

**CONTRACT NAME: AGREEMENT BETWEEN NAVIANCE,
INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Naviance, Inc., a division of Hobsons, is a comprehensive college and career readiness solution for high schools that helps align student strengths and interests to post-secondary goals, and improve student outcomes.

It is a software program that assists students with college planning and career assessments.

FISCAL IMPACT: This agreement is for Naviance at Davis Senior High School. The term of this agreement is for five years, starting July 1, 2018. The cost for the service is \$4,036 per year, allocated in the site budget for Davis Senior High School each year.



Sales Order Form

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com

Sold To: Davis Senior High
Name: Katie Prien
Address: 315 W 14th St, Davis, CA 95616-1998
Email: kprien@djud.net
Phone: (530) 757-5400
Naviance ID: 12017uspu

Hobsons Contact:
Name: Tamar Henry
Email: tamar.henry@hobsons.com
Phone: (213) 361-0099

Order Date: January 8, 2018

Valid Until: 1/15/2018
Quote Number: Q228098
Contract Start Date: 7/1/2018
Contract End Date: 6/30/2023
Contract Term (In Months): 60
Currency: USD

Purchase Order:
Payment Term: Net 30

Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Naviance for High School	1,755	Enrollment	7/1/2018	60	20,182.50

Total Price:	20,182.50
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Notes: (if applicable)	
Comments:	All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Courtenay Tessler	ctessler@djud.k12.ca.us
Billing	Katie Prien	kprien@djud.net
Payment Method:	Purchase Order #	<i>Paying by credit or debit card?</i>
	Check	Credit Card #
	Wire Transfer #	Card Holder Name:
		Expiration Date (MM/YY):
		Billing Zip Code:
		Security Code:
		Country:
	CEEB Code:	50730

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.

The services are delivered in accordance with applicable terms that can be found at <https://succeed.naviance.com/auth/signin?tos=1#/tos>. By signing below, you agree to be bound by such terms and that such terms 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 are stating 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 Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature	Printed Name and Position	Signature Date
	Purchase Order & Order Forms: Naviance, Inc. 50 E. Business Way, Suite 300 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

AMENDMENT TO NAVIANCE ORDER FORM AND TERMS OF SERVICE

This Amendment to the Naviance Order Form and Terms of Service (this "Amendment") is dated as of January 8, 2018 (the "Amendment Effective Date") by and between Naviance, Inc. ("Naviance") and El DAVIS JOINT UNIFIED SCHOOL DISTRICT – Davis Senior High School ("Client").

WHEREAS, Client and Naviance are parties to that certain Order Form dated January 8, 2018 (which Order Form, together with the Terms of Service referenced therein is collectively referred to as the "Original Agreement"); and

WHEREAS, the parties wish to amend the Original Agreement.

NOW THEREFORE, in consideration for the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms not defined herein shall have the meanings given to them in the Original Agreement.
2. Effective as of the Amendment Effective Date, the Original Agreement is amended to include Rider 1 attached hereto.
3. All references in the Original Agreement to "the Agreement" or "this contract" shall be deemed to mean the Original Agreement as amended by this Amendment.
4. Unless otherwise stated in this Amendment, all terms and conditions of the Original Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date set forth above.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

NAVIANCE, INC.

Signature: _____

Signature: _____

Name: Bruce E. Colby

Name: _____

Title: Chief Business Officer

Title: _____

Date: _____

Date: _____

RIDER 1

Pursuant to California Education Code Section 49073.1:

1. Naviance agrees and acknowledges that pupil records as defined in California Education Code section 49073.1 are the property of and remain under the control of the Client.
2. As part of the Service, Client has the ability to authorize pupils to change and delete their own pupil-generated content as defined in California Education Code section 49073.1. Information that pupils or schools have authorized to be sent to other schools may be deleted from the Service by the student or Client, but Client acknowledges that the information is not able to be retracted from the receiving school through the Service.
3. Naviance acknowledges and agrees that it may not use information in the pupil records for purposes other than those required to perform the Services or otherwise specifically permitted by agreement with Client and permitted under California Education Code section 49073.1. Accordingly, Naviance may use:
 - (i) Deidentified information, including aggregated deidentified information to improve educational products for adaptive learning purposes and for customizing pupil learning.
 - (ii) Deidentified information, including aggregated deidentified information to demonstrate the effectiveness of its products, including in the marketing of those products.
 - (iii) Deidentified information, including aggregated deidentified information for the development and improvement of educational sites, services, or applications.

Any agreement will be understood to include the permitted and required uses referenced in the Naviance privacy policy and terms of service to provide the Service to Client.

