



Apr 21, 2026
Alex Andrews
alex.andrews@parentsquare.com

Dear Andy,

Thank you for choosing ParentSquare. We appreciate the opportunity to provide you with your customized proposal.

Regards,
Alex Andrews

Soft Launch:

Official term start date will be Jul 1, 2026.

Starting Apr 1, 2026, District may begin a phased launch of ParentSquare through Jun 30, 2026. During the phased launch period, District will work with the ParentSquare implementation team to set up data integration, configure settings, and begin account rollout to district and school users (including online training). Any failure of District to meet its obligations under this paragraph may result in a delay of full implementation of ParentSquare, but will not result in a delay in District's obligation to pay hereunder.

Phased account rollout may begin Apr 1, 2026, to ensure data accuracy and form practices and policies for the broader District roll out.

TIPS Contract: 230105 Technology Solutions Products and Services

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

Term 1

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Custom Virtual Training Hour	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$450	2	11.11%	\$400	\$800
Attendance Plus Onboarding	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$1,946	1	12.64%	\$1,700	\$1,700
District Onboarding	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$3,892	1	10.07%	\$3,500	\$3,500
Engage 2026 - Soft Launch	Apr 1, 2026	Jun 30, 2026	3 Month(s)	\$0	7,784	0%	\$0	0
Total Price								\$6,000

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660

Term 2

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$5	7,784	15%	\$4.25	\$33,082
Attendance Plus	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$5	7,784	50%	\$2.5	\$19,460
Total Price								\$58,380

Term 3

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$5	7,784	10%	\$4.5	\$35,028
Attendance Plus	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$5	7,784	45%	\$2.75	\$21,406
Total Price								\$62,272

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660

Term 4

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$5	7,784	5%	\$4.75	\$36,974
Attendance Plus	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$5	7,784	40%	\$3	\$23,352
Total Price								\$66,164

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and in (1) the ParentSquare School Agreement (the "School Agreement"), located at <https://www.parentsquare.com/agreement/>, and (2) the Addendum to ParentSquare, Inc. Quote Q-11257-R2 (the "Addendum"), both of which are incorporated by reference into this Order Form. Unless otherwise stated in the Order Form, all terms defined in the School Agreement shall have the same meaning in this Order Form. In the event of a conflict between the Addendum and the terms and conditions of this Order Form and/or the School Agreement, said conflict shall first be resolved in favor of the Addendum, then this Order Form, then the School Agreement.

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660




By executing this Order Form, the undersigned certifies that the undersigned is a duly authorized agent of the District/School.

NOTE -- Pricing above does not reflect ParentSquare's right to increase pricing annually as set forth in the School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy/>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms/>

AI Terms -- The ParentSquare AI Terms may be reviewed here - <https://www.parentsquare.com/terms/ai-terms/>

ParentSquare	
Name	Jay Klanfer
Title	Sr. VP Sales
Signature	 Signed by: Jay Klanfer Sr. VP Sales
Date	Apr 21, 2026 3:21:48 PM UTC-0700

Kingsport, TN - 4702190	
Name	
Title	
Signature	
Date	

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

**ADDENDUM TO PARENTSQUARE, INC.
QUOTE Q-11257-R2 AND INCORPORATED TERMS**

The City of Kingsport for its Kingsport City Schools seeks to procure various goods and/or services from ParentSquare, Inc. ("ParentSquare") pursuant to The Interlocal Purchasing System (TIPS) contract 230105 and quote no.: Q-11257-R2. This Addendum (herein "Addendum") amends the TIPS contract No. 230105, ParentSquare quote Q-11257-R2 or any subsequent quotes from ParentSquare, and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between ParentSquare, Inc., its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee for its Kingsport City Schools (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the express intent and agreement of the parties that this Addendum shall control. Notwithstanding, the actual order of execution of any documents by the parties it is expressly acknowledged and agreed that this addendum shall be deemed to have been the last executed by the parties. In the event of a conflict between this Addendum and the provisions of the Agreement, said conflict shall first be resolved in favor of this Addendum, then Vendor's quote, including the ParentSquare School Agreement and documents referenced therein, then TIPS contract 230105.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. Any indemnity, hold harmless, or limitation of remedy, provision contained in the Agreement requiring City to indemnify, hold harmless, or limit its remedies against Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
3. **No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
4. **No Responsibility for Third – Party Users.** Except as provided in the Tennessee Governmental Tort Liability Act City is not responsible for liability of any acts of its employees or third party.
5. **Warranty.** Vendor warrants that the products and services purchased pursuant hereto when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If performance is not as warranted, Vendor shall use commercially reasonable efforts to correct the products and services to provide conformity in all material respects with the written representations of Vendor. Any disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
6. **Accessibility.** Vendor warrants that the service conforms, to the extent required by law, to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.

7. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 7 serves to meet such burden and authorization of disclosure.
8. **Background Checks as Required by Tenn. Code Ann. § 49-5-413.** Vendor shall comply and shall assure that any of its subcontractors performing work under this Agreement comply with Tenn. Code Ann. § 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present. Vendor shall certify in writing to City's school system that all employees of Vendor or its contractors having contact with students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and have no disqualifications under Tenn. Code Ann. § 49-5-413(d).
9. **Compliance with Tenn. Code Ann. § 49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c) Vendor shall:
 - a.) Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
 - b.) Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
 - c.) Verify, in writing, that the Provider's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. 39-17-901; and
 - d.) Remove, within one (1) business day, upon the City's request, access to digital or online materials for ages or audiences for which the contracting LEA or state agency has determined the material to be age – or audience – inappropriate unless the deadline for removal is extended upon mutual agreement of the parties

10. Student Data.

- 10.1. **Definition of Data.** Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
- 10.2. **De-Identification.** Vendor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.
- 10.3. **Marketing and Advertising.** Vendor will not use any Data to advertise or market to students or their parents. Advertising or Marketing may be directed to the School only if student information is properly de-identified. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.
- 10.4. **Modification of Terms of Service.** Vendor will provide reasonable notice in the event it changes how Data are collected, used, or shared under the terms of this Agreement.
- 10.5. **Data Collection.** Vendor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- 10.6. **Data Use.** Vendor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- 10.7. **Data Mining.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- 10.8. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as otherwise set forth in the Agreement and/or as required by law. If Vendor relies

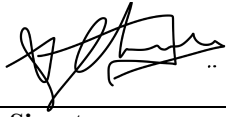
on or uses one or more subcontractors to perform work necessary to fulfill services under this Agreement, any such persons and/or entities shall have appropriate written contractual terms to protect and maintain data security and confidentiality, and as otherwise agreed to under the Terms and Conditions Agreement between School and Vendor.

- 10.9. Data Transfer or Destruction.** Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed or transferred to the School under the direction of the School when the Data are no longer needed for their specified purpose, at the written request of the School.
 - 10.10. Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, of Data shall remain the exclusive property of the School, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
 - 10.11. Access.** Any Data held by Vendor will be made available to the School upon request by the School.
 - 10.12. Security Controls.** Vendor will store and process Data in accordance with industry accepted practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include reasonably prompt notification of the School in the event of a security or privacy incident, as well as industry accepted practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.
- 11. Termination for Convenience.** The Agreement may be terminated by City upon 30 days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will not be entitled to a refund of any prepaid subscription fees. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - 12. Non-Appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to City.
 - 13. Renewal.** Any renewal of the agreement shall be by written document executed by Vendor and City.
 - 14. Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.
 - 15. Authority to Bind.** No employee of City or any other person, without authorization of the board of mayor and aldermen or its Board of Education can bind City to any contract or agreement and anything contrary contained in the Agreement is void as it applies to City.
 - 16. Liens and Security Interests.** City does not have the authority to grant a security interest in its property or authorize a lien on its property, such being against the public policy of the state of Tennessee, therefore Vendor acknowledges and agrees any provision granting Vendor a security interest or authorizing the securing of a lien against City's property is waived as to City.
 - 17. Refusal to Arbitrate, Governing Law, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any

dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 18. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.
- 19. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
- 20. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
- 21. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 22. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 23. Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 24. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

ParentSquare, Inc.



Signature

04/07/2026

Date

Sashangar Sreetharan

Printed Name

Chief Financial Officer

Title

**City of Kingsport, Tennessee for its Kingsport
City Schools**

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Engage 2025

Universal Reach

- One-way notifications and urgent alerts
- Automated notices and attendance notifications
- Social and website sharing
- Student communication app (StudentSquare)

True Two-Way

- Two-way SMS texting
- Two-way app and web messaging
- Two-way email replies
- Automatic language translation

Enhanced Engagement

- Newsletter designer (Studio Editor)
- Appointment invitations and RSVPs
- Volunteering and signups
- Searchable directory

Admin Intelligence

- Data analytics and reporting
- 100% contactability tools
- Direct SIS integrations
- Custom roles and permissions

Paperless Workflows

- Online forms and surveys
- Digital permission slips and signatures

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

Attendance Plus

- Tracks daily, period*, and half-day* attendance data
- Provides tier-based attendance visualization for early identification and monitoring
- Offers mobile and web parent access for attendance visibility
- Supports student intervention workflows with task assignment and follow-up
- Enables attendance communications through digital letters and automated messages
- Includes reporting tools for workflow tracking, exports, and data visibility

Attendance Plus Onboarding

- Coordination between ParentSquare Implementation Team and Points of Contact
- Customization of Attendance Plus account (Tiers, action steps, absence codes)
- Attendance data ingestion and review of data
- 1 custom training session
- Quarterly data reviews with district point of contact to understand usage and impact
 - Digital training opportunities including recurring webinars, digital training modules, and videos
- Access to “Resource Kit” and Best Practice materials to support Launch
- Ongoing help and support for Admins via email, chat, and voice

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

District Onboarding

- Coordination between ParentSquare Implementation Team and Points of Contact
- Creation & configuration of the ParentSquare site
- Data migration and review of Staff, Student, Parent and Roster data
- Digital training opportunities including recurring webinars, digital training modules, and videos
- Access to “Resource Kit” and Best Practice materials to support Launch
- Ongoing help and support for Admins via email, chat, and voice
- Discovery call with Implementation Manager
- District walkthrough videos w/ Q&A option
- 1 hour of training or CS consultation (Engagement Team)
- Launch check in meeting
- Ongoing engagement with Customer Success Team

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660