

## EVERFI Substance Abuse Site License – Premium package

### Three Year Data Protection and Purchase Agreement

This AGREEMENT dated as of August 2, 2018, between EverFi, Inc., a Delaware corporation, having an address at 3299 K Street NW Suite 400, Washington, DC 20007 (the "Organization"/"Company"/"Contractor"), and University of Connecticut, Wilber Cross Building 233 Glenbrook Road, Unit 4062, Storrs, Connecticut 06269-0001, (the "Partner"/"University").

1. **EVERFI Substance Abuse Site License – Premium Package.** During the term of this Agreement, the Organization will provide the Partner the following:

- A. **Users.** Unlimited users on AlcoholEdu, AlcoholEdu Ongoing, Prescription Drug Abuse Prevention, and AlcoholEdu for Sanctions.

- a. **AlcoholEdu** is an online population-level alcohol prevention course geared towards new, incoming students to empower students to make healthy choices about alcohol.
- b. **AlcoholEdu Ongoing** is an online population-level alcohol prevention geared towards continuing students to empower students to make healthy choices about alcohol.
- c. **Prescription Drug Abuse Prevention** is an online population-level prescription drug abuse prevention course that educates on opioids, stimulants, and depressants.
- d. **AlcoholEdu for Sanctions** is an online course geared towards students who have violated an alcohol policy.

- B. **Administrators.** Up to 3.

- C. **Reporting.** Real Time Data Analytics, National Benchmarking, Peer Institution Benchmarking, Custom Benchmarking, Annual Impact Report. See Student Glossary attached hereto and incorporated herein as Exhibit A for more detail.

- D. **Customizations.** Customizations Plus. See Student Glossary for more detail.

- E. **Data Integrations.** Available at no additional cost. See Student Glossary for more detail.

- F. **Support:** Dedicated Customer Success Manager (CSM), Proactive Updates, End-User Support. End-User Support is accessed 24/7 through support.everfi.com .

G. The Organization shall make the Substance Abuse Site License – Premium Package accessible via the Internet 24 hours, seven days a week, to Permitted Users (as such terms are defined below). Notwithstanding the foregoing, from time to time, the Organization may perform scheduled or unscheduled maintenance as may be necessary to maintain the proper operation of the Substance Abuse Site License – Premium Package. Access to the Substance Abuse Site License – Premium Package and the data that Permitted Users have inputted into the Substance Abuse Site License – Premium Package (the "**Student Data**") may be impaired or interrupted while such maintenance is being performed. The Organization may conduct scheduled maintenance between the hours of 12 a.m. and 8 a.m. Eastern Time, United States, or such time period as the Organization may from time to time substitute by providing notice to the Partner (including by posting an electronic message or bulletin to the Partner, or to all Permitted Users, on the Substance Abuse Site License – Premium Package). The Partner and Permitted User shall be solely responsible for their Internet connection, including all access lines, all Internet service provider connection charges, and any long distance telephone charges.

The "**Substance Abuse Site License – Premium Package**" consists of the Organization's following proprietary online education courses for college students (or, in the case of AlcoholEdu for Parents, for the parents of college students): AlcoholEdu, AlcoholEdu Ongoing, Prescription Drug Abuse Prevention, and AlcoholEdu for Sanctions.

"**Permitted Users**" means all students enrolled at the Partner. In addition, the Organization's employees may access the Substance Abuse Site License – Premium Package as Permitted Users for

purposes of administering and monitoring Permitted Users' use of the Substance Abuse Site License – Premium Package to the extent permitted under the terms of this Agreement and the functionality of the Substance Abuse Site License – Premium Package.

