

Pursuant to Connecticut Public Act 16-189 (the "Act"):

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 CT Public Act 16189 are not the property of and 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 accordance with the provisions of section 4 of CT Public Act 16-189, 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 clauses (a) (1) or (2) of section 4 of CT Public Act 16-189 (as applicable) after Naviance, Inc. becomes aware of it.
- (7) Upon termination of this Agreement and with the written direction from Client that Client data be deleted, Naviance, Inc. shall comply with such written request within thirty (30) days.
- (8) Student information, student records or student-generated content shall not be retained or available to Naviance, Inc. upon completion of the contracted services pursuant to the data deletion provision in Section 2(a)(7) 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 Rider.