4. The parent, legal guardian or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by contacting the Client, which will have access to correct any erroneous information within the Naviance platform through which such review and corrections may be made. Client has the sole responsibility to enter, correct, and control employee and pupil access to pupil records. Client is also solely responsible for responding to requests from parents, legal guardians and eligible pupils as defined by California Education Code section 49073.1 to review pupil records and correct erroneous information.
5. Naviance has a variety of technical, physical and administrative safeguards in place to ensure the security and confidentiality of student information, student records and student-generated content. These include, but are not limited to: use of TLS technology when accessed by a secure web browser, server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users, hosting in a secure server environment that uses firewalls and intrusion detection technology in an effort to prevent interference, denial of service, or unauthorized access from the outside, and requirements that users access the service only with unique account identifiers, user names, and passwords that must be entered each time a client or user signs on.
6. Naviance shall:
 - a. Notify a representative designated by Client of a security breach as required by law
 - b. In the event of unauthorized access of pupil information, provide Client with the name and contact information for a Naviance employee who shall be available to assist Client in resolving obligations associated with any incident involving unauthorized access to pupil information.
7. Upon termination of this Agreement, at the written discretion of Client that Client data be deleted, Naviance shall comply with such written request within thirty (30) days. If no such request is received, personally identifiable information from pupil records will be destroyed after the standard Naviance data retention period.

Notwithstanding the above, in the event that Naviance maintains personal accounts for pupils, if a pupil maintains a personal account with Naviance, any content generated by such pupil shall be maintained by Naviance in such account until otherwise instructed by the pupil.

8. In the event Client is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties agree as follows: (A) Client appoints Naviance, and third party(ies) assisting Naviance in performing the Services, as reasonably determined by Naviance, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance, and such third party(ies), as appropriate, 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 information obtained from Client by Naviance in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parent/legal guardian, unless such third party(ies) is assisting Naviance in performing the Services, as reasonably determined by Naviance, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1), (ii) will be used only to fulfill Naviance' responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically.
9. Naviance acknowledges and agrees that personally identifiable information from pupil records will only be used for those purposes required or permitted under the Agreement, inclusive of the Naviance Privacy Policy.

Pursuant to California Education Code Section 49073.1:

1. Naviance agrees and acknowledges that pupil records as defined in California Education Code section 49073.1 are the property of and remain under the control of the Client.
2. As part of the Service, a dashboard provides Client with the ability to authorize pupils to change and delete their own pupil-generated content as defined in California Education Code section 49073.1. Information that pupils or schools have authorized to be sent to other schools may be deleted from the Service by the student or Client, but Client acknowledges that the information is not able to be retracted from the receiving school through the Service.
3. Naviance acknowledges and agrees that it may not use information in the pupil records for purposes other than those required to perform the Services or otherwise specifically permitted by agreement with Client and permitted under California Education Code section 49073.1. Accordingly, Naviance may use:
 - (i) Deidentified information, including aggregated deidentified information to improve educational products for adaptive learning purposes and for customizing pupil learning.
 - (ii) Deidentified information, including aggregated deidentified information to demonstrate the effectiveness of its products, including in the marketing of those products.
 - (iii) Deidentified information, including aggregated deidentified information for the development and improvement of educational sites, services, or applications.

Any agreement will be understood to include the permitted and required uses referenced in the Naviance privacy policy and terms of service to provide the Service to Client.

4. The parent, legal guardian or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by contacting the Client, which will have access to a dashboard within the Naviance platform through which such review and corrections may be made. Client has the sole responsibility to enter, correct, and control employee and pupil access to pupil records. Client is also solely responsible for responding to requests from parents, legal guardians and eligible pupils as defined by California Education Code section 49073.1 to review pupil records and correct erroneous information.
5. Naviance has a variety of technical, physical and administrative safeguards in place to ensure the security and confidentiality of student information, student records and student-generated content. These include, but are not limited to: use of TLS technology when accessed by a secure web browser, server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users, hosting in a secure server environment that uses firewalls and intrusion detection technology in an effort to prevent interference, denial of service, or unauthorized access from the outside, and requirements that users access the service only with unique account identifiers, user names, and passwords that must be entered each time a client or user signs on.
6. Naviance shall:
 - a. Notify a representative designated by Client of a security breach as required by law
 - b. In the event of unauthorized access of pupil information, provide Client with the name and contact information for a Naviance employee who shall be available to

assist Client in resolving obligations associated with any incident involving unauthorized access to pupil information.

7. Upon termination of this Agreement, at the written discretion of Client that Client data be deleted, Naviance shall comply with such written request within thirty (30) days. If no such request is received, personally identifiable information from pupil records will be destroyed after the standard Naviance data retention period.

Notwithstanding the above, in the event that Naviance maintains personal accounts for pupils, if a pupil maintains a personal account with Naviance, any content generated by such pupil shall be maintained by Naviance in such account until otherwise instructed by the pupil.

