

Enterprise Management Service (“EMS”)

To assist you with the management of PowerSchool, the Technical Solutions Group (“TSG”) offers the **Enterprise Management Service (“EMS”)**. EMS is a comprehensive solution that manages and maintains your self-hosted PowerSchool environment while allowing you to retain complete ownership, control, access, and integration capability. The scope of EMS includes the following.

1. Environment Monitoring

- Near real-time monitoring of server hardware for performance and faulty hardware
- Near real-time monitoring of the PowerSchool and Oracle application logs
- Near real-time monitoring of Microsoft Windows® operating system logs and resource utilization
- Near real-time monitoring of virtualization hosts performance and utilization
- Monthly reporting of status and trending of performance, hard drive consumption, server uptime, and frequency of incidents and transactions

2. Software Update Service

- Choice of automated or on-demand installation of all PowerSchool version updates and upgrades, state and provincial reporting updates, and Oracle updates and upgrades
- Choice of automated or on-demand installation of all SIF agent updates and State Messaging Plugin updates
- Choice of automated or on-demand installation of all Microsoft Windows® operating system-related updates and upgrades
- Choice of automated or on-demand installation of all server-related third party software updates

3. Production to Non-Production Data Refresh

- Services to apply a copy of the hosted Production data to the Non-Production Self-Hosted PowerSchool instance. (Automated or On Demand)

4. Data and Server Migrations and Restorations

- Same-day restoration of corrupted environment using most recent backup
- Completion of planned server migrations to new physical or virtual hardware
- Choice of automated or on-demand refreshes of data to a non-production environment with no limit on the number of refreshes

5. Infrastructure Support

- Pro-active intervention and response to performance situations directly with TSG during expansive hours 7 days a week
- One hour Service Level Agreement for all EMS needs

6. Oracle Database Optimization and Performance Tuning

- Initial and ongoing review of database configuration, systems component allocation, etc.
- Evaluation of risk of performance bottlenecks and SQL inefficiencies
- Prescription of corrective and optimal settings

6. Security Advisory Services

- Initial and ongoing evaluation of environmental asset security capability according to CIA triad for system and data
- Initial and ongoing threat assessment evaluation
- Reporting of findings and recommendations to establish and/or improve security capabilities

7. Quarterly Security Audits

- Review of SSL / TLS use and capability
- Review of server, PowerSchool, and Oracle-related password length, complexity, and refresh frequency
- Review of Microsoft Windows® Operating System security patch version and history
- Review of PowerSchool and Oracle version
- Comprehensive evaluation and reporting of the level of mitigation to vulnerabilities

Service and Support Information

1. Environment Monitoring

TSG will provide 24/7/365 Near real-time monitoring of the PowerSchool environment. This feature of EMS provides monitoring of essential PowerSchool components including the server hardware, Microsoft Windows® environment, and PowerSchool applications to ensure all elements are operating in a fully optimized state. TSG specifically monitors the following components to minimize disruptions and maintain a high level of performance and 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

- 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

Each month, the Client will receive a report detailing the history, status, and trending of performance, hard drive consumption, server uptime, and the frequency of incidents and transactions TSG responded to and fulfilled.

2. Software Update Service

As part of EMS, the Client can take advantage of TSG's administration of the distribution of all elements of software fundamental to the operation of PowerSchool. This element of EMS provides remote services to install all subsequent PowerSchool version updates and upgrades, all PowerSchool-related Oracle updates and upgrades, all state and provincial reporting installers, all server operating system updates and upgrades, and all applicable third party software updates, and provides the Client with the assurance that their PowerSchool environment is up to date on the latest versions. 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 and provincial reporting installer 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
- Choice of automated or on demand distribution and installation of SIF agent updates and State Messaging Plugin updates (If Applicable)
- Choice of automated or on demand distribution and installation of VMware® ESX / ESXi updates (If Applicable)
- Choice of automated or on demand distribution and installation of hardware load balancer firmware updates (If Applicable)
- Choice of automated or on demand distribution and installation of server hardware firmware updates (If Applicable):

3. Production to Non-Production Data Refresh

The Enterprise Management Service (EMS) provides clients with an automated or on demand service to securely transfer a copy of their hosted Production data to their self-hosted Non-Production server. 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.

