

DATA PRIVACY POLICY AMENDMENT

This Data Privacy Policy Amendment (this “Amendment”) is dated as of October 8, 2018, (the “Amendment Effective Date”) by and between Naviance, Inc. (“Naviance”) and Plymouth School District (“Customer”).

Naviance and Customer have previously agreed to the Order Form on Q249038 (the “Original Agreement”).

NOW THEREFORE, Naviance and Customer would like to incorporate a data privacy policy to the Original Agreement. 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:

Capitalized terms not defined herein shall have the meanings given to them in the Original Agreement. All references in the Agreement to “this Agreement” shall be deemed to mean the Original Agreement as modified and supplemented by this Amendment.

Unless otherwise stated in this Amendment, all terms and conditions of the Original Agreement shall be in full force and effect.

Pursuant to Connecticut General Statutes 10-234aa-10234dd (the “Statutes”) In the event of any conflict between the terms contained herein and any other document, the terms herein shall prevail.

1. Student information, student records and student-generated content as defined in the Statutes are not the property of or under the control of Naviance, Inc.
2. The Client may request the deletion of student information, student records or student-generated content in the possession of Naviance, Inc. by sending a written request to Naviance, Inc. Naviance, Inc. will delete the data as requested.
3. Naviance, Inc. shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in the student records or student-generated content and correct erroneous information, if any, in such student record by contacting the school at which the student is enrolled, which will have access to amend all such records.
5. Naviance, Inc. 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. In the event of an unauthorized release, disclosure or acquisition of student information, student records or student generated content, Naviance, Inc. shall notify the local or regional board of education as soon as practicable, but no later than the period of time set forth in section 10-234dd of the Statutes, after Naviance, Inc. becomes aware of it.
7. Upon termination of this Agreement and with the written direction from Customer that its student information, student records or student-generated content data be deleted, Naviance, Inc. shall comply with such written request within thirty (30) days.
8. Subsequent to clause (7), student information, student records or student-generated content shall not be retained or available to Naviance, Inc. unless Naviance, Inc. establishes personal, individual accounts for students, parents or legal guardians of a student, and such student, parent or legal guardian of a student chooses to establish or maintain an electronic account with Naviance, Inc. for the purpose of storing student generated content.
9. Naviance, Inc. shall work with the local or regional board of education to ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
10. The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this Amendment.
11. This Amendment may only be modified by written consent of the parties.

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

Naviance, Inc. DocuSigned by:
By: Monica Morrell
0F3AD39C8594408
Name: Monica Morrell
Title: VP Account Mgmt & Services

Customer
By: Richard Trudeau
Name: Richard Trudeau
Title: Director of Technology