8. In the event Client is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties agree as follows: (A) Client appoints Naviance, and third party(ies) assisting Naviance in performing the Services, as reasonably determined by Naviance, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance, and such third party(ies), as appropriate, 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 information obtained from Client by Naviance in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parent/legal guardian, unless such third party(ies) is assisting Naviance in performing the Services, as reasonably determined by Naviance, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1), (ii) will be used only to fulfill Naviance' responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically.
9. Naviance acknowledges and agrees that personally identifiable information from pupil records will only be used for those purposes required or permitted under the Agreement, inclusive of the Naviance Privacy Policy.

Terms of Service

Naviance Inc. maintains the Naviance platform inclusive of Naviance for High Schools, Naviance for Middle Schools, Naviance for Districts, Naviance eDocs, Naviance Course Planner, Naviance Alumni Tracker, Naviance Student, and Naviance Marketplace as well as the PrepMe customized learning and test preparation products and services (collectively, the "Service") subject to the terms and conditions described herein. Your use of the Service constitutes an agreement by you to abide by these terms and conditions (the "Agreement"). If you have entered into this Agreement on behalf of an organization, you represent that you have the authority to bind that organization to these terms and conditions. The term "Client" herein refers to (i) the organization and its officers, directors, agents, and employees or (ii) an individual, in the case of a non-legal entity who are registered to use the Service as a counselor, teacher, admissions officer, or other professional capacity. The term "User" herein refers to a student, a student's parent(s) or guardian(s), and/or a person who registers for the Service through an account provided by a Client or who registers for the Service as an individual. If you do not have the necessary authority, or if you do not agree with these terms and conditions, then you may not use the Service.

1. Scope. The Service includes a browser interface and data encryption, transmission, access, and storage (subject to commercially-reasonable limits as may be imposed by Naviance in its sole discretion). Client's and User's registration for, or use of, the Service shall constitute an acceptance to abide by this Agreement including any materials incorporated by reference herein. Client and Users are responsible for their own Internet connection, communications and computer costs.

2. Service Fees. Certain websites or features of the Service are fee-based and may require a fee for access or use. Such fees are subject to the provisions of this Section.

2.1 Charges and Payments. Client will pay all fees or charges to its account in accordance with the billing terms in effect at the time a fee or charge is due and payable. Service fees are non-refundable whether or not Client actively uses the Service. Client may add additional, optional features by request. Naviance reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least sixty (60) days prior notice to Client; provided, however that such fees shall not become effective for Client for services then in effect on Client's account until the next renewal period for Client's account.

2.2 Billing and Renewal. Naviance charges in advance for use of the Services. Naviance will notify Client of the opportunity to renew the Service approximately thirty (30) days or more prior to the subscription expiration date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client 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).

2.3 Billing Information. Client agrees to provide Naviance with complete and accurate billing and contact information. This information includes legal name, street address, e-mail address, and name and telephone number of an authorized billing contact. Client agrees to update this information within thirty (30) days of any change to it.

2.4 Non-Payment and Suspension of Service. Client's account will be considered delinquent if payment in full is not received within sixty (60) days of the date of an invoice. Naviance reserves the right to suspend or terminate this Agreement and Client's and Client's Users' access to the Service if Client's account becomes delinquent. Delinquent invoices are subject to an interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Client will continue to be charged during any period of suspension. If Client or Naviance initiates termination of this Agreement, Client will be obligated to pay the balance due on the account computed in accordance with Section 2.1 Charges and Payments. Client agrees that Naviance may charge such unpaid fees to Client's credit card, if applicable, or

otherwise bill Client for such unpaid fees. Naviance also reserves the right to impose a separate reconnection fee should Client thereafter again request access to the Service.

3. License. Subject to the terms of this Agreement, Naviance grants Client a non-exclusive, non-transferrable worldwide right to use the Service, solely for Client's own business purposes and for the right to provide Users individual accounts to use the Service. Client shall not, without the prior written approval 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 Client are reserved by Naviance and its licensors. Subject to the terms of this Agreement, Client grants to Naviance the non-exclusive, worldwide right to use, copy, store, transmit and display Client and User data hosted on the Service by Naviance ("Client Data") in accordance with the terms of the privacy policy referenced in Section 5.1 herein. User acknowledges that User has no rights except as expressly identified in the Privacy Statement with respect to Client Data.

4. Client and User Responsibilities.

4.1 Client Responsibilities. Client is responsible for any and all activities (other than User purchases) that occur under Client's and its Users' accounts. Client shall: (i) maintain the confidentiality of Users' 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 use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Client; (iv) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data collection, use, disclosure and privacy; international communications; and the exportation of technical or personal data; (v) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide false identity information to gain access to or use the Service.