4. Data and Server Migrations and Restorations

EMS 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, EMS also provides for the complete restoration of an instance corrupted by hardware failure or user error via the use of a backup data file to be deployed in full rather than to recover specific elements of data.

5. Infrastructure Support

TSG will provide remote support for the following infrastructure configurations as they **pertain to the operation of PowerSchool** and does not provide support for items unrelated to the use of PowerSchool:

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
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.

6. Security Advisory Services

Upon request, TSG security engineering staff will review and evaluate the capabilities of the pertinent security elements of the environment including network architecture, firewall, asset and asset credentials, operating system and anti-virus software patches, PowerSchool

Security functionality, data, and ancillary software and tools. This aspect of EMS will assess the nature, likelihood, and severity of risk(s) borne from the condition of these security elements, document findings, formulate recommendations, capture the outcome in an easy-to-understand report with actionable prescriptions, and discuss with designated Client staff.

7. Quarterly Security Assessment

Upon request, TSG security engineering staff will review and evaluate the age, strength, complexity, and refresh rate of credentials involving the security elements of the environment. In addition, the existence and capability of SSL technology will be assessed.

Terms and Conditions

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

General	
1.	All services within the EMS offering are to be delivered remotely unless otherwise specified. Onsite support services are available at an additional cost.
2.	The Client shall 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.
3.	The Client shall designate a representative to assist with activities that require physical interaction with supported components.
4.	The Client shall provide TSG with root account access on the host server. (if applicable)
5.	The Client shall designate qualified technical staff to provide support for normal day-to-day operations of the infrastructure that is not included within EMS coverage including the monitoring of network performance, server infrastructure, infrastructure integrity, and system data protection and recovery.
6.	The Client shall provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all support-related infrastructure components
7.	The Client shall perform any firewall configurations to provide TSG with access necessary to perform the services listed within this agreement.
8.	The Client shall provide TSG with notification and updated documentation of any infrastructure-related configuration changes that occur during the EMS term, including additional applications, additional servers, network protocol schemes, naming conventions, LAN/WAN diagrams, directory services, etc.
9.	Services identified in the scope of EMS are intended to support enterprise-level servers housing the application and its environment components, and do not include support of client-based assets or software.
10.	If TSG’s monitoring indicates a potential issue outside the scope of EMS, TSG shall open a Case on the Client’s behalf with the Technical Support department. The Client shall work directly with PowerSchool Technical Support in the resolution of that matter.
11.	The Client shall review all documentation related to the version release being deployed, and fully understand the implications (benefits and impact on current operations) introduced as a result of the upgrade. Questions concerning the upgrade’s influence on the visibility to, or condition of your data; the continued access to, or use of, customizations; and/or the influence of changes to functionality to business rules or processes should be directed to the Technical Support department.

12. The elements enumerated with the scope of this service do not include any troubleshooting or addressing of questions or concerns with the application's functionality that may arise as a result of a deployment or configuration performed by TSG. Clients with questions of this nature shall be instructed to contact the Technical Support department.
13. The elements enumerated within the scope of this service do not include any troubleshooting or transactions relating to modifications to customizations that may be necessary for ensuring compatibility with the version being deployed. Questions or needs concerning custom page compatibility should be directed to the Product Tailoring department.
14. Any failure to adequately prepare for or otherwise facilitate the initiation of a transaction or other element of the service prior to the scheduled service start date shall result in the transaction or other element of the service being rescheduled for the next available service window.
15. TSG shall not deploy; configure the application and/or database to; nor support, troubleshoot, or otherwise interact with, any environment consisting of one or more cloned assets.
16. TSG is not responsible for the integrity of the data stored within the instance(s) of the application and/or database(s) being upgraded.
17. TSG is not responsible for any deployment that fails due to third party applications and/or interfaces being run against the database that prohibits the upgrade of the application.
18. The Client shall provide TSG with the pertinent information identified (including system credentials and a preferred and alternative date for the initiation of the service) using the medium prescribed by TSG; all work shall be performed during the agreed-upon service window only.
19. Client shall install advanced tools made available by the manufacturer (Dell OpenManage Systems Management, Dell Server Administrator, HP System Management, etc). In their absence, hardware monitoring shall utilize the system OS event logs.
20. The Client is responsible to review the fully disclosed Enterprise Management Service (EMS) Statement of Work (SOW) and agree to the terms and conditions by signing this proposal. Failing to sign and return the proposal directly to TSG shall delay the initiation or renewal of EMS, and may result in the de-commissioning of the service including the removal of monitoring and data backup assets.
21. No refunds or credits shall be issued in the event the Client opts not to utilize any of the allotted services within this agreement, nor shall a refund or credit be issued in the event the EMS agreement is no longer deemed necessary or otherwise invoked during the term purchased for.
22. Client shall be responsible for paying additional fees if the growth of the Client's enrollment or their needs extend beyond the scope of EMS or the scale to which EMS is being applied.
23. The EMS agreement shall automatically be renewed at the end of each term unless TSG is notified in writing in advance of the contract expiration date.
24. The renewal of EMS may be subject to an annual uplift consistent with standard company rates at the time of renewal.

