



AGREEMENT COVER SHEET

Please Type

Contractor full name: NAVIANCE Inc., (Power School Group LLC.)

Doing Business As, if applicable:

Business Address: 400 E. Business Way, Suite 400, Cincinnati, OH 45241

Business Phone: 703-859-7368

Business email: matthew.gagliardi@powerschool.com

Tax ID #: 20-4027223

Funding Source & Acct # including location code: Alliance Grant – District Account, 2547-6107-56694-000, Location Code: 0000

Principal or Supervisor: Typhanie Jackson, Director of Special Education/Student Services

Agreement Effective Dates: From 07/01/2021. To 06/30/2022.

Hourly rate or per session rate or per day rate.

Total amount: \$69,846.01

Description of Service: Naviance Essentials solutions will provide fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting in Achieve Works, Insights Premium, and Career Key for middle and high school students. Naviance Alumni Tracker allows high schools to measure college enrollment and graduation rates for high school classes and individual students. This intelligence provides a clear benchmark for college readiness initiatives and unparalleled insights about how to improve. Naviance Consultants partner with school and districts providing a customized implementation plan aligned to our CCLR Framework implementation methodology. Consultants deliver service onsite and remotely to ensure a successful Naviance implementation for students and staff.

Submitted by: Typhanie Jackson, Director Phone: 06/09/2021



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: August 10, 2021
Re: NAVIANCE, Inc., (Power School Group, LLC)

Please **answer all questions and attach any required documentation as indicated below**. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** NAVIANCE, Inc., (Power School Group, LLC)
2. **Description of Service:** Naviance will provide fundamental tools for supporting college, career and life readiness through our CCLR Framework. This includes Achieve Works, Career Key, Insights Premium, Naviance eDocs and Naviance Alumni Tracker.
3. **Amount of Agreement and hourly or session cost:** \$69,846.01
4. **Funding Source** and account number: Alliance Grant, District Account, account # 2547-6107-56694, Location Code: 0000
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal/No increase
 - b. What would an alternative contractor cost: Comparable cost
 - c. If this is a continuation, when was the last time alternative quotes were requested? Annually
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
6. **Type of Service:**
Answer all questions:
 - a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? No
 - d. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. This contractor will provide fundamental tools for supporting college, career and life readiness through our CCLR Framework.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Research agencies to provide services along with fee.

9. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This contractor will address essential solutions to provide fundamental tools for supporting college, career and life readiness and provide consultation services to students and staff.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Data and feedback from students and staff.
- c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district's continuous improvement plan to for NAVIANCE, Inc., to address the fundamental tools for supporting college, career and life readiness through our CCLP Framework.

- 10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides fundamental tools to support students in college, career and life readiness. This solution includes tools such as: Achieve Works, Career Key, Insight Premium, Naviance eDocs and Naviance Alumni Tracker.
- 11. What are the implications of not approving this Agreement? This implication of not approving this agreement is that we may not meet the legal requirements to provide students with career and life tools and to support teachers and staff via consultation.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

PowerSchool Group LLC,

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 21st day of June, 2021 effective (*no sooner than the day after Board of Education Approval*), the 1st day of July, 2021 by and between the New Haven Board of Education (herein referred to as the "Board" and, NAVIANCE, Inc., located at, PO 400 E. Business Way, Suite 400 Cincinnati, OH 45241 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount set out in the Naviance Order Form for a total of 182 school days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: (\$69,846.01). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Alliance District Account, Program of the New Haven Board of Education, **Account Number:** 2547-6107-56694, **Location Code:** 0000

This agreement shall remain in effect from July 01, 2021 to June 30, 2022.

SCOPE OF SERVICE:

Naviance Essentials solutions will provide fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting in Achieve Works, Insights Premium, and Career Key for middle and high school students. Naviance Alumni Tracker allows high schools to measure college enrollment and graduation rates for high school classes and individual students. This intelligence provides a clear benchmark for college readiness initiatives and unparalleled insights about how to improve. Naviance Consultants partner with school and districts providing a customized implementation plan aligned to our CCLR Framework implementation methodology. Consultants deliver service onsite and remotely to ensure a successful Naviance implementation for students and staff.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable. Naviance Sales Order Form and Negotiated Term of Sales attached as Exhibit A.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

DocuSigned by:

17089E005E6622

Contractor Signature

President
New Haven Board of Education

8/30/2021

Date
Philip Radmilovic

Date

Vice President, Treasurer

Contractor Printed Name & Title

Revised: 11/27/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement. "Student data" does not include de-identified student information.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been a confirmed unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

Terms of Service

(Last Updated: 5/21/19)

(Effective: 5/21/19)

YOUR USE OF THE NAVIANCE PLATFORM (THE "SERVICE") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE (THE "TERMS").

These Terms govern your use of the Service. The Service is owned and operated by Naviance Inc. ("Naviance"), a subsidiary of Hobsons, Inc. ("Hobsons").

By viewing, accessing, or using the Service (or any part thereof), you agree that these Terms are a binding legal agreement between you and Naviance, and you agree to be contractually bound both by the Terms, as Naviance may modify them from time to time, and by any Order Form (together with the Terms, the "Agreement"). For purposes of clarity, any Order Form that attaches or references these Terms is deemed to incorporate these Terms. The latest version of the Terms is available on the Service, including when you log in to the Service.