4.2 User Responsibilities. Users are responsible for any and all activities that occur under their accounts. Users shall: (i) maintain the confidentiality of their names and passwords; (ii) notify Client who provides User's access immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Client who provides User's access immediately and use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Users; (iv) use the Service in compliance with all applicable local, state, federal, and international laws, regulations, and conventions, as well as with the terms and conditions of this Agreement; and (v) not impersonate another user of the Service or provide false identity information to gain access to or use the Service. User will not attempt to change any fields that are not intended for User modification. Any attempt by User to view or manipulate the records of another User will be deemed a material breach and, in addition to exercising its termination rights under this Agreement, Naviance may, in its discretion, inform any relevant authorities.

5. Account Information and Data.

5.1 Privacy. Naviance is committed to protecting the privacy of Client Data and maintains a detailed privacy policy, which may be viewed at <http://succeed.naviance.com/privacy.php>. Naviance reserves the right to modify its privacy policy in accordance with the procedure outlined in Section 17 herein. Without limiting the generality of Section 4.1(iv) of this Agreement, Client represents that it complies with all applicable data privacy laws, rules and regulations with respect to the personal data it stores, collects, and maintains through the Service.

5.2 Security.

5.2.1 The Service has security measures in place to help protect against the loss, misuse, and alteration of the data under Naviance's control. When the Service is accessed using a supported web browser, Secure Socket Layer (SSL) 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 implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Finally, the Service requires unique account identifiers, user names, and passwords that must be entered each time a Client or User signs on. These safeguards help to prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data. The Internet, however, is not perfectly secure and Naviance shall not be responsible for security breaches not reasonably within its control.

5.2.2 Without limiting the generality of Section 4.1(iv) of this Agreement, Client shall comply with all applicable data security laws, regulations and business guidance published by the Federal Trade Commission, and implement, maintain and update (as appropriate) reasonable security policies, procedures and practices appropriate to the nature of the personal information collected through the Service, in order to protect such information from unauthorized access, destruction, use, modification or disclosure.

5.3 Family Educational Rights and Privacy Act ("FERPA"). In the event Client is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the Parties agree as follows: (A) Client appoints Naviance as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 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 information obtained from Client by Naviance in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill Naviance's responsibilities under the Agreement. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically.

5.4 Children's Online Privacy Protection Act ("COPPA"). Without limiting the generality of Section 4.1(iv) of this Agreement, in the event that Client's use of the Service subjects Client to the provisions of COPPA, Client acknowledges that: (i) if it chooses to make Family Connection available to Users that Client shall be considered the "operator" of that website for the purposes of COPPA, and (ii) Client shall fully comply with COPPA and any rules or regulations promulgated thereunder.

6. Term and Termination.

6.1 Term of Service. This Agreement commences on the date Client access to the Service is first enabled ("Effective Date") and shall continue for an initial term of one year or longer subject to mutual agreement by the Parties, which may be renewed by mutual agreement, unless terminated sooner pursuant to this Agreement. In the event the term is longer than one year as agreed upon and stipulated on the order form and the client desires to cancel this agreement before the end of that term, Client shall remain responsible for 100% of the amount of this agreement.

6.2 Termination for Cause. Any breach of payment obligations or unauthorized use of the Service by Client or User will be deemed a material breach of this Agreement. Naviance, in its sole discretion, may terminate Client's and Users' passwords, account or use of the Service if Client or User breaches or otherwise fails to comply with this Agreement.

6.3 Data Retention. Client agrees and acknowledges that Naviance has no obligation to retain Client Data, and may delete Client Data, more than thirty (30) days after termination. Upon termination of this Agreement, or at the discretion of Client, Client may request in writing that Client Data be deleted, and Naviance shall comply with such written request within thirty (30) days after termination. Naviance has no obligation to retain Client Data if Client or User has materially breached this Agreement and such breach has not been cured within thirty (30) days of notice of such breach. Naviance has no obligation to retain Client Data if the account is delinquent, and such Client Data may be irretrievably deleted. Prior to deletion, Naviance may charge a

reasonable fee, for which payment shall be made in advance, to transfer Client Data to Client in a reasonable manner.

7. Naviance Ownership. Naviance alone (and its licensors, where applicable) owns all right, title and interest, including all related copyright, patent, trademark and other proprietary rights ("Intellectual Property" rights), in and to the Service and will own any suggestions, ideas, enhancement requests, feedback, and recommendations provided by Client, Users, or any other party relating to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property owned by Naviance to Client or Users. 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; provided, however, that Client may link to the homepage of a Naviance website 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). Client may not frame any page of a Naviance website

8. Third-Party Rights.

8.1 During use of the Service, Client may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-parties showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Client and the applicable third-party. Naviance and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Client and any such third-party. Naviance does not endorse any sites on the Internet that are linked through the Service. Naviance is providing these links to Client only as a matter of convenience. Naviance does not control the third-party sites and in no event shall Naviance or its licensors be responsible for any content, data practices, products, or other materials on or available from such sites.

