PowerSchool Software Update Service

As part of EMS, clients can take advantage of the PowerSchool Software Update Service which provides remote services to apply all subsequent PowerSchool version updates, all PowerSchool-related Oracle updates, all PowerSchool State Reporting Code (SRC) updates, as well as applicable Microsoft third party software updates supporting PowerSchool.

This capability provides clients the assurance that their PowerSchool environment is up to date with the latest PowerSchool and third party updates. This service includes the following features:

- Choice of automated or On-Demand distribution and installation of PowerSchool version release updates
- Choice of automated or On-Demand distribution and installation of PowerSchool State Reporting Code (SRC) updates
- Choice of automated or On-Demand distribution and installation of PowerSchool-related Oracle updates
- Choice of automated or On-Demand distribution and installation of Microsoft Windows® operating system updates

The PowerSchool Software Update Service ensures the non-production PowerSchool instance(s) are running the same PowerSchool version release as the production instance.

1. TSG Responsibilities

1. For automated distribution and installation of updates, all applicable updates will be applied during the PowerSchool Environment Update Maintenance Window. The PowerSchool Environment Update Maintenance Window will be used to apply PowerSchool version release updates, PowerSchool State Reporting Code (SRC), Oracle updates, and Microsoft Windows® operating system updates.
2. TSG will apply all software updates to a PowerSchool-provided offsite PowerSchool environment prior to applying any updates to the client's PowerSchool environment to test our update processes.
3. The client will be notified via a PowerSource Tech Note as to the date when TSG will begin to apply the specific update to EMS clients that have chosen automated distribution and installation of updates. Note that this date does not

obligate the TSG to perform all updates at that time, but rather, indicates when TSG will begin the deployment process for the EMS client community.

The PowerSchool Technical Solutions Group will notify the EMS Technical Contact(s) via email within one (1) business day of the date that updates will be applied to the client's environment during the PowerSchool Software Update Service maintenance window. TSG reserves the right to delay or otherwise cancel the deployment of specific versions if circumstances render such an action necessary. The client will be notified of such a decision as it is made.

4. TSG will install the most current release of the PowerSchool and Oracle application as part of the PowerSchool Software Update Service unless a specifically desired release is requested in writing. Each PowerSchool and Oracle version release will typically be applied within five (5) business days of the version release date during the PowerSchool Software Update Service maintenance window of Monday through Friday from 4:00 PM to 6:00 PM Local Client Time (excluding US PowerSchool holidays.)
5. TSG will apply the most current release of the PowerSchool State Reporting Code (SRC) updates as part of the PowerSchool Software Update Service unless a desired release is specified in writing. Each PowerSchool State Reporting Code (SRC) update will be applied within five (5) business days of the PowerSchool State Reporting Code (SRC) update release date during the PowerSchool Software Update Service maintenance window of Monday through Friday from 4:00 PM to 6:00 PM Local Client Time (excluding US PowerSchool holidays.)
6. TSG will be responsible to ensure that the PowerSchool application is in an available state (as indicated by the presence of a logon screen) once all applicable software updates have been applied.
7. The PowerSchool Technical Solutions Group will notify the EMS Technical Contact(s) via email once all applicable software updates have been applied and the PowerSchool Software Update Service maintenance window has been completed.
8. TSG will notify the EMS Technical Contact(s) via email if issues arise during the upgrade that will prolong the PowerSchool Software Update Service maintenance window.
9. TSG may create an administrative level account within PowerSchool named, "TSG" for testing purposes