If you have entered into the Agreement on behalf of an educational institution (an "Institution") or other entity, you represent that you have the necessary authority to bind that Institution or entity to the Agreement. If you do not have the necessary authority, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. If you do not agree to these Terms, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. Any viewing, access, and/or use of the Service in violation of these Terms, or in a manner not authorized by these Terms, is unauthorized, is expressly prohibited, and is a violation of these Terms.

Naviance is committed to protecting your privacy, and therefore maintains a Privacy Policy that is incorporated as part of these Terms and the Agreement and which may be viewed [here](#).

As used in these Terms and the Agreement, (i) "Customer" refers to the Institution and its officers, directors, employees, and agents (and excludes Naviance Competitors); (ii) "User" refers to a student, a student's parent(s) or legal guardian(s), and/or a person (excluding Naviance Competitors) who registers for the Service through an account provided by Customer; and (iii) "Naviance Competitor" means any entity that, in the sole opinion of Naviance, is an actual or potential competitor of Naviance or Hobsons, including without limitation any competing college and career readiness platform, product, or service, and includes any officer, director, employee, independent contractor, agent, or affiliate of such entity. For the avoidance of doubt, no Naviance Competitor: is permitted to be a Customer or User; can meet the definition of a Customer or User; or is permitted to view, access, or use the Service without express written permission from the General Manager of Naviance or Chief Executive Officer of Hobsons.

By viewing, accessing, or using the Service, you represent and warrant that you (i) are not a Naviance Competitor or acting on behalf of one in registering for, or viewing, accessing, or using the Service; and (ii) are authorized to view, access, or use the Service under these Terms.

1. Scope. The Service is a web- and mobile-application-based college and career readiness platform that helps students explore goal setting, academic planning, career exploration, and college and related post-secondary education preparation and planning. The Service also helps to identify and facilitate student connection with higher-education institutions and scholarship providers that are of interest, while simultaneously operating as the system of records for

Customers. Many core features of the Service may be activated solely at the discretion of Customer.

The Service also includes a browser interface and data transmission, access, storage (subject to commercially reasonable limits as may be imposed by Naviance in its sole discretion), and single sign-on capabilities. Customers and Users are responsible for their own Internet connection, communications, and computer costs.

2. Optional Features.

2.1. Matching Features. The college-planning function contained in the Service includes certain optional features (collectively, "Matching") that allow students to view information from and interact with Hobsons' higher education Intersect subscribers ("Higher Education Institutions"). Matching is inactive by default, and therefore must be enabled by an authorized representative of Customer who has obtained consent from the student's parent or legal guardian prior to the activation of Matching. Matching may be turned on or off at any time at the sole discretion and control of Customer.

If Customer enables Matching for its students, its students will be able to:

1. View supplemental material on college profile pages and upcoming informational and other pre-enrollment events, and
2. RSVP to upcoming events hosted by Higher Education Institutions.

In addition, students who meet certain non-personally identifiable criteria will:

1. Receive additional information about nonprofit Higher Education Institutions, and
2. If a student expresses interest in a nonprofit Higher Education Institution, that student will receive an invitation through the Service to connect directly with the Higher Education Institution. The student may then choose either to disregard or to respond to the invitation.

No student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student has explicitly opted to send his/her information directly to the Higher Education Institution.

2.2. Third-Party Features. Customer may choose to activate and/or purchase features and services within the Service that are provided by third-party service providers. All such third-party features and services are inactive by default, and must therefore be enabled by an authorized representative of Customer. Such features and services may be turned on or off at any time at the sole discretion and control of Customer.

Once activated, some of these third-party service providers require that a limited amount of personally identifiable information be shared in order to for the third-party feature or service to function properly. All third-party service providers are contractually required (i) to comply with all applicable laws, (ii) to use the personally identifiable information only as necessary to provide the Service to Customer, (iii) to delete the personally identifiable information when no longer needed or when Naviance requests that it be deleted on behalf of Customer, and (iv) to comply with the Privacy Policy. If information is not required by the third-party service provider in order to operate the third-party service, it is not provided to such third-party service provider. Certain third-party services are included with the purchase of the Service while others must be purchased separately, and may be subject to additional terms and conditions from Naviance and the applicable third-party service provider.

The liability of Naviance to Customer or any User for or in connection with any such third-party services shall be limited to the amount of fees paid to Naviance by such Customer for such third-

party services less any amounts paid by Naviance to such third-party service provider for such third-party service.

2.3. Credit-Card Processing. Where applicable and necessary for additional purchases by an authorized representative of Customer, Naviance shall engage the services of third-party intermediaries to provide credit-card-processing services to Customer. Such intermediaries are solely links in the distribution chain and are prohibited from storing, retaining, or using the information provided, except for the sole purpose of credit card processing and/or as otherwise required by law. Before Customer submits credit card information, Customer must agree to any applicable third-party intermediary's terms of service and privacy policies including, without limitation, provisions on limited warranties and liability.