8.2 Naviance engages the services of third-party intermediaries to provide credit card processing services to Client and Users. Such intermediaries are solely a link in the distribution chain, and are not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing and as required by law. Before Client and Users submit credit card information, Client and Users shall be required to agree to any applicable third-party intermediaries' terms of service and privacy policies, including provisions on limited warranties and liability.

8.3 In connection with the Services provided by Naviance, Client may register for, purchase, access, or obtain products, services, and/or features to be provided by third parties (e.g., Naviance Marketplace partners). The agreements between Naviance and such third parties may permit Naviance (i) to bill Client for such third party products or services, and/or (ii) deliver such third party products or services to Client. Such third party products or services shall not be considered "Services" for the purposes of this Agreement, and the liability of Naviance to Client or any Users for or in connection with any such third party products or services shall be limited to the amount of fees paid to Naviance by such Client or User for such third party products or services less any amounts paid by Naviance to such third party for such third party product or service.

9. Representation & Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Naviance represents and warrants 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. Client and Users represent and warrant 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 and conditions of this Agreement. Each party represents and warrants that it shall make commercially-reasonable efforts, including the use of virus-scanning software on computers that upload files to the Service, to prevent the Service from becoming infected with or spreading a computer virus.

10. Indemnification.

10.1 Client shall indemnify 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 attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of Client Data infringes the Intellectual Property of, or has caused harm to, a third party, or (ii) a claim arising from or alleging breach by Client or Users of this Agreement; provided that Naviance: (a) promptly gives written notice of the claim to Client; (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless it unconditionally releases Naviance of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Client all reasonably available information and assistance; and (d) has not compromised or settled such claim without Client's prior written consent.

10.2 Naviance shall indemnify and hold Client 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 attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes the Intellectual Property of a third party, or (ii) a claim arising from or alleging breach by Naviance of this Agreement; provided that Client: (a) promptly gives written notice of the claim to Naviance; (b) gives Naviance sole control of the defense and settlement of the claim (provided that Naviance may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provides to Naviance all reasonably available information and assistance; and (d) has not compromised or settled such claim without Naviance's prior written consent. Naviance shall have no indemnification obligation, and Client shall indemnify Naviance pursuant to this Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of Client's or any of Client'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 given in writing.

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; (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 CLIENT'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 CLIENT THROUGH THE SERVICE WILL MEET CLIENT'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 YOU 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. EXCEPT FOR INDEMNITY OBLIGATIONS OR AMOUNTS ACTUALLY DUE FOR PROVISION OF THE SERVICE, IN NO EVENT SHALL ANY PARTY'S AGGREGATE LIABILITY UNDER ANY THEORY OR FOR ANY REASON WHATSOEVER EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL ANY PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE,

PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 Client or Users.

15. Local Laws and Export Control. The Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Client acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity 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 (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this site, Client represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. Client agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. 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. If Client uses the Service from outside the United States, Client is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States law 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 Client or Users on record with Naviance. Such notice shall be deemed to have been given to Client or Users upon the expiration of 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). Client 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. Naviance reserves the right to change the terms and conditions of this Agreement at any time. Naviance shall notify Client and Users not fewer than sixty (60) days prior to any material change in the terms and conditions of this Agreement. Such change shall be effective upon renewal of this Agreement. Renewal of this Agreement after any such changes shall constitute Client's consent to such changes. Continued use by Users after notice - and, if Users have access to the Service through an account provided by Client, Client's renewal - shall constitute User's acceptance of the changes.

18. Assignment. This Agreement, including all rights and obligations hereunder, may not be assigned by Client or Users without the prior written approval of Naviance, however, this Agreement may be assigned by either party without prior written approval to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this Section shall be void.

19. General. This Agreement shall be governed by District of Columbia law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this

Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the District of Columbia. In the event of any inconsistency between this Agreement and any purchase order or similar terms on any client form, this Agreement shall control. All parties will at all times comply with all applicable laws, rules and regulations. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) 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. No joint venture, partnership, employment, or agency relationship exists between Naviance and Client 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. This Agreement comprises the entire agreement between Naviance and Client 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 2 (for any Service provided prior to termination), 6, 7, 10.1, 11, 13, and 19 shall survive termination of this Agreement.

