

## NON-DISCLOSURE AGREEMENT

This is a Non-Disclosure Agreement by and between PowerSchool Group LLC (“PowerSchool”), a Delaware limited liability company, with offices at 150 Parkshore Drive, Folsom, California 95630, and the State of Vermont Supervisory Union or Supervisory District signing this Agreement below (the “SU/SD”).

This Agreement sets forth the terms and conditions which will govern the PowerSchool’s disclosure of confidential information to Associate in connection with Associate's temporary work assignment with PowerSchool.

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

1.1 The SU/SD, as the party receiving access to Proprietary Information, will be referred to as the "Receiving Party," and PowerSchool, as the party disclosing its Proprietary Information, will be referred to as the “Disclosing Party.”

1.2 “Proprietary Information” means any information disclosed previously or in the future by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by drawings or observation of tangible objects such as documents, prototypes, samples, products, facilities, proprietary ideas, patentable ideas, and/or trade secrets: (a) relating to the databases, software, systems, products, services or component parts owned, researched, developed or being developed by the Disclosing Party or its contractors, including, without limitation, any computer programs (in object or source code) and results of performance or capacity statistics or any benchmark tests performed on the Disclosing Party’s products and services (b) relating to business plans, marketing plans or business opportunities of the Disclosing Party; (c) relating to the Disclosing Party’s finances, business, customers or potential customers or markets, or suppliers, or methods or proposed methods of doing business including without limitation pricing and costs; or (d) otherwise labeled by the Disclosing Party as confidential or proprietary. Proprietary Information shall not, however, include any information that the Receiving Party can demonstrate by documents, records or other evidence that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party, (ii) becomes publicly known and made generally available after the time of disclosure by the Disclosing Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, (iv) is obtained by the Receiving Party from a third party without a breach of such third party’s or the Receiving Party’s obligations of confidentiality, (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Proprietary Information, or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party shall make all reasonable efforts to provide the Disclosing Party prompt written notice of such requirement prior to the required disclosure and assistance in obtaining an order protecting the Disclosing Party’s Proprietary Information from public disclosure.

2. Protection and Authorized Use of the Proprietary Information. The Receiving Party shall hold the Proprietary Information in the strictest confidence, using a reasonable degree of care (but in any event no less a degree of care than the Receiving Party uses to protect its own confidential and proprietary information), and shall not, without the prior written consent of the Disclosing Party: (a) disclose the Proprietary Information in any manner, in whole or in part, except as permitted by this Agreement; or (b) use the Proprietary Information except as set forth in this Agreement. In the event that the Receiving Party becomes legally compelled to disclose any of the Proprietary Information, the Receiving Party will promptly notify the Disclosing Party and provide reasonable cooperation to Disclosing Party in connection with the Disclosing Party’s efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Proprietary Information in such circumstances.

3. Disclosure to Employees. The Proprietary Information may only be disclosed to employees of the Receiving Party who need to know such information for the purpose of evaluating the possible business relationship or transaction and in those instances only to the extent justifiable by that need. All employees to whom any such disclosure has been made shall be informed of the confidential nature of the Proprietary Information and directed to use, hold and protect such Proprietary Information in accordance with the provisions of this Agreement.
4. Return and Destruction. The Receiving Party agrees to promptly return to the Disclosing Party, at any time upon the request of the Disclosing Party, all written materials containing or reflecting any Proprietary Information (including all copies or reproductions), and agrees to destroy all documents, memoranda, notes and other writing whatsoever (including all copies, extracts or other reproductions) prepared by the Receiving Party or its employees based on the information contained in the Proprietary Information. If so requested by the Disclosing Party, the Receiving Party agrees to provide written confirmation to the Disclosing Party of its compliance with the terms of this Section. It is understood and agreed that the obligations of this Agreement will survive any return or destruction of the Proprietary Information.
5. Negotiations. The parties each agree that they will use reasonable efforts not to, and will direct their employees who are aware of their evaluation of a possible business relationship or transaction not to, disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible business relationship or transaction, or any of the terms, conditions or other information with respect to any such possible business relationship or transaction, including the status thereof, until such time as the parties agree to the disclosure of such a business relationship or transaction. Each party acknowledges and agrees that the other party reserves the right, in its full and absolute discretion to reject any or all proposals and to terminate discussions and negotiations with respect to a possible business relationship or transaction at any time.
6. No Warranty. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, mask work right, trade secrets, or other intellectual property of the other party, nor shall this Agreement grant either party any rights in or to the Proprietary Information of the other party except as expressly set forth herein.
8. No Obligation. Nothing in this Agreement shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning any transaction or business opportunity.
9. Export Controls. Each party shall adhere to all applicable laws, regulations and rules of the United States of America and other countries relating to the export and re-export of technical data, software programs, computer programs and other technology and shall not export or re-export any of the Proprietary Information to any proscribed country or jurisdiction.
10. Injunctive Relief. The parties acknowledge and agree that the unauthorized disclosure of the Disclosing Party's Proprietary Information could cause harm and significant injury to the Disclosing Party, which may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party shall have the right to seek and obtain immediate injunctive relief resulting from material breaches of this Agreement.
11. Term and Termination. This Agreement shall be effective from the date first written below and shall remain in full force and effect until terminated by either party upon notice to the other party, *provided* that the Receiving Party's obligations with respect to any Proprietary Information provided hereunder shall survive the

termination of this Agreement for a period of five (5) years after the last disclosure of Proprietary Information.

12. Severability. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed by the parties to the minimum extent necessary in order for this Agreement to remain in effect in accordance with the terms as modified by such reformation.

13. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all earlier oral or written agreements. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall not be amended except by a written agreement between the parties. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement.

SU/SD: \_\_\_\_\_

POWERSCHOOL GROUP LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SD/SU Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_