2.4. Interactive Areas. The Service may contain discussion forums in which Customers may post reviews of, make recommendations for, or give ratings for content, events, products, services, or third-party providers, or post other content, messages, materials, or other items ("Interactive Areas"). Interactive Areas are not accessible to Users.

Interactive Areas include Intersect by Hobsons, which allows Customers to edit their school profiles, interact with college admissions counselors, and manage college visit scheduling.

Access to Intersect shall be subject to separate terms and conditions [available here](#).

Customer is solely responsible for Customer's use of such Interactive Areas, and acknowledges and agrees that Naviance may set up any such Interactive Area to be accessible by all Customers or by certain Customers selected in Naviance's sole discretion.

2.4.1. No review, recommendation, or rating of any matter or service provider within the Service or in any Interactive Area shall be deemed to be an association with, sponsorship of, or an endorsement by Naviance of any the particular matter, or a guarantee of any service provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness, or other personal and professional characteristics.

2.4.2. Naviance takes no responsibility and assumes no liability for any content posted, stored, or uploaded by any Customer or any third party in any Interactive Area, or for any loss or damage related to or resulting from Customer's or any other person's use of any Interactive Area, nor shall Naviance be held liable for any mistakes, defamation, slander, libel, omissions, falsehoods, or obscenity Customer may encounter in any Interactive Area. Although Naviance has no obligation to screen, edit, or monitor any of the content posted to or distributed through any Interactive Area, Naviance reserves the right, and has sole and absolute discretion, to remove, screen, or edit without notice any content posted to any Interactive Area at any time and for any reason, and Customer is solely responsible for creating backup copies of and replacing any material that Customer posts or stores in any Interactive Area at Customer's sole cost and expense.

3. Service Fees and Payments. Customer's access to and use of the Service shall be subject to certain fees set forth in the Order Form. Customer will pay all fees in accordance with the billing terms in effect at the time a fee or charge is due and payable to Naviance, as noted in the Order Form. All service fees are due and any amounts paid are non-refundable whether or not Customer uses the Service.

3.1. Billing and Renewal. Fees for the Service are payable to Naviance in advance. Except in the case where the Order Form includes an autorenewal provision, Naviance will notify Customer of the opportunity to renew the Service approximately thirty (30) days prior to the contract end date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties as

may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of Naviance).

3.2. Billing Information. In all cases, Customer shall provide Naviance with complete and accurate billing and contact information. This information shall include, without limitation, legal name, street address, e-mail address, name, and telephone number of an authorized billing contact. Customer agrees to update this information promptly following any change thereto. Customer may opt to purchase additional, optional features by request, and subject to additional terms.

3.3. Fee Changes. Naviance reserves the right, in its sole and absolute discretion, to change the fees or any other charges and to introduce any new fees or charges at any time, upon at least thirty (30) days prior notice to Customer; provided, however that such fees and charges shall not become effective for Customer for services then in effect on Customer's account until the next renewal period for Customer's account.

3.4. Non-Payment and Suspension of Service. Customer's account will be considered delinquent if payment in full of the amount set forth on an invoice is not received within thirty (30) days following the date of the applicable invoice. Naviance reserves the right to suspend or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent. Payments not received by Naviance within thirty (30) days following the date of the invoice shall bear interest at a rate equal to one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses paid by Naviance for the purpose of collection. Customer will continue to be charged during any period of suspension. Customer agrees that Naviance may charge unpaid fees to Customer's credit card, if applicable, or otherwise bill Customer for unpaid fees. Naviance also reserves the right to impose a separate reconnection fee should Customer request access to the Service once outstanding fees have been paid.

4. Naviance Information.

4.1. Naviance Ownership. As between Naviance and you, Naviance retains all rights, including Intellectual Property Rights, title, and interest in and to the Service. Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (i) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (ii) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (v) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired. Further, Naviance shall have any and all proprietary rights in, without limitation, any suggestions, ideas, enhancement requests, feedback, and recommendations provided by any Customer, User, or other party relating to the Service.

For purposes of clarity, the Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property Rights owned by Naviance to Customer or Users other than as expressly set forth herein. Naviance® is a registered trademark, and the Naviance logo and product names associated with the Service are trademarks of Naviance or

third parties, and no right or license is granted to use them other than as expressly set forth in the Agreement; provided, however, that Customer may link to the homepage of the Naviance website located at www.naviance.com or to the Service from another website, for the purposes of directing Users to the website or the Service and that such link may include the Naviance name and relevant product name(s). Customer may not frame any page of a Naviance website.