20. Additional Terms.

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

20.1.1. Client Responsibilities for Professional Development. With respect to professional development sessions, participants should meet the prerequisites stated for each course to ensure that each session is productive and effective. All professional development sessions are hands-on sessions and require a computer for each participant. The Client 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. The Client must also plan to have no more than 15 individuals attend a private session at a time to ensure proper student to instructor ratio for effective learning. Client agrees to work with Naviance to ensure that any private professional development session purchased is conducted **no later than six months** from the date of purchase and acknowledge that a failure to have Naviance deliver a session within six months from the date of purchase shall constitute a cancellation by Client as described in Section 20.1.6. For seats purchased in public webinars, Client agrees to register and attend public webinars hosted by Naviance **no later than three months** from the date of purchase. Failure to attend a public webinar in the designated timeframe shall constitute a cancellation by Client as described in Section 20.1.6.

20.1.2. Client Responsibilities for Consulting Services. With respect to consulting services, Client agrees to the required preparation as outlined by Naviance to effectively start the engagement and utilize the services of the Naviance Consultant. Client 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 the client. 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 the client. The Naviance consultant cannot install cURL, create a cURL directory or configure cURL for the Client.

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

20.1.4. Payments and Refunds. Client or a contact designated by Client will be invoiced for professional development session(s) and consulting services at the time of purchase. If applicable, Naviance will invoice Client 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 2 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 20.1.5.

20.1.5. 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, Client may choose to reschedule, attend another comparable session, or receive a full refund.

20.1.6. Cancellation or Rescheduling by Client. Client may reschedule a private on-site or webinar session that has been previously confirmed by Naviance, provided that Client agrees to: (a) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (b) pay costs incurred on Client'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 (c) pay travel expenses associated with the session once rescheduled, if applicable. If Client is unable to attend a previously confirmed public webinar session, Client may register and attend an alternate public webinar session provided that session has availability and that the Client notifies Naviance in writing at least 24 hours in advance prior to the scheduled start of the original public webinar session. A session shall be considered canceled by Client, with no further obligations by Naviance, in the event of any of the following: (a) failure to schedule a private session to be conducted within six months from the date of purchase, (b) failure to attend a public webinar session within 3 months from date of purchase, (c) failure by Client to attend a session for which Client is registered without providing the specified advance notice to Naviance, or (d) failure by Client to reschedule a session in accordance with the provisions of this Section. Client agrees to pay any fees for services and to pay any expenses incurred by Naviance on Client's behalf in connection with sessions confirmed by Naviance and canceled by Client. If cancellation of a private or public session is a result of inclement weather resulting in a school closing or delay, Client is still responsible for paying any expenses incurred by Naviance on the Client's behalf, however the session will not be considered cancelled by the client.

20.2 Use of Interactive Areas.

20.2.1. The Service may contain discussion forums in which Clients, Users, or third-parties may post reviews of, make recommendations for or give ratings of content, events, products, services or third-party providers, or post other content, messages, materials or other items ("Interactive Areas"). If Naviance provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. You acknowledge and agree that Naviance may set up any such forum to be accessible by all Clients and Users or by certain Clients and Users selected at the sole discretion of Naviance or any designee chosen by Naviance. Eligibility for access or membership in any given forum (or any continued access and membership) shall be determined by Naviance or its designee in its sole discretion, and you may not be given access to certain forums.

20.2.2. No review, recommendation or rating within the Service or in any Interactive Area shall be deemed to be an endorsement by Naviance of any the particular matter subject of the review, recommendation or, if such matter is a third-party provider, a guarantee of such provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness or other personal and professional characteristics.

20.2.3. Naviance takes no responsibility and assumes no liability for any content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Naviance liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Naviance is not liable for any statements, representations or content provided by its Clients and Users in any public forum, personal home page or other 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 absolute discretion, to remove, screen, or edit without notice any content posted or stored within the Service at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any material you post or store in these areas at your sole cost and expense.

20.2.4. Any use of the Interactive Areas or other portions of the Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Service. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Naviance's systems and customers, or to ensure the integrity and operation of Naviance's business and systems, Naviance may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted content

20.2.5. Naviance does not and cannot review all content submitted by Clients and Users to the Service, and Naviance therefore does not make any representation or warranty with respect to it and Naviance does not endorse any specific products or services which may be included in any such content. However, Naviance reserves the right to block or remove content or communications that Naviance determines, in its discretion, to be in violation of these Terms of Service. As explained above, under Disclaimer of Warranties, the Service is offered "as is," and you use it at your own risk. Without limitation, this means that, despite the requirements of these Terms of Service, Clients and Users may post content that violates them. Naviance assumes no responsibility or liability for such content. If you have submitted objectionable content, Naviance may, in its sole discretion, terminate your account, take legal action against you and/or, if applicable, notify the appropriate authorities or parties, all without prior notice or liability to you.

