Terms of Service

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

By using the Service, you are deemed to have entered into a binding agreement with Naviance whereby you shall abide by these Terms and any accompanying Order Form (collectively, the "Agreement"). For purposes of clarity, any Order Form to which these Terms are attached or in which these Terms are referenced is deemed to incorporate these Terms.

If you have entered into this Agreement on behalf of an educational institution (an "Institution"), you represent that you have the necessary authority to bind that Institution to this Agreement. If you do not have the necessary authority, or if you do not agree with any of these Terms, then you may not use the Service. Any use of the Service in violation of these Terms is unauthorized and is expressly prohibited.

Naviance is committed to protecting your privacy, and therefore maintains a Privacy Policy which is incorporated as part of this Agreement and which may be viewed here.

As used in this Agreement, (i) the term "Customer" refers to the Institution and its officers, directors, agents, and employees, and (ii) the term "User" refers to a student, a student's parent(s) or legal guardian(s) and/or a person who registers for the Service through an account provided by Customer.

1. Scope. The Service is a web and mobile-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 (a) to comply with all applicable laws, (b) to use the personally identifiable information only as necessary to provide the Service to Customer, (c) to delete the personally identifiable information when no longer needed or when Naviance requests that it be deleted on behalf of Customer, and (d) 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 from 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 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 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. 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 event that Section 3.4 below applies, Naviance will notify Customer of the opportunity to renew the Service approximately thirty (30) days prior to the subscription expiration 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, applicable charges and usage policies and to introduce new charges at any time, upon at least thirty (30) days prior notice to Customer; provided, however that such fees shall not become effective for Customer for services then in effect on Customer's account until the next renewal period for Customer's account. If Customer has agreed to automatically renew the Agreement in accordance with section 3.4 and a schedule noted in the Order Form, fee changes noted in 3.4 or the Order Form will apply.

3.4 Autorenewal. In the event that Customer has purchased Naviance through an autorenewal process, this Agreement shall automatically renew unless Customer provides Naviance with written notice of its intent to cancel not fewer than thirty (30) days prior to the autorenewal date, which shall be the one (1) year anniversary of the subscription date, and on each annual anniversary date thereafter. Service fees will increase by no more than five percent (5%) annually. Written cancellation requests will be honored only at the end of the one (1) year anniversary date of the subscription.

3.5 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 this 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 Ownership. As between Naviance and Customers/User(s), Naviance owns all right, title and interest, including all related copyright, patent, trademark and other intellectual and proprietary rights (collectively, "Intellectual Property Rights"), in and to the Service and shall have any and all proprietary rights in, without limitation, any suggestions, ideas, enhancement requests, feedback, and recommendations provided by Customer, Users, or any other party relating to the Service. For purposes of clarity, this 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 this 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.

5. License. Subject to the terms of this Agreement, Naviance grants Customer a non-exclusive, non-transferable, nonsublicensable, nonassignable, 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 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 Customer in this Agreement are reserved by Naviance and its licensors. Subject to the terms of this 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.

6. Customer and User Responsibilities. Customer is solely responsible for any and all activities that occur under or in connection with Customer's and its Users' accounts. 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 the terms of the License provided in Section 5 that is known or suspected; (iv) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (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.

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

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 this 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 this 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 and Termination.

8.1 Term of Service. Unless otherwise set forth on the Naviance Order Form ("Order Form"), this Agreement commences on the date of Order Form execution ("Effective Date") and shall continue for the term set forth on the Order Form (the "Initial Term"), unless terminated earlier by either party pursuant to this Agreement. In the event that Customer has purchased the Service through an autorenewal process, this Agreement shall automatically renew thereafter for consecutive one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless Customer provides Naviance with written notice of its intent not to renew not fewer than thirty (30) days prior to the conclusion of the Initial Term or the then-current Renewal Term.

8.2 Termination for Cause. Naviance may terminate this Agreement in its sole discretion if Customer has breached any term of this Agreement and fails to cure such breach within fifteen (15) days following receipt of written notice from Naviance thereof.

8.3 Data Retention. As soon as practicable upon expiration or termination of this 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 time frame 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.

9. Representation, Warranties, and Covenants. Each party represents, warrants, and covenants that it has the full legal power and authority to enter into this 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 and conditions of this Agreement.

10. Indemnification.

10.1 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 attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the Intellectual Property of, or has caused harm to, a third party, or (ii) a claim arising from or alleging breach by Customer or Users; 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 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 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 attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the Intellectual Property of a third party. Naviance shall have no indemnification obligation, and Customer shall indemnify Naviance pursuant to this 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 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 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 any Customer or User for any indirect, special, exemplary or consequential damages including, without limitation, loss of data, lost profits, in any manner related to the Service or Customer's or any User's 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 Customer or User for use of the Service.

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 Customers or Users.

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. This Agreement may only be modified by the written agreement of both parties.

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

19. General. This Agreement shall be governed by Commonwealth of Virginia 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 Eastern District of the Commonwealth of Virginia. In the event of any inconsistency between this Agreement and any purchase order or similar terms on any Customer form, this Agreement shall control. 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 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. This Agreement 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 6, 7, 9, 10, 11, 13, and 19 shall survive termination of this Agreement.

20. Professional Services. In the event Customer elects to receive professional services, including professional development and/or consulting services from Hobsons, Inc., 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: (a) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (b) 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 (c) 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: (a) failure to schedule a session to be conducted within 12 months from the date of purchase, (b) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance, or (c) failure by Customer to reschedule a session in accordance with the provisions of this Section. 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. 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: Matthew S. Kelman, 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
- 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:

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

- or -

Email: privacypolicy@hobsons.com

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