4.2. Confidential Information. Except for information provided by a Customer or User, all information available in or through the Service is confidential information of Naviance and/or Hobsons ("Confidential Information"). Customers and Users acknowledge that the only reason they have access to and can view that Confidential Information is by virtue of a Customer's purchase of the license contemplated by Section 5 below. Customers and Users agree that the Confidential Information will be maintained as confidential and shall be protected as a trade secret of Naviance and/or Hobsons. Customers and Users acknowledge that the Service and its components have been created, compiled, prepared, selected, and arranged by Naviance through the expenditure of substantial time, effort, and money, and that it constitutes the valuable property of Naviance. Customers and Users agree to take all necessary precautions to comply with all copyright, trademark, trade secret, patent, contract, and other laws necessary to protect all rights in the Confidential Information. For the avoidance of doubt, anyone or any entity that does not meet the definition of a Customer or User may not view, access, or use the Confidential Information without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

5. License to Customer. Subject to the Agreement, Naviance grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide, limited right and license to use the Service solely for Customer's own business purposes and for the ability to provide Users each with an individual account to use the Service. Customer shall not, without the prior express written permission of Naviance: (i) license, sublicense, sell, resell, transfer, or assign the Service to any third party; (ii) modify or make derivative works based upon the Service; or (iii) commercially exploit the Service in any way. All rights not expressly granted to Customer in the Agreement are reserved by Naviance and its licensors. Subject to the Agreement, Customer grants to Naviance the non-exclusive, worldwide right to use, copy, store, transmit, and display Customer and/or User data hosted on the Service by Naviance ("Customer Data") only in accordance with applicable laws and the terms of the Privacy Policy. For the avoidance of doubt, Customer has no right to grant any license to view, access, or use the Service to anyone or any entity that does not meet the definition of a Customer or User without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

6. Customer and User Responsibilities. Customer is responsible for any and all activities that occur under or in connection with Customer's and its Users' accounts, and by accessing the Service, Customer agrees to the Terms of Use, incorporated herein by reference. Customer and Users shall: (i) maintain the confidentiality of account names and passwords; (ii) notify Naviance immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Naviance immediately, and stop immediately any use of the Service that is inconsistent with these Terms that is known or suspected; (iv) assure that use of the Service shall at all times conform to these Terms and the Agreement; (v) not impersonate or attempt to impersonate another Customer or User or provide false information in an attempt to gain access to or use the Service; (vi) not create accounts for or share accounts with any individual or entity not permitted to be a Customer or User under these Terms; (vii) not allow anyone not authorized to be a Customer or User under these Terms to view, access, or use

the Service; and (viii) not otherwise facilitate the viewing, access, or use of the Service by anyone not authorized to be a Customer or User under these Terms.

In the event that a Customer or User makes any attempt to gain unauthorized access to another Customer's or User's account, or to view or manipulate the records of another Customer or User, Naviance reserves the right, in its sole discretion, to terminate the Agreement, and inform any relevant authorities of such violation.

7. Account Information and Data. Naviance, on behalf of itself, its employees, consultants, subcontractors, and third parties assisting Naviance in providing the Service, and Customer each represents, warrants, and covenants that it complies with, and will comply with, all applicable federal, state, and international data-protection and privacy laws and regulations with respect to the personally identifiable information collected, stored, and maintained through the Service, as well as with all applicable business regulations.

Naviance may disclose Customer or User information if necessary in order to comply with subpoenas, court orders, or regulatory requests; to protect Naviance's systems and customers; or to ensure the integrity and operation of Naviance's business and systems. When legally permissible, Naviance will notify Customer in advance of such disclosures and reasonably cooperate with Customer to limit the scope of such disclosures.

7.1. Privacy. Naviance is committed to protecting the privacy of Customer and User personally identifiable information, and maintains a detailed Privacy Policy, which may be viewed [here](#). Naviance reserves the right to modify its Privacy Policy in accordance with the procedure outlined in that policy, but in no event will Customer's rights be diminished by any changes. In addition, Naviance agrees to be bound by the Student Data Privacy Agreement required by the Customer in accordance with Connecticut state laws and is attached hereto as Exhibit B.

7.2. Family Educational Rights and Privacy Act ("FERPA"). In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the parties agree as follows: (A) Customer appoints Naviance as a "school official" as that term is used in FERPA §§ 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Naviance acknowledges that it shall be bound by all relevant provisions of FERPA, and agrees that personally identifiable student information as defined in FERPA, obtained from Customer and its Users by Naviance in the performance of this Agreement: (i) will remain under the "direct control" of the Customer; (ii) will be used only to fulfill Naviance's responsibilities under the Agreement; (iii) will only be disclosed to third parties operating in partnership with Naviance as necessary to provide Services to Customer, provided that all such third parties are contractually bound to manage the information in compliance with the Naviance Privacy Policy and security policies in accordance with the requirements set forth in Section 7 above and applicable laws, and to use the information for the sole and limited purpose of providing the Service to the Customer; and (iv) will not be disclosed to other third parties except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student's parent/legal guardian, or if the student is eighteen (18) years of age or older, signed and written consent of the student.

7.3. Children's Online Privacy Protection Act ("COPPA"). Without limiting the generality of Section 7 of the Agreement, in the event that Customer allows Users under the age of 13 to submit personal information as defined in the Children's Online Privacy Protection Act (COPPA) to Naviance in connection with its use of the Service, Customer agrees that it will be responsible

for obtaining verifiable parental consent prior to making the Service available to such Users. Naviance shall fully comply with COPPA and any rules or regulations promulgated thereunder.

7.4. Security. Naviance implements, maintains, and updates, as appropriate, reasonable security policies, procedures, and practices as dictated by the nature of the personally identifiable information collected and maintained through the Service, in order to protect such information from unauthorized access, destruction, use, modification, or disclosure.