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 client is responsible for notifying TSG of their desire for Automated or On-Demand distribution of software updates via the EMS Activation Checklist.
2. If choosing to not have updates applied automatically, the client must submit a PowerSchool Software Update Service request on PowerSource for each and every update request covered by the PowerSchool Software Update Service.
3. The most current release of the PowerSchool application will be installed as part of the PowerSchool Software Update Service unless a desired release is specified within the PowerSchool Software Update Service request submitted by the client.
4. The client is to review all Release Notifications related to the version of PowerSchool being installed and fully understand the implications (benefits and impact on current operations) introduced as a result of the update. Questions or issues concerning the update's influence on the visibility to client data or the continued access to, or use of, customizations should be directed to the PowerSchool Technical Support department.
5. The services included within the scope of this offering do not include any services related to the installation or configuration of any other third party applications that have direct access to the PowerSchool or Oracle resources. Questions or issues concerning the configuration of other application configurations should be directed to the appropriate technical support department that is affiliated with the particular application in use.
6. TSG is not affiliated with the PowerSchool Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of a PowerSchool configuration or update performed by TSG. Clients with questions of this nature will be instructed to contact the PowerSchool Technical Support department.
7. The installation or upgrade of PowerSchool and Oracle within the scope of this offering does not include any services related to modifications that may be needed to current custom pages to be compatible with the PowerSchool version being applied. Custom page compatibility and modifications should be directed to the PowerSchool Product Tailoring department for fee-based consultative services.

8. The PowerSchool Software Update Service will require bringing the
PowerSchool Software Update Service

PowerSchool application and its environment components off line during the PowerSchool Software Update Service maintenance window to apply updates and restart services. It will be responsibility of the client to notify their users of the outage. Note: The EMS Technical Contact(s) will be notified via email within one (1) business day of the date that updates will be applied to the client's environment during the PowerSchool Software Update Service maintenance window.

9. For automated distribution and installation of updates, all applicable Microsoft Windows[®] operating system updates will be applied during the PowerSchool Environment Update Maintenance Window that is scheduled for a PowerSchool version release update. This process ensures a limited amount of downtime for the client's PowerSchool users.
10. During the PowerSchool Software Update Service maintenance window your PowerSchool server(s) may require a restart. It will be the client's responsibility to ensure no USB drives or other bootable devices are attached to the PowerSchool server(s) that can cause issues during the reboot process.
11. TSG is not responsible for any PowerSchool version updates that fail due to third party applications or interfaces being run against the PowerSchool database that prohibit the update of the PowerSchool application.
12. In the event a PowerSchool version update fails, TSG will reinstall the previous version of PowerSchool and Oracle and apply the last known good Oracle data pump file to repopulate the database.
13. If the PowerSchool server(s) covered by the EMS agreement is/are configured as members of an Active Directory environment, the Domain User account used to logon to the EMS covered PowerSchool server(s) must belong to local EMS-covered PowerSchool server(s) Administrators Group.
14. If the PowerSchool server(s) covered by the EMS agreement is/are configured as members of an Active Directory environment, the PowerSchool server(s) and the Domain Users must have the ability to run scripts within the Windows 2008 R2 or Windows 2012 R2 PowerShell.
15. Clients that have selected automated distribution and installation of updates can choose to have PowerSchool Software Update Service components updated at any time by submitting a PowerSchool Software Update Service request on PowerSource.
16. PowerSchool Software Update Service component updates do not include any services related to the installation / configuration / upgrade of SIF agents or components.
17. The client will notify its PowerSchool user community that PowerSchool will be unavailable during the PowerSchool Environment Update Maintenance Window.
18. The PowerSchool server(s) must be running PowerSchool 8.x or later to

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participate in the Enterprise Management Service (EMS) PowerSchool Software
Update Service.

Production to Non-Production Data Refresh

EMS provides clients with an automated or On-Demand service to securely transfer a copy of their production data to their self-hosted non-production instance. Once the production data has been securely transferred to the self-hosted environment, it is then applied to the non-production PowerSchool instance(s).

This capability provides clients the ability to replicate hosted production data to their self-hosted non-production server. This service includes the following features:

- Export of the Production PowerSchool and Oracle data
- AES 256-bit double encryption of PowerSchool/Oracle data to be transferred to a secured remote data center
- Secure transfer of PowerSchool/Oracle data to the self-hosted non-production PowerSchool instance(s)
- Import the production PowerSchool and Oracle data to the self-hosted non-production PowerSchool instance(s)
- Data centers: All data centers employ state-of-the-art security and are SAS70-certified.

