



Marcia Brenner Associates, LLC
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QUOTE

Bill To
Yonkers Public Schools
 One Larkin Center
 Yonkers, NY 10701
 United States

Quote#
QTE-30406

Quote Date	Expiry Date	Reference#
01/02/2025	01/16/2025	Tier 1 Customization Service Plan

#	Item & Description	Qty	Rate	Amount
1	<p>Customization Tier 1 PowerSchool SIS Customization/Development; Basic and Advanced Customization, Report Design, etc. Hours to be used within one year of the invoice date. Customers will be invoiced and required to pay at the onset of the plan. (10-20 hours)</p> <p>Due to the unknown nature of future PowerSchool and other related software releases, all customizations are developed to function on the District's current PowerSchool version at the time of install. Any additional development to ensure functionality due to a change in host environment will be billable.</p>	10	237.50	2,375.00

MBA appreciates the opportunity to partner with your school district.

Sub Total 2,375.00

Total **\$2,375.00**

MBA Customization - Terms of Service

Company: Marcia Brenner Associates, LLC

District: The "Bill To" entity identified on the Quote to which this Agreement is attached (the "Quote").

1. The Quote is by this reference incorporated and made a part of this Agreement.
2. District engages Company to perform the software customization services described on the Quote (the "Services").
3. District shall identify one contact person to whom Company can direct all questions and from whom Company will take all directions.
4. Company will provide and bill for the Services on a time and materials basis.
5. The Quote reflects information provided to Company by District at the time of estimate. At the time of accepting this Agreement, District shall remit to Company payment in full of the "Total" set forth on the Quote. Such payment shall entitle District to the number of hours' work set forth on the Quote (the "Initial Hours"). District must use the Initial Hours within one calendar year from the date of accepting this Agreement. Payment for time not used within the Initial Hours shall be nonrefundable.
6. Company makes no guarantee that the Services can be completed within the Initial Hours. If both District and Company agree that time beyond the Initial Hours is required to complete the Services, Company shall provide District with an invoice for additional hours of work, priced at whatever tier applies for the agreed-upon number of additional hours. District agrees to pay Company's invoice(s) in full within thirty (30) days of receipt.
7. District's failure to remit timely payment of any amount due shall entitle Company, in addition to all other available remedies, to suspend all of its work and other obligations hereunder immediately and without notice, and Company shall not be required to resume its work or other obligations until District has paid all amounts due, in full.
8. The Services are deemed accepted by District if not rejected within fifteen (15) calendar days of performance or delivery by Company.
9. Company is an independent contractor. Company has obtained a Federal Employer Identification Number from the United States Internal Revenue Service. Company will supply all equipment, tools, materials, and supplies necessary to perform the Services. Company may or may not, as Company so chooses, retain employees or assistants to assist in providing the Service
10. District understands and agrees that, in performing the Services, Company may use and incorporate so-called "open source" software. District hereby accepts all Services subject to any and all applicable open source licenses. District hereby releases and holds Company harmless from any and all liability arising from Company's delivery of and/or District's use of Services based upon open source software.
11. To the extent this Agreement causes or requires Company to create and develop new original works of authorship ("Works"), ownership and all right, title and interest in and to all such Works and all copies thereof shall remain the exclusive property of Company, worldwide and in perpetuity, regardless of the media or form in which such copies may exist.
12. To the extent District supplies Company with any pre-existing proprietary information, including but not limited to data and/or software code (individually and collectively, "District Materials"), ownership and all right, title and interest in and to all such District Materials and all copies thereof shall remain the exclusive property of District, regardless of the media or form in which such copies may exist. Company agrees to return or destroy District Materials at any time upon District's written request. The act, by District, of providing any District Materials to Company for analysis, modification or any other purpose shall be deemed to convey any and all non-exclusive licenses Company may reasonably require in order to perform the Services.
13. District agrees and understands that Company may re-use Works (but not District Materials) in providing services to other customers.
14. Upon payment in full of all amounts due to Company, and subject to all the terms of this Agreement, Company grants District a perpetual, non-exclusive, non-transferable, royalty-free license to use the Works for their intended purposes, internally within the District only, in connection with such version of the POWERSCHOOL® student information system (the "SIS") as to which District holds all necessary and applicable licenses on the date District accepts this Agreement. Should District fail to maintain all necessary licenses for the SIS, or use, distribute, reverse-engineer, or otherwise exploit the Works beyond the scope of this Agreement, this license from Company to District shall terminate without the necessity of notice. This license is a condition and not merely a covenant.
15. District represents and warrants that it has the full power to enter into this Agreement and that its undersigned representative is duly authorized to execute this Agreement on District's behalf. District represents and warrants that District has obtained all necessary and proper licenses in and to all District Materials such that Company may legally, freely and without liability to any third party perform the Services.