2. **Investment.** The Partner shall pay the Organization the contract value of \$45,000 per year for three years, as set forth in the attached Schedule A ("Investment"). Invoices shall be issued and due in accordance with the payment terms described on Schedule A.
3. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall continue for the period of time specified in Schedule A as the "Initial Term". This Agreement may be renewed for one or more additional two year renewal terms (each a "Renewal Term") by the Organization and the Partner executing a new Schedule A, and the same being approved by the Office of the Attorney General, if required, prior to the expiration of the then current Initial Term or Renewal Term (the Initial Term and any Renewal Terms, collectively, the "Term"). After expiration of the Term (without the parties electing to renew as provided above), the Partner will continue to have access to the services outlined in Section 1.F ("Online Services and Content: Substance Abuse Site License – Premium Package") until 7/1/2021 and the terms of this Agreement shall continue to apply with respect to such Substance Abuse Site License – Premium package through such date.
4. **Confidentiality of Student Data.** It is the Organization's policy to respect the privacy of the students and other Permitted Users who utilize the online education services. The Organization's website requires Permitted Users to enter certain information during the registration process, such as name and email address, in order to access the Substance Abuse Site License – Premium Package. The Organization collects additional information from Permitted Users as an integral part of the educational courses provide in the Substance Abuse Site License – Premium Package, including survey data and test results. (All such data collected from Permitted Users by the Organization, including data entered in the registration process, is referred to as Student Data under this Agreement.) The Organization will not distribute or disclose personally identifiable Student Data to any person or entity, except that the Organization may share Student Data that is not personally identifiable (including in aggregated form) with third parties and/or the Partner.

Any survey or test data provided by students will be Blinded (as defined below) before being provided to the Partner or any other third party, except that the Organization may provide the Partner with the following information:

- (1) the Permitted User's email address;
- (2) whether the Permitted User completed the course;
- (3) whether the Permitted User took and/or passed any tests provided in the Substance Abuse Site License – Premium Package;
- (4) any additional aggregate or Blinded Student Data the Partner may reasonably request.

"Blinded" means that the Organization will extract all personally identifiable information from the data, including names or any other personally identifying information. Notwithstanding the foregoing, the Organization may disclose Student Data on a confidential basis to its employees, subcontractors, agents or service providers, who are bound to preserve the confidentiality thereof, in connection with network maintenance or for initiating, implementing and maintaining additional features to the Organization Products. For additional information please see the Organization's Privacy Policy at <https://everfi.com/privacy-policy/>

Any student e-mail addresses that have been provided to the Organization by the Partner will only be used by the Organization for the purposes of contacting students for participation in and completion of the courses and related student engagement opportunities. The Partner represents that its users of the Products have all necessary permission and authority to do so.

5. **Partner's Use of Materials and Information.** The Partner may use any reports, comparisons, summaries, analyses, rankings or other documents or materials ("Materials") received from the Organization as part of the Substance Abuse Prevention Site License – Premium package solely for its internal use (including use by its officers, staff, Trustees and advisory boards). The Partner may not distribute, transfer or disclose the Materials to any third party (including consultants, media and contractors), without the written consent of the Organization. Furthermore, the Materials and Substance Abuse Site License – Premium Package contain the Confidential Information of the Organization (as defined under Section 6 below) and shall be subject to the restrictions set forth in Section 6. Notwithstanding the foregoing, any information in the Materials or otherwise obtained by Partner from the Substance Abuse Prevention Site License – Premium package that specifically

relate to the Partner, shall be the Confidential Information of Partner and not of the Organization. For example, the Partner may share publicly that it has achieved a 15% drop in negative consequences (such information would be the Confidential Information of the Partner), but it may not disclose that such a drop "ranked number one among six comparison institutions" (as such information would be the Confidential Information of the Organization). Such information if aggregated and/or made non-identifiable as being related to Partner, shall be the Confidential Information of the Organization and may be freely used by it, subject to the restrictions in Section 4 regarding Student Data.