The Service has security measures in place to help protect against the loss, misuse, and alteration of Customer and User personally identifiable information. When the Service is accessed using a supported web browser, Transport Layer Security (TLS) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. Naviance also hosts the Service in a secure server environment that uses a firewall and other technologies in an effort to prevent interference or access from outside intruders. Data is secured at rest using storage level encryption. The Service also require unique account identifiers, user names, and passwords that must be entered each time a Customer or User signs on. The Internet, however, is not perfectly secure and Naviance shall not be responsible for security incidents not reasonably within its control.

8. Term of Service and Termination.

8.1 Term of Service. Unless otherwise set forth on the Naviance Order The Agreement commences on the earlier of the date the Order Form is executed or the "contract start date" set forth on the Order Form (the "Effective Date") and shall continue for the initial term set forth on the Order Form (the "Initial Term"), unless terminated by Naviance pursuant to the Agreement, including these Terms.

8.2. Termination for Cause; Suspension. Naviance may terminate any portion of the Agreement, or the entire Agreement, in the event of any breach by a Customer of any term of the Agreement, including these Terms, that is not remedied within fifteen (15) days after written notice to that Customer. If Naviance terminates the Agreement under this Section 8.2, in addition to any other rights or remedies available to Naviance, all fees due by Customer through the end of the Initial Term or the then-current Renewal Term are accelerated and immediately due and payable. Naviance may suspend or interrupt the provision of any portion of the Service to a Customer upon Naviance's good-faith determination of any violation by that Customer of Sections 4, 5, or 6 herein. Naviance will restore provision of the Service only if, in Naviance's sole opinion, Naviance has received satisfactory assurances as to the cessation of the violation. The Customer is responsible for all fees and charges during any suspension period.

8.3. Data Retention. As soon as practicable upon expiration or termination of the Agreement, but in any event no later than six (6) months after expiration or termination, Naviance will delete personally identifiable student information. Notwithstanding the above, Customer may, at any time and in its sole discretion, request in writing that its personally identifiable student information be deleted, and Naviance shall comply with any such written request within thirty (30) days.

Naviance has no obligation to retain Customer Data if Customer or User has materially breached this Agreement and such breach has not been cured within fifteen (15) days following receipt of written notice of such breach from Naviance. Naviance has no obligation to retain Customer Data if the account is delinquent, and such Customer Data may be irretrievably deleted.

Under all circumstances, within a reasonable timeframe prior to deletion of student personally identifiable information, Naviance will notify Customer so that Customer may utilize functionality within the Service to export its data.

Notwithstanding the above, if Naviance provides accounts for student users, Naviance may transfer a copy of records created by or otherwise available to a student into their individual account.

8.4 Termination by Customer. The Customer may cancel this agreement if funds for the agreement are not appropriated and the Customer provides satisfactory proof of that fact upon thirty (30) days' written notice sent to Naviance by certified U.S. mail, return receipt requested; provided however, that the Customer shall be responsible to Naviance for all services rendered by Naviance through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Customer prior to the start date of service.

9. Representation, Warranties, and Covenants. Each party represents, warrants, and covenants that it has the full legal power and authority to enter into the Agreement. Naviance represents, warrants, and covenants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Service will perform substantially in accordance with the on-line Naviance help documentation under normal use and circumstances. Customer and Users represent, warrant, and covenant that they have not falsely identified themselves nor provided any false information to gain access to the Service and that they will comply with the terms of the Agreement, including these Terms.

10. Indemnification.

10.1. Indemnification by Customer. Customer shall indemnify, defend, and hold Naviance, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim arising from or alleging a breach by a Customer or User(s) of any provision of the Agreement, provided that Naviance: (a) gives written notice of the claim to Customer as soon as practicable; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Naviance and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim without Customer's prior written consent.

10.2. Indemnification by Naviance for Intellectual Property Claims. Naviance shall indemnify, defend, and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the copyright, patent, trademark, and other intellectual and proprietary rights of a third party. Naviance shall have no indemnification obligation, and Customer shall indemnify Naviance pursuant to the Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of Customer's or any of Customer's licensor's products, service, hardware, or business process(es), so long as such use was not authorized or directed by Naviance, such authorization and/or direction having been expressly given in writing.

10.3. Indemnification by Naviance for Negligence and Breach of Contract. Naviance shall insure and/or indemnify the Customer and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily

injury or property damage arising from any neglect act or omission of Naviance or its employees or agents. Further, Naviance covenants and agrees that it shall hold the Customer and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by Naviance's breach of this agreement or based upon the conduct of Naviance, or its agents or its employees or arising out of in connection with their activities under this agreement. Naviance's indemnification obligations under this Hold Harmless provision will in no event exceed the total cost that the Customer paid for Naviance's services in the previous twenty-four (24) month period.