1. PowerSchool Responsibilities

1. TSG will utilize Oracle data pump export(s) to capture Oracle data that will be utilized for the data refresh process.
2. Oracle data pump export files will be compressed, encrypted, and uploaded to a remote TSG facility for the data refresh process.
3. TSG will monitor the success of the compression, encryption, and uploading of files to the remote PowerSchool facility for the data refresh process.
4. During the data refresh process, TSG will import a copy of the production PowerSchool data to the self-hosted non-production PowerSchool instance.
5. TSG will be responsible to ensure that the non-production PowerSchool application is in an available state (as indicated by the presence of a logon screen) once the data refresh has been applied.

2. Client Responsibilities

It will be the responsibility of the client to ensure each of the following items are understood

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and addressed by the client.

1. The Automated data refresh will occur on weekly basis every weekend beginning on Friday at 5:00 PM Local Client Time (excluding US PowerSchool holidays).
2. The schedule of data refresh and files selected for data refresh are determined by TSG and may not be modified in any way by the District.
3. Ensure firewall/content filtering allows the PowerSchool server(s) to initiate outgoing communications on ports 80 and 443.
4. To request an On-Demand data refresh, the client will submit a request to myEMS@powerschool.com.
5. The client will ensure the self-hosted non-production PowerSchool database server is allowed access to internet on port 443
6. All data refresh events will use the Oracle data pump file, which represents a point-in-time snapshot of the data.

Server Restoration/Server Migration

EMS also includes assistance with PowerSchool Server Restorations and Server Migrations.

The Server Restoration service includes reinstalling the PowerSchool and Oracle application on the self-hosted Non-Production server as well reapplying PowerSchool and Oracle data.

The Server Migration service includes installing the PowerSchool and Oracle application on a new self-hosted Non-Production server to replace an existing self-hosted non-production server.

TSG will provide up an unlimited number of server migrations, data restorations, and data refreshes during the twelve (12)-month EMS term.

1. TSG Responsibilities

1. TSG will provide up an unlimited number of server migrations, data restorations, and data refreshes during the twelve (12)-month EMS term. In the event a Server Restoration / Server Migration event is invoked, the PowerSchool Technical Solutions Group will respond to the client's request within one (1) hours during normal business hours.
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 EMS coverage Monday through Friday from 4:00 AM to 9:00 PM Pacific Time and Saturdays and Sundays from 7:00 AM to 6:00 PM Pacific Time 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 EMS 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 EMS coverage Monday through Friday from 4:00 AM to 9:00 PM Pacific Time and Saturdays and Sundays from 7:00 AM to 6:00 PM Pacific Time excluding US holidays.
5. Should a migration event be invoked, the event will be scheduled and performed during hours of EMS 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
Server Restoration / Server Migration

and addressed by the client.

1. 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. Provide TSG with a Primary Technical Contact to assist with onsite tasks that would require physical interaction with Server Restoration / Server Migration event process.
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.

PowerSchool Infrastructure Support

TSG will provide remote support for the following infrastructure configurations as it **pertains to the identified PowerSchool products**. The items listed below are for direct support of the client's PowerSchool application and do not include support for items outside of the PowerSchool application.

Server Hardware Configurations
<ul style="list-style-type: none"> ▪ Hardware disk subsystem configurations ▪ Server attached hardware peripheral configurations ▪ Direct attached SCSI / SAS storage devices
Microsoft Windows® Configurations
<ul style="list-style-type: none"> ▪ Windows Server system settings ▪ Windows Server Event Log errors ▪ Windows Server network settings ▪ Windows Server services
Third Party System Protection Configurations
<ul style="list-style-type: none"> ▪ Symantec™ Antivirus configurations ▪ Other third party data protection configurations
Virtualization Configurations
<ul style="list-style-type: none"> ▪ Virtual Machine configurations ▪ Host resource configurations ▪ Host management configurations
SSL Configurations
<ul style="list-style-type: none"> ▪ SSL / Application configurations ▪ Certificate renewals

***Note: All hardware replacement will be handled directly by the manufacturer. It is the client's responsibility to contact the hardware manufacturer directly to rectify any faulty hardware replacement.**

1. TSG Responsibilities

1. In the event an EMS support request is received, TSG will open a case so the client may have visibility to the status of the situation.
2. In the event an EMS request is received, TSG will respond to the client's request within one (1) hour during normal EMS business hours of Monday through Friday from 4:00 AM to 9:00 PM US Pacific Time (excluding US PowerSchool holidays).
3. TSG will notify the client once the EMS request has been rectified.