Contacting TSG for EMS Needs

TSG has established a process for EMS clients to use in order to ensure an immediate response to EMS requests. The four primary methods for requesting service or support are as follows:

1. Email

To receive support or request services by email, Clients should send their request to TSG at myEMS@powerschool.com.

2. Telephone

For service via telephone, Clients should call 1.866.434.6276 or 1.916.288.1881, and select Option 4 for “Enterprise Management Service Clients.”

3. PowerSource Self-Service Portal

To receive support or request services by posting Cases to the Self-Service portal, please visit <https://help.powerschool.com/t5/Case-Portal/ct-p/Support-CasePortal>

Once TSG is contacted using any of the aforementioned methods, the Client will be provided with a Case Number and a TSG Systems Engineer will be assigned to assist the Client with their request. The Systems Engineer will have access to all pertinent documentation about the environment’s configuration and a log of previous support issues and requests. However, Client staff should be prepared to provide or verify system credentials or other elements of information in the event it has recently changed.

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.
- Extended hours of TSG operations specifically for enhanced support for EMS clients are 24 hours/day Monday through Thursday, Fridays Midnight – 9PM, Saturdays 4AM – 6PM, and Sundays 4AM – 6PM and 9PM to Midnight Pacific Time excluding PowerSchool holidays unless otherwise specified or negotiated.
- TSG endeavors to respond to all inquiries, needs, escalations, or solicitations from the Client within no later than one (1) hour of receipt during the hours and under the terms indicated above.

Note: Pre-scheduled off-hour or holiday support may be available at an additional cost or by negotiation.

Scale of Service Summary:

Instance(s)
The scale of this service shall be limited to the following instance(s): <ul style="list-style-type: none">• Non-Production - [<i>INSTANCE NAME</i>]
Server(s)
The scale of this service shall be limited to the following server(s): <ul style="list-style-type: none">• (x) PowerSchool All-in-One Server(s) (Non-Production / Test Bed)

Note: Additional services, or services to additional elements of the customer's environment not specified above, will require additional funding. Please contact TSG for more information or a supplemental proposal.

Pricing Summary – As of DATE

Enterprise Management Service Year 1 Total: (USD) \$0,000.00

By signing this renewal proposal, the Client agrees that they have reviewed the fully disclosed [Enterprise Management Service \(EMS\) Statement of Work \(SOW\)](#) available on PowerSource, and acknowledge and agree to the terms and conditions set forth.

The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If customer has not returned a signed copy of this Proposal to PowerSchool prior to the expiration of the foregoing sixty (60) day period, PowerSchool reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Client in accordance with the terms and conditions of the standard PowerSchool Licensed Product and Services Agreement.

AGREED TO: Client Name			
By:			
(Authorized Signature)			
Name:			
Title:			
Date:		Phone Number:	

To purchase this offering, please sign the last page of this proposal and submit back to the PowerSchool Group, LLC. Thank you and we look forward to working with you and your staff.

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