6. **Confidential Information.** In addition to the obligations under Sections 4 and 5 above, and to the extent permitted by Connecticut General Statutes, Chapter 14, Freedom of Information Act, each party shall maintain the confidence of, not disclose to a third party, and use only for the permitted and intended purposes set forth in this Agreement, the Confidential Information of the other party, except as may be expressly permitted otherwise in Sections 4 or 5 above. The confidentiality obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement; (b) was lawfully in the receiving party's possession prior to receipt from the disclosing party; or (c) is received by the receiving party independently from a third party free to lawfully disclose such information to the receiving party. For purposes of this Agreement, "**Confidential Information**" shall mean any written information and data of a confidential nature, including but not limited to proprietary, research reports, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which is disclosed by one party to the other party pursuant to this Agreement. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof.

In addition to the responsibilities in sections 4,5 and 6, Contractor agrees to adhere to and comply with the requirements of the University's Confidentiality Agreement attached hereto as Schedule B.

7. **Intellectual Property Protection.** Partner acknowledges that the Substance Abuse Site License – Premium Package and any software used by the Organization in connection therewith (the "**Software**") are proprietary to the Organization and comprise: (a) works of original authorship, including compiled content containing the Organization's or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; (b) Confidential Information, trade secrets and other intellectual property of the Organization that is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; and (c) information that has been created, developed, and maintained by Organization at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm to Organization. Except as expressly authorized by the Organization or its duly authorized partners, Partner agrees not to modify, rent, lease, loan, sell, resell, exploit, use, access or create derivative works based on any portion of the Substance Abuse Site License – Premium Package, or the Software without the prior written consent of the Organization.
8. **Research.** Partner acknowledges that the Substance Abuse Site License – Premium Package is not to be used for research or benchmarking purposes without the prior written consent of the Organization. Any research proposals brought forth to the Organization must be approved by the Partner's IRB (Institutional Review Board). For additional information, please see the Organization's Research Policy at <http://www.outsidetheclassroom.com/about/researchpolicy.asp>.
9. **Disclaimer of Warranties.** Although the Organization has used commercially reasonable efforts to produce quality services, the Substance Abuse Site License – Premium Package and accompanying Software, it can make no guaranty, warranty or representation as to the effectiveness of the foregoing in changing or in modifying or affecting the behavior or conduct of the users or Permitted Users. THEREFORE, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBSTANCE ABUSE SITE LICENSE – PREMIUM PACKAGE, WHICH ARE ALL BEING PROVIDED "AS IS." ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. THE PARTNER HEREBY ACKNOWLEDGES THAT THE ORGANIZATION DOES NOT PROVIDE, NOR SHOULD THE SUBSTANCE ABUSE SITE LICENSE – PREMIUM PACKAGE AND ANY ACCOMPANYING SOFTWARE, BE CONSTRUED AS PROVIDING MEDICAL OR LEGAL ADVICE, AND SUCH SUBSTANCE ABUSE SITE LICENSE – PREMIUM PACKAGE AND ANY ACCOMPANYING SOFTWARE ARE BEING PROVIDED

SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES. FURTHERMORE, PARTNER SPECIFICALLY ACKNOWLEDGES THAT THE SUBSTANCE ABUSE SITE LICENSE – PREMIUM PACKAGE IS NOT A SUBSTITUTE FOR HEALTH ASSESSMENT AND INTERVENTION BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR. In addition, the Partner is solely responsible for the content and functionality of any custom messages and custom URL links that are provided by the Partner. The Partner assumes responsibility for reviewing, verifying and testing all custom messaging and custom URL links.