11. Disclaimer of Warranties. (I) NAVIANCE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT PROVIDED TO NAVIANCE BY CUSTOMER OR USERS; (II) NAVIANCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NAVIANCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Limitation of Liability. In no event shall Naviance be liable to you for any indirect, special, exemplary, or consequential damages including, without limitation, loss of data or lost profits, in any manner related to the Service or your use thereof based in contract, negligence, strict liability, or otherwise, whether or not they had any knowledge, actual or constructive, that such damages might be incurred. The maximum liability for Naviance arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected to the Service shall not exceed the amount paid to Naviance by you for use of the Service, except as provided above in Sections 10.2

14. Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

15. Local Laws and Export Control. In this Section 15 (Local Laws and Export Control) only, "Export Controls" means any export control and economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union (or any Member State thereof), the United Nations and each other jurisdiction in which Naviance is incorporated, operates, conducts business or to which it is subject from time to time, including, but not limited to: (i) the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control's economic sanctions regulations; (ii) sanctions programmes maintained by the British Government, EU regulation on the control of exports of dual-use items and technology and any applicable European Union restrictive measure that has been or is to be implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy; and (iii) the Indian Foreign Trade (Development and Regulation) Act, 1992, the Indian Weapons of Mass Destruction and Their Delivery Systems (Prohibition of Unlawful Activities) Act, 2005, and notifications and Foreign Trade Policy issued from time to time by the Director General of Foreign Trade, Department of Commerce and Industry, Government of India.

15.1. The Service provides services and uses software and technology that may be subject to Export Controls depending on who uses them, for what purposes they are used and where they may be used. Accordingly, Customer undertakes and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported in breach of Export Controls. This shall include, but not limited to, Customer ensuring that the Service is not used, directly or indirectly, by a specially designated person or entity listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or the European External Action Service Consolidated List of financial sanctions targets (collectively "**Designated Nationals**").

15.2. Customer represents and warrants that it is not owned or under the control of a Designated National and the funds used to pay for the Service are not derived from a Designated National or an activity which would otherwise be in breach of Export Controls. If Customer uses the Service in breach of Export Controls, including using the Service as, for or on behalf of a Designated National, or reasonably suspects that such a breach has or will arise, then Customer shall immediately notify Naviance in writing upon which the Service may be terminated by the Naviance at its sole discretion in writing to Customer.

15.3. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Naviance and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer remains solely responsible for applying for and obtaining an appropriate licence for use of the Service if so required under Export Controls, including those controls applicable to Customer. Any diversion of the content contrary to US laws and regulations is prohibited.

16. Notice. Naviance may give notice by means of a general notice on the Service or by written communication or e-mail to the address of the primary contact for Customer or Users on record with Naviance. Such notice shall be deemed to have been given to Customer or Users upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail). Customer or Users may give notice to Naviance at any time by letter delivered by a nationally recognized overnight delivery service or

first class postage prepaid mail, by e-mail, or by fax to Naviance Inc., 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201, 703-859-7319 (fax), legal@naviance.com, or such other address as may be designated from time-to-time. Such notice shall be deemed given when received by Naviance.

17. Modification. The Agreement may only be modified by the express written agreement of both parties.

18. Assignment. The Agreement, including all rights and obligations hereunder, may not be assigned by Customer or Users without the prior written approval of Naviance.

19. Governing Law; Forum; Naviance Remedies; Miscellaneous Provisions.

19.1. Governing Law; Forum. The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice- or conflicts-of-law rules of any jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Alexandria City in the Commonwealth of Virginia, and Arlington County in the Commonwealth of Virginia, for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service. You expressly waive any objection to personal jurisdiction or venue in the state and federal courts identified in the preceding sentence, including any *forum non conveniens* argument.

19.2. Naviance Remedies. You acknowledge that any breach of the Agreement, including these binding Terms, and including without limitation the restrictions on any unauthorized viewing, access, or use of the Service, will cause irreparable harm and injury to Naviance, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that Naviance shall be entitled to injunctive relief. Material breach of the Agreement, including these binding Terms, harms the integrity, functionality, and reputation of the Service and Naviance and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Naviance, the Service, and the computers and servers through which Naviance offers the Service. Indeed, you agree that in the event you materially breach these binding Terms, Naviance will have to incur significant time, expense, and fees in investigating and remediating the breach (including, for example, the cost of attorney and Naviance employee time).

You agree that if you do not meet the definition of a Customer or User and you (i) view, access, or use the Service; (ii) violate Section 4.2; or (iii) otherwise act in a way not authorized by these Terms, you will pay Naviance's reasonable attorney's fees and costs, to be determined by a court, but not less than \$100,000, an amount the parties agree would be the minimum reasonable fee for any legal action required to investigate the violation of and enforce these binding Terms. The payment of attorney's fees and costs contemplated in the previous sentence is in addition to any damages or other relief awarded by the Court.

19.3. Severability. If any provision of the Agreement, including these binding Terms, is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If the provision cannot be construed to be rendered valid, it shall be severed from the remainder of the Agreement and these binding Terms, which shall remain in full force and effect.

19.4. Miscellaneous Provisions. In the event of any inconsistency between the Agreement, including these binding Terms, and any purchase order or similar terms on any Customer form,

the Agreement shall control. No joint venture, partnership, employment, or agency relationship exists between Naviance and Customer or Naviance and Users as a result of this Agreement or use of the Service. The failure of Naviance to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Naviance in writing. The Agreement, including these binding Terms and the incorporated Terms of Use, comprises the entire agreement between Naviance and Customer and Naviance and Users with respect to the Service and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Sections 4, 6, 7, 9, 10, 11, 13, and 19, and Customer's obligation to pay any fees due under the Agreement, shall survive termination of the Agreement.