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. Only client personnel listed as a PowerSchool Technical Contact may request support and service.
2. All support request tasks will be performed during normal business hours unless otherwise specified.
3. Contact TSG via the three primary methods for requesting service or support as outlined in the next section.
4. All services within the support offering are to be delivered remotely unless otherwise specified. Onsite support services are available at an additional cost.
5. Support requests may require bringing the PowerSchool application and its environment components off line while troubleshooting a support incident.
6. Provide the PowerSchool Technical Solutions Group with one or more infrastructure level administrative accounts to perform the support request.
7. While TSG will make every effort to rectify the support request, TSG cannot guarantee a resolution for environments that were not originally integrated by TSG.
8. Notify TSG prior to making any configuration updates that may have a direct impact on the monitored infrastructure components. This would include changes or updates to incorporate additional servers, server repurposing, network protocol schemes, naming conventions, LAN/WAN schemes, directory services, load balancing solutions, VMware virtualization changes, and any software product updates. Documentation capturing the nature and extent of any modifications shall be provided to TSG by the customer in writing.
9. All hardware replacement will be handled directly by the manufacturer. It is the client's responsibility to contact the hardware manufacturer to rectify any faulty hardware replacement.
10. Services within this agreement do not include adding any new components to the existing environment or integration related tasks. Integration related services can be obtained for an additional fee.
11. The support services listed within this document are for the support of the infrastructure specifically configured for, or utilized by, the PowerSchool application. It does not include support for aspects of the infrastructure utilized by non-PowerSchool Applications.

12. The PowerSchool Infrastructure Support services do not replace PowerSchool
PowerSchool Infrastructure Support

Technical Support. It is the client's responsibility to contact the PowerSchool Technical Support department for support assistance directly related to the configuration / functionality of the PowerSchool and Oracle applications.

13. The client will be responsible to ensure adequate Information Technology administrative staff is in place to provide support for normal day to day operations of the infrastructure that are not included with the EMS coverage including monitoring of network performance, server infrastructure, infrastructure integrity, and system data protection and recovery.
14. Ensure compliance with all aspects of the minimum system requirements for the supported PowerSchool application of the current version installed.
15. The District will be responsible to pay additional EMS fees if additional PowerSchool components are added to EMS Infrastructure Support.

Contacting TSG for EMS Support

TSG has established a support process to ensure a timely response to the client's EMS support and service requests. When the client contacts TSG, a Systems Engineer will be assigned to assist the client with the request. The Systems Engineer will have access to documentation about the client's network configuration and a log of previous support issues and requests.

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

1. Email

To receive support or request services by email requests should be sent to the TSG Help Desk (myEMS@powerschool.com). The Client Number should be referenced in the subject line when requesting support.

1. Phone

For service, clients should call 866-434-6276 or 1-916-288-1881 and have the Client Number ready. Option #6 for "EMS, DCS and ITSS" should be selected when prompted.

2. PowerSource Self-Service Portal

Requests for support or services can be made online by posting cases to the Self-Service Portal found at <https://support.powerschool.com>.

1. Hours of Operation

- Enterprise Management Service (EMS) is available Monday through Friday from 4:00 AM – 9:00 PM US Pacific Time and Saturdays and Sundays from 7:00 AM – 6:00 PM Pacific Time (excluding US PowerSchool holidays).
- Each component of the Enterprise Management Service (EMS) has its own defined targeted response time. The targeted response time for all other support requests is (1) hour during normal business hours.

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 of this offering:

- If TSG cannot provide resolution or path to resolution within two (2) business days from receipt of the support request, the client's Primary Contact will notify PowerSchool's Management via email to TSGEscalations@PowerSchool.com with details of escalation.