10. **Limitation of Liability.** To the maximum extent permitted by applicable law, the Organization shall not be liable for any loss of revenue, profits or goodwill or for any special, incidental, indirect, consequential or punitive damages or losses resulting from the Substance Abuse Site License – Premium Package or the accompanying Software's performance or failure to perform pursuant to the terms of this Agreement or from any possible consequences resulting from the Partner's use or reliance on such Substance Abuse Site License – Premium Package and accompanying Software. The maximum aggregate liability of the Organization arising out or relating to this Agreement shall not exceed the total investment paid by Partner to Organization hereunder during the twelve months previous to the events giving rise to such claim.
11. **Reserved.**
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior Agreements, written and oral with respect thereto, including but not limited to any previous written agreements with respect to the Substance Abuse Site License - Premium Package. The Organization shall not be bound by any additional or different terms, whether printed or otherwise, in the Partner's purchase order or any other communication from the Partner to the Organization unless specifically agreed to by the Organization in writing. No change, amendment or modification of any provision of this Agreement shall be valid unless agreed to in writing by both parties and approved by the Office of the Attorney General, if required.
13. **Notices.** All notices or other communications required or contemplated in this Agreement shall be sufficient and deemed delivered if in writing and sent by courier, overnight delivery service or confirmed facsimile, or seventy-two (72) hours after being deposited with the United States Postal Service, postage prepaid via certified mail, addressed to the parties as set forth below, or to such other address or facsimile number as may be changed from time to time by notice duly given:

**If to Partner:**

Contact Name:	Joseph Lastrina
Title:	Purchasing Agent
Name of Partner:	University of Connecticut
Address:	3 Discovery Drive, U-6076 Storrs, Connecticut 06269-6076
Phone Number:	(860) 486-0993

**If to the Organization:**

Contact Name: Shirley Borromeo  
EverFi, Inc.  
2715 M Street NW Suite 400  
Washington, DC 20007  
202-808-0176 x348

14. **Miscellaneous.**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.
- b) This Agreement does not constitute either party an agent, legal representative, joint venture, partner or employee of the other for any purpose whatsoever and neither party is in any way authorized to make

any contract, agreement, warranty or representation or to create any obligation, express or implied, on behalf of the other party hereto.

- c) This Agreement and the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns; provided, however, that neither party shall have the right to assign its rights or obligations hereunder to any other person or entity except that the Organization may assign its rights and obligations hereunder to a subsidiary or affiliate, or to any entity into which it is merged or consolidated or which acquires all or substantially all of its assets, provided the assignee assumes the Organization's obligations hereunder.
- d) In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of any Act of God, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. Nothing provided herein shall excuse the delay of any payment that is validly due by Customer under this Agreement.
- e) The Organization will be permitted to share with other schools (potential partners) via a client list only the fact that Partner is a client using the Substance Abuse Site License – Premium package.
- f) Each provision of this Agreement shall be considered severable and if, for any reason, any provision hereof is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by any court or agency having valid jurisdiction, such provision shall be given the maximum permissible effect, and such invalidity or illegality shall not impair the operation or effect the remaining provisions of this Agreement; and the latter shall continue to be given full force and effect and bind the parties hereto and such invalid provisions shall be deemed not to be a part of this Agreement.

## **Section 2 - State of Connecticut Required Terms and Conditions**

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) **Commercial General Liability**

1. Each Occurrence	\$1,000,000
2. Products/Completed Operations	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. General Aggregate	\$2,000,000
5. Fire Legal Liability	\$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) **Business Automobile Liability:** Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

- (c) **Workers' Compensation and Employer's Liability:** As required under state law.

- (d) Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- (e) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

2.4. Indemnification.

The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

2.5. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

2.6. Non-discrimination. References in this section to "Contract" shall mean this Agreement.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e, 46a-68f and 46a-86 and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a

means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 2.7 Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

- 2.8 State Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
- 2.9. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Schedule C.

- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
  - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

- 2.11 Background Checks. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University, based on a concern of community or individual safety.

- 2.12 University Policies. Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, Contractor shall comply with such new or modified policies or procedures upon written notice.

- 2.13 Use of University Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Trademark Licensing. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.



2.14. Required Affidavits and Certifications.


- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:  
<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:  
[http://www.ct.gov/opm/lib/opm/finance/psa/oag\\_nondiscrim\\_certification\\_080207\\_fillable\\_form.doc](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc)

IN WITNESS WHEREOF, the parties represent their Agreement as of the date first noted above.