20. Professional Services. In the event Customer elects to receive professional services, including professional development and/or consulting services from Hobsons, the following terms shall apply. Customer agrees to contact Naviance prior to the session if Customer has any questions regarding these responsibilities.

20.1. Customer Responsibilities for Professional Development. All professional development sessions are hands-on sessions and require a computer for each participant. Customer must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. Customer must also plan to have no more than 15 individuals attend a training session at a time to ensure proper student to instructor ratio for effective learning. Customer agrees to work with Naviance to ensure that any professional development session purchased is conducted within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver a session within 12 months from the date of purchase shall constitute a cancellation by Customer as described in Section 20.6.

20.2. Customer Responsibilities for Consulting Services. With respect to consulting services, Customer agrees to the required preparation as outlined by Naviance to effectively start the engagement and utilize the services of the Naviance Consultant. Customer agrees to work with Naviance to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver consulting services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased. With regards to Delegated Authentication, implementation of this service is the responsibility of Customer. The Naviance consultant cannot provide a SOAP-based web service or the technical support to create this service. With regards to automated data import, implementation of cURL is the responsibility of Customer. The Naviance consultant cannot install cURL, create a cURL directory, or configure cURL for Customer.

Customer understands that as part of providing certain consulting services as specified by Customer Naviance may have access to Customer's student data in order to provide those services. Such access will be for the sole and limited purpose of providing Customer with information and analytics about Customer's and its User's configuration and use of the Services and progress within the Services, and to provide insights, recommendations and reports for the sole and exclusive use by Customer for its purposes.

20.3. Warranties. Naviance warrants that each of its instructors and consultants performing such professional services shall have the proper skill, training, and background to perform in a competent and professional manner. Such professional services may include unknown and unforeseen problems and Naviance shall attempt to resolve such problems, should they occur.

Customer acknowledges that Naviance does not warrant that a satisfactory solution to all problems will be possible.

20.4. Payments and Refunds. Customer or a contact designated by Customer will be invoiced for professional development session(s) and consulting services at the time of purchase. If applicable, Naviance will invoice Customer for travel expenses incurred by the instructor(s) for any on-site professional development services and consultant(s) for any on-site consulting services. Payments are due in accordance with Section 3 and within the time frame stated on each invoice and all consulting services and professional development sessions are non-refundable except as a result of a request by Naviance to cancel or reschedule a professional development session as described in Section 20.5.

20.5. Cancellation or Rescheduling by Naviance. Naviance reserves the right to cancel or reschedule sessions. In the event Naviance cancels or asks to reschedule a session, Customer may choose to reschedule, attend another comparable session, or receive a full refund.

20.6. Cancellation or Rescheduling by Customer. Customer may reschedule an on-site or webinar session that has been previously confirmed by Naviance, provided that Customer agrees to: (i) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (ii) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to our instructor(s) and, if applicable, travel expenses); and (iii) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Naviance, in the event of any of the following: (i) failure to schedule a session to be conducted within 12 months from the date of purchase; (ii) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance; or (iii) failure by Customer to reschedule a session in accordance with the provisions of this Section 20. Customer agrees to pay any fees for services and to pay any expenses incurred by Naviance on Customer's behalf in connection with sessions confirmed by Naviance and canceled by Customer. If cancellation of a session is a result of inclement weather resulting in a school or delay, Customer is still responsible for paying any expenses incurred by Naviance on the Customer's behalf, however the session will not be considered cancelled by Customer.

21. Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Naviance reserves the right to remove any material on the Service which allegedly infringes another person's copyright. If you believe in good faith that materials hosted by Naviance infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked. Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information in writing: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed, including, where possible, a copy or the location (*e.g.*, URL) of an authorized version of your work; (iii) a description of the material that you claim to be infringing, as well as its location within the Service; (iv) your name, address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. If you believe in good faith that a notice of copyright infringement has been wrongly

filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices for the Service should be sent to: Matthew S. Kelman, Esq., 53 West 23rd Street, 12th Floor, New York, NY 10010. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

CONTRACTOR ASSESSMENT

Vendor Name: NAVIANCE, Inc.

Project Description: Naviance will provide fundamental tools for supporting college, career and life readiness through our CCLR Framework. This includes Achieve Works, Career Key, Insights Premium, Naviance eDocs and Naviance Alumni Tracker.