20.3. 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. Please describe the work and, where possible, include 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: Paul M. Vogt, Esq., 46 Southfield Avenue, Suite 400, Stamford, CT 06902. 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.

Naviance Privacy Policy

(Last updated
6/23/2016)

Naviance by Hobsons ("Naviance") is a web and mobile-based K-12 college and career readiness platform owned and operated by Naviance, Inc. Naviance helps students in grades K-5 explore the connection between their interests, goal setting and achievement, and helps students in grades 6-12 explore goal setting, career ideas, academic planning, and college preparation, while operating as the system of records for schools and districts.

Your privacy is important to us and we are committed to protecting your information. This Privacy Policy explains how we collect, use and protect information in Naviance. This Privacy Policy must be read together with the [Terms of Service](#).

If you are located outside of the United States, please be aware that the information you provide to us is transmitted to and processed in the United States. Data will be protected subject to this Privacy Policy and applicable law, which may be different from the laws in your country. By using Naviance, you agree to this.

Information Provided by Schools and Districts ("Clients"):

When Clients decide to use Naviance, they submit information necessary to create their school account, including first and last names, ID numbers, email addresses, user names and passwords for the school and district staff users.

Clients also submit minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance:

- Grades K-2: Grade and teacher name
- Grades 3-5: Last name, unique ID number, grade and teacher name
- Grades 6-12: Last name, unique ID number, gender, class year and district campus

Additional information Clients would like to host about their students within Naviance is done at the Clients' discretion for their internal review, analysis and reporting. This may include student personal information and academic records, including student first names, contact information, date of birth and other demographic information, grades, test results and performance data. Clients may also host information about a student's parent or legal guardian, including, but not limited to names, street addresses and other contact information.

Clients may create accounts in Naviance for students' parent or legal guardians by importing their existing records and submitting user names. At the Client's discretion, parents may be provided with access privileges to view and/or edit certain information.

Information Provided by Students:

Depending on their grade, students log into Naviance using information provided by the Client or they create their own user name and password:

- Grades K-2: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 3-5: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also be asked to enter a user name provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.

- Grades 6-12: Students create a user name and password. Also, subject to the configuration options selected by Clients, students may choose to add information such as their email address, phone number or home address.

A Special Note About Students Under the Age of 13:

Naviance, Inc. operates in compliance with the Children's Online Privacy Protection Act (COPPA). Subject to the configuration options selected by Clients, students under the age of 13 may be asked to submit personal information. Any such information is used only for their school purposes.

Naviance, Inc. relies on Clients to provide consent for collection of that data on behalf of the parents or legal guardians, as agreed to in advance by Clients.

Clients may also make any information provided by students under the age of 13 available to parents or legal guardians to review through each Client's product dashboard.

Naviance Usage Information and Cookies:

When using Naviance, our servers automatically collect the Internet Protocol ("IP") address associated with the user's computer. We may also collect additional information such as login timestamp, the browser type and version, and the operating system of the computer. This information is logged to help us to diagnose technical problems and to administer Naviance.

To collect information about the use of Naviance, we use cookies. Cookies are small data files sent by a website or application and stored on the computer or device at the request of that site or app. Cookies store information related to the browser to enable us to recognize the browser on return visits to Naviance and to remember your preferences. We use third-party service providers to assist us in collecting and understanding the usage information. Most browsers can be set to detect browser cookies and to let you reject them, but refusing cookies may make it difficult to use Naviance. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your Web browser.

How We Use and Disclose Information:

WE DO NOT SELL DATA, and we do not use personally identifiable information for commercial purposes. In addition, we do not disclose, distribute, access or reference any personal information except as noted at the time that we request the information or in the following circumstances:

- When directed by Clients on behalf of their employees or students
- To our third party service partners to permit them to provide features and services on our behalf and as requested by Clients (see Third Party Services section)
- To postsecondary institutions when a Client has specifically requested the availability of features that allow their users in grades 9-12 to connect with such institutions
- To resolve a problem or support issue on behalf of a Client
- To investigate a suspected violation of the Terms of Service.
- As may be required by law or as ordered by a court, in which event we shall notify Clients and shall work with Clients to seek to limit the scope of the required disclosure
- In the event of a reorganization, merger, sale, assignment, bankruptcy or other disposition of our business, in which case the transferred information will remain subject to the terms of this Privacy Policy.

We may use non-personal information, including aggregated, de-identified data for a variety of purposes subject to applicable law, including:

- to improve our educational products for adaptive learning purposes and for customizing the student experience
- to demonstrate the effectiveness of Naviance, including in our marketing materials

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- to develop and improve our products

Third Party Services:

Naviance provides Clients with access to a variety of features which Clients may choose to make available to their students. These features, some of which are operated by third party providers, are available only to students in grades 6-12, and may be turned on or off at the sole discretion and control of Clients.