EVERFI, INC.

PARTNER:

University of Connecticut

DocuSigned by:  
  
By: 225E58DBAD904CE  
Name: Craig Chanoff  
Title: President

By: Scott A. Jordan  
Name: Scott A. Jordan  
Title: Exec. VP for Admin + CFO

**Substance Abuse Site License – Premium package  
Three Year Data Protection and Purchase Agreement  
SCHEDULE A - University of Connecticut  
Date of Order: 8/2/2018**

**ORDERED BY:**

University of Connecticut  
Wilber Cross Building  
233 Glenbrook Road, Unit 4062  
Storrs, Connecticut 06269-0001

**BILLING ADDRESS: (If different )**

Partner Services Mgr: Lisa Haubenstock

Agreement Type: Multi-Year/3 Years

Course Practitioner: \_\_\_\_\_

Payment Terms: Due Upon Receipt

Order Name: University of Connecticut - PLCR 14

Initial Terms: 7/1/2018 through 6/30/21

**SUMMARY OF SERVICES****DESCRIPTION****Annual Cost**

The Student Site License - Premium Package includes the following:  
Users: Unlimited users on AlcoholEdu, AlcoholEdu Ongoing, Prescription Drug Abuse Prevention, and AlcoholEdu for Sanctions  
Administrators: Up to 3  
Reporting: Real Time Data Analytics, National Benchmarking, Peer Institution Benchmarking, Custom Benchmarking, Annual Impact Report  
Advocate Live Chat: Included, where applicable  
Customizations: Customizations Plus  
Data Integrations: Available (see below if purchased)  
Support: Dedicated Customer Success Manager (CSM), Proactive Updates, End-User Support

\$57,500.00 less discount  
of \$12,500 paid annually.

Total Year 1.....	\$45,000.00
Total Year 2.....	\$45,000.00
Total Year 3.....	\$45,000.00

**SCHEDULE A TOTAL AND MAXIMUM PAYABLE UNDER  
CONTRACT**

**\$135,000.00**

# Student Glossary



## 1. Features

- **Admin Accounts** - Administrative access to EVERFI's platform.
- **Proactive Updates** - Content updated regularly based on legislative changes and iterated upon to avoid training fatigue.
- **Completion Tracking** - Ability to track and report on course progress and completion data in real time.
- **Dedicated Customer Success Manager** - 1:1 Resource to support full execution of training plans to meet organizational goals, business KPIs, and contract renewals.
- **Email Support** - Technology support via email only.
- **End-user support** - 24/7 technical assistance to learners via call, email and chat.
- **Real Time Data Analytics** - 24/7 self-service access to all survey data collected during course implementation, including student engagement, attitudes & behavioral data, and raw data.
- **Peer Institution Benchmarking** - Comparative data between your institution/organization and pre-created groups of similar institutions (ie. State, athletic division, Carnegie classification)
- **Custom Benchmarking** - Comparative data between your institution/organization and a custom group of peer or aspirational institutions as defined by your team.
- **National Benchmarking** - Comparative data between your institution/organization and a the national aggregate.
- **Annual Impact Report** - Executive level summary demonstrating course impact, including attitudinal and behavioral insights, across your learning populations.

## 2. Customizations

### Standard Customizations

- School Logo
- Custom Welcome Letter
- Policy Uploads
- On and Off Campus Resources

### Customizations Plus

- All Standard Customizations
- Policy Attestation
- Video Uploads (video availability varies by course)
- Custom Survey Questions (10)

## 3. Integration Options

**Single Sign-on \*SSO:** Gives your learners the ability to access our courses through a common login portal.

**LMS Integration:** We provide a SCORM or AICC dispatch file that plugs into your 3rd party Learning Management System.

**Application Program Interface:** Software that connect our LMS to your system to record to share user and completion data in real-time.

# EVERFI

## Schedule C - SEEC FORM 11

### CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

#### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

#### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

#### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

#### DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.**

**"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.**