Evaluator Typhanie Jackson

Date August 02, 2021

	Unacceptable				Excellent	Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of consultation					X	
3. Ability to communicate with staff and parents					X	
4. Monitor and maintain social emotional behavioral records				X		
5. Appropriate recommendations for student programming				X		
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals				X		
11. Individual/building training of social emotional behavioral strategies				X		



NAVIANCE

BY POWERSCHOOL

Sales Order Form

400 E Business Way
Suite 400
Cincinnati, OH 45241
www.hobsons.com

Sold To: New Haven Public Schools
Name: Typhanie Jackson
Address: 54 Meadow St, New Haven, CT 06519-1783
Email: billing@naviance.com
Phone: (203) 497-7028
Naviance ID: 0902790dus

Order Date: 26-May-2021

Valid Until: 31-October-2021
Quote Number: Q403378
Contract Start Date: 01-Jul-2021
Contract End Date: 30-Jun-2022
Contract Term (in months): 12
Currency: USD

Naviance by PowerSchool Contact:

Name: Matthew Gagliardi
Email: matthew.gagliardi@powerschool.com
Phone: (860) 268-5139

Purchase Order:
Payment Term: Net 30

Subscription	Subscriber	Description	Quantity	Start Date	Term (In Months)	Sub-Total
Naviance Essentials	New Haven Public Schools for Middle Schools	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting. <ul style="list-style-type: none">• AchieveWorks• Insights Premium• Career Key	4,600	01-Jul-2021	12	24,380.00
Naviance Essentials	New Haven Public Schools for High Schools	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting. <ul style="list-style-type: none">• AchieveWorks• eDocs• Insights Premium• Career Key	6,001	01-Jul-2021	12	41,106.85
Naviance Alumni Tracker	New Haven Public Schools	Naviance Alumni Tracker allows high schools to measure college enrollment and graduation rates for high school classes and individual students. This intelligence provides a clear benchmark for college readiness initiatives and unparalleled insights about how to improve.	10	01-Jul-2021	12	4,250.00
Consulting Hours (Naviance)	New Haven Public Schools	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and	30	01-Jul-2021	12	7,500.00

		implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.				
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Sub Total:	77,236.85
Discount:	7,390.84
Total Price:	69,846.01

Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Typhanie Jackson	typhanie.jackson@new-haven.k12.ct.us
Billing	Typhanie Jackson	billing@naviance.com
Payment Method:	Purchase Order # * If you would like to pay with a credit card, please contact the billing department at 866-337-0080, option 3.	
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

This Sales Order Form is governed by and incorporates the terms and conditions found at <https://static.naviance.com/html/policies/tos.html> (the "Terms of Service"). By signing below, you represent that you have authority to sign on behalf of Customer and bind Customer to the Terms of Service, which are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you represent that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

_____ Yes, a Purchase Order is required. It will be sent to Hobsons by _____.

Upon execution by the authorized signatory, Customer hereby agrees to the Terms of Service, which will become effective together with this Order Form as of the Contract Start Date above.

ACCEPTED AND AGREED:

NAVIANCE, INC.

By: Eric Shander
Signature

Eric Shander
Name

Chief Financial Officer
Title

26-May-2021
Date

Address: 400 E-Business Way, Ste. 400
Cincinnati, OH 45241 USA

ACCEPTED AND AGREED:

CUSTOMER

By: _____
Signature

Name

Title

Date

Address: _____

Purchase Order & Order Forms:
Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

Remit To:
Naviance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

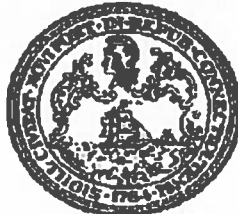
THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 945-8201 - FAX (203) 945-8206

JUSTIN ELICKER
Mayor



Michael V. Fumalatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	PowerSchool Holdings LLC
VENDOR ADDRESS	150 Parkshore Dr, Folsom CA 95630
TELEPHONE /FAX	888-265-7641
CONTACT/E-MAIL ADDRESS	MATTHEW GAGLIARDI; MATTHEW.GAGLIARDI@POWERSCHOOL.COM
SOLICITATION TITLE	
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of California County of Sacramento Ss.

Eric Shander

(type or print your name above)

being first duly sworn, deposes and says that:

PowerSchool Holdings LLC

1. I am owner, partner, officer representative, agent or _____ of: _____
(circle one) Company Name (If individual type your name)
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person dealing to contract with the City (check all that apply):
 - ☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - ☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - ☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
 - ☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
 - ☐ The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached, and incorporated herein by reference.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	N/A		NONE		
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	N/A		NONE		
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Organization Name	Address	Type of Ownership		
1	N/A		NONE		
2					

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Name	Title	DOB	Stock %	
1	N/A				
2					

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	N/A				
2					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) _____

Title: _____

Subscribed and sworn to before me this _____ day of _____.

(Title)

My commission expires _____, ____.

This Form Must be Notarized

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

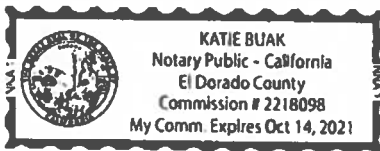
1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento



Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 9th day of September, 2021
 by Date Month Year

(1) Eric Shander

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Katie Buak
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Disclosure: Certification Affidavit

Document Date: 9/9/2021 Number of Pages: 2

Signer(s) Other Than Named Above: none

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PowerSchool Holdings LLC

2 Business name/disregarded entity name, if different from above

PowerSchool Group LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

150 Parkshore Drive

6 City, state, and ZIP code

Folsom, CA 95630

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	7	-	4	6	7	4	6	3	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

DocuSigned by:

Eric Shander

Date ► 8/2/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.