Naviance also provides Clients of students in grades 6-12 with the opportunity to purchase additional third party features. These include, but are not limited to, features that allow students to explore learning styles, explore college and career pathways, and connect with postsecondary institutions around the globe that may be of interest.

If Clients choose to make these features available to their students, a limited amount of information, including personal information, may need to be sent to the third party in order to deliver the service to the Client and their students. Naviance does not disclose more information to third parties than is necessary for them to provide features on behalf of Naviance.

All third parties have agreed to handle the information in compliance with this Privacy Policy and the Naviance security policy. They may use the information for the sole purpose of providing the service to Clients and their students.

We are not responsible for data once it has been submitted to a postsecondary institution. In addition, Clients and students should be aware that if they choose to connect with a postsecondary institution in another country, their data will be subject to the laws of that country.

Naviance also provides Clients with links to third party websites and allows Clients to add links to websites that they may then share with their students in all grades. We do not control, and therefore are not responsible for, the content or privacy practices of those websites. Those websites are governed by their own privacy policies, and we encourage Clients and students to read them.

How Clients Can Modify Information:

Clients may update or change their institution's information by contacting us, or in some cases, may update their records through the relevant areas of Naviance. We also provide Clients with a dashboard that allows them to access, modify and delete student and parent information, as may be required by law or otherwise deemed necessary from time to time. At their discretion, Clients may also provide students and parents with the ability to access select information.

Since Naviance is used at the direction of the Client, parents and eligible students must work directly with their school to access or modify their information or manage permissions.

Security:

We are committed to protecting the security, integrity and confidentiality of the data through the use of physical and technical safeguards. Naviance uses Transport Layer Security (TLS) encryption and server authentication technology to protect data when Naviance is accessed using a supported web browser.

We host Client data in secure server and cloud-based environments that use a firewall and other industry-standard technology in an effort to prevent interference or access from outside intruders. We also require unique account identifiers, user names, and passwords that must be entered each time Clients, students or parents sign on to Naviance. The Internet, however, is not perfectly secure and Naviance is not responsible for security breaches not reasonably within its control.

We require that Clients maintain the confidentiality of their user names and passwords. If Clients become aware of any unauthorized use of an account, loss of their or their students' or parents' account credentials or suspect a security breach, notify us immediately.

Data Retention:

As a system of record for its Clients, Naviance retains the data at the sole discretion of Clients, and for as long as they have active agreements for Naviance. After termination of an agreement, Naviance will retain Client data for a limited time period in accordance with the Naviance Data Retention Policy for the convenience of Clients, so that they may retain continuity of their experience should they choose to reengage with Naviance. At the end of the data retention period, we securely delete and destroy personal information from Clients.

However, at any time upon termination of an agreement or otherwise at their discretion, Clients may submit a written request to have their personal information provided to Naviance deleted. We will comply with such written requests within (30) days.

Subject to prior agreement, Clients may choose to retain their data from users in lower grades for Naviance services for higher grades. The data will always remain under the direct control of the Client and subject to the terms of this Privacy Policy.

Note that in the event that a user chooses to submit data to a postsecondary institution, we are unable to delete or otherwise retract that information from the receiving institution.

Notwithstanding the above, we do retain aggregated, de-identified data for the purposes described in the section titled, "How We Use and Disclose Information."

Opt-Out Policy:

We send emails to Clients with information about our products that we believe may be of interest. Clients may opt out of receiving email messages from Naviance by contacting us at privacypolicy@hobsons.com or by clicking on the "unsubscribe" link found at the bottom of every email that we send.

If Clients have opted out of receiving communications from us, we may still send essential communications regarding Naviance to Clients' or students' accounts, such as password change messages.

We do not send email messages on behalf of third parties.

We do allow Clients to send messages to parents and students through Naviance. Parents and students should contact their school or district if they would like to discuss opting out of those messages.

In addition, if a student has opted in to receive emails from a postsecondary institution through features available in Naviance, students must opt out of such emails by contacting the institution directly or by clicking on the "unsubscribe" link at the bottom of the email.

Updates to This Policy:

As our product evolves, we may make changes to this Privacy Policy. The "last updated" note at the top of this page indicates when it was last revised. Material changes to the Privacy Policy will be provided to the business contacts for our Clients, and such changes will be effective when accepted by Clients on behalf of their employees, students and parents and when the Privacy Policy is posted within Naviance. Non-material changes will become effective when we post the revised Privacy Policy within Naviance.

Contact:

If you have any questions regarding this Privacy Policy, please contact us at:

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Naviance, Inc.
50 E-Business Way, Suite 300
Cincinnati, OH 45241
Attn: Privacy Office

- or -

Email: privacypolicy@hobsons.com

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