

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**NAVIANCE, INC.**  
(hereinafter referred to as "Naviance"),  
having its principal place of business at  
3303 Wilson Boulevard Suit 500, Arlington, Virginia 2220

**WHEREAS**, SBBC and Naviance entered into an Agreement dated September 16, 2015 (hereafter "Agreement"); and

**WHEREAS**, the Agreement is needed to prepare students for postsecondary options; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "Amendment").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from September 29, 2018 through September 28, 2019, unless terminated earlier pursuant to Section Article 3.05 Termination of the Agreement.

1.04 **Amended Provisions.** The parties hereby agree to delete that part of Exhibit A to the Agreement relating Year 4 pricing and expenses, and replace those terms in their entirety with the terms set forth on the FIRST AMENDMENT EXHIBIT A – YEAR 4 PRICING attached hereto

1.05 **Cost of Services.** SBBC shall pay Naviance for serviced rendered under this First Amendment in a single lump sum payment of \$394,661.18, as per **First Amendment Exhibit A**, due net thirty (30) calendar days after issuance of SBBC Purchase Order.

1.06 In section 2.10 Insurance Specifications of the Original Agreement, both instances of "Deductible shall not exceed \$50,000" are replaced with "Self-insured retention shall not exceed \$250,000". All other provisions in 2.10 remain.

1.07 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.08 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.09 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR NAVIANCE:**

(Corporate Seal)

NAVIANCE INC.

ATTEST:

By [Signature]  
Jason Pletcher, Chief Financial Officer

\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness

[Signature]  
Witness

STATE OF Kentucky  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2018 by Rebecca Wenning of Genscape on behalf of the corporation/agency. He/She is personally known to me or produced Driver's License as identification and did did not first take an oath. Type of Identification

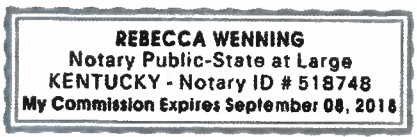
My Commission Expires:

[Signature]  
Signature - Notary Public

Rebecca Wenning  
Printed Name of Notary

(SEAL)

518748  
Notary's Commission No.





# Sales Order Form

50 E Business Way  
Suite 300  
Cincinnati, OH 45241  
[www.hobsons.com](http://www.hobsons.com)

**Sold To:** Broward County School District  
**Name:** Dan Gohl, Chief Academic Officer  
**Address:** 600 Se 3rd Ave, Ft Lauderdale, FL 33301-3125  
**Email:** [dan.gohl@browardschools.com](mailto:dan.gohl@browardschools.com)  
**Phone:** 754-321-0510  
**Naviance ID:** 1200180dus

**Hobsons Contact:**  
**Name:** Jaime Blair  
**Email:** [jaime.blair@hobsons.com](mailto:jaime.blair@hobsons.com)  
**Phone:** (703) 859-7388

**Order Date:** June 11, 2018

**Valid Until:** 10/1/2018  
**Quote Number:** Q236165  
**Contract Start Date:** 9/17/2018  
**Contract End Date:** 9/16/2019  
**Contract Term (In Months):** 12  
**Currency:** USD

**Purchase Order:**  
**Payment Term:** Net 30

Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Software Solutions Year 4: (Naviance for HS, Naviance for MS, eDocs and Alumni Tracker, Achieve works)	All students grades 6 - 12	Enrollment	9/17/2018	12	\$350,661.18
Professional Development and Consulting Hours Year 4	160 hours	Hours	9/17/2018	12	\$32,000.00
Prepaid Travel Year 4			9/17/2018	12	\$12,000.00

Total Price:	\$394,661.18
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**Notes: (if applicable)** Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.  
Pre-paid travel must be used within twelve (12) months of date of purchase, or within the term defined on the Order form. If travel costs of onsite services exceed the pre-paid amount, Client is responsible for paying all travel expenses that are in excess of the pre-paid travel amount.

**Comments:** All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Ralph Aiello	ralph.aiello@browardschools.com
Billing	Ralph Aiello	ralph.aiello@browardschools.com
<b>Payment Method:</b>	<b>Paying by credit or debit card?</b> Purchase Order # _____ Check _____ Wire Transfer # _____ Credit Card # _____ Card Holder Name: _____ Expiration Date (MM/YY): _____ Billing Zip Code: _____ Security Code: _____ Country: _____	
<b>CEEB Code:</b>		

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**