



ANDERSON COUNTY PURCHASING DEPARTMENT

100 N. Main Street, Suite 214
Clinton, Tennessee 37716-3687
Telephone (865) 457-6218
Fax: (865) 457-6252

Memorandum

Date: May 18, 2018

To: Jay Yeager, Law Director

From: Royden Crocker

Subject: Strivven Media, LLC
Virtual Job Shadow Website Access
Anderson County Schools
Term: May 2018 to May 2020

Please review the enclosed contract and approve to legal form. Thank you.

PURCHASE ORDER

Anderson County Purchasing Department
 Room 214 Courthouse
 100 N. Main St.
 Clinton, Tennessee 37716-3687
 Phone: (865) 457-6218

Mail Invoices To:

Anderson County Dir. of Accounts & Budget
 Room 210 Courthouse
 100 N. Main St.
 Clinton, Tennessee 37716-3625
 Phone: 865-457-6202

18-0365

**V
E
N
D
O
R** STRIVVEN MEDIA, LLC # 5023
 105 CHARLOTTE HWY, SUITE
 ASHEVILLE, NC
 28803

Include P.O. Number on all invoices and packages.

P.O. No. 59111
 SHT ACCTC
 IO ANDERSON CO CAREER & TECH
 P 140 MAVERICK CIRCLE
 CLINTON TN

REQUISITION NO.		DATE ISSUED		PURCHASE ORDER NO.	
70155		05-18-18		59111	
FOB:CLINTON, TN Terms: NET 30 DAYS					
ITEM	QUANTITY	UNIT MEASURE	ARTICLES OR SERVICE	UNIT COST	TOTAL COST
1	1	EA	PLEASE SEE ATTACHED QUOTE WORK BASED LEARNING STATE GRANT FOR VICKIE BURNS FOR THE ANDERSON COUNTY SCHOOLS SEE SOLE SOURCE ATTACHED TOTAL NOT TO EXCEED \$23,310.00 <i>Dates: May 2018 - May 2020</i>	23,310.00	23,310.00
Total:					23,310.00
SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE					

ACCOUNTING INFORMATION:

142-812-72130-499 23,310.00

APPROVED:

PURCHASING AGENT
EXHIBIT 1

AUTHORIZED SIGNATURE
 DEPARTMENT OF ACCOUNTS AND BUDGETS
 There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure covered by this purchase.

VENDOR'S
 COPY

REQUISITION FOR PURCHASE

18-0305

ANDERSON COUNTY, TENNESSEE

Vendor: STRIVVEN MEDIA, LLC #5023
 Address: 105 Charlotte Hwy., Suite A
Ashville, NC 28803

Department: Anderson County Board of Education
 Office or Division: CAREER TECHNICAL EDUCATION
 Deliver To: Anderson County Career & Technical Center
140 Maverick Circle
Clinton, TN 37716

Requisition No.: 70155
 Date Issued: 05/17/18
ASAP
 Appropriation: 142.8112
 Object Code: 72130-499

TO THE COUNTY PURCHASING AGENT: Please purchase or supply, as specified herein, the following articles or services:

0059111

Item No.	Qty.	Unit	Description	Total Est. Cost	DO NOT WRITE IN THESE COLUMNS			
					Unit Price	Amount	Order No.	Vendor
			Please see attached quote	\$ 23,310.00				
			for the Work Based Learning State Grant for Vickie Burns for the Anderson County Schools.					
			Sole Source attached					
			TOTAL	\$ 23,310.00				
			NOT TO EXCEED	\$ 23,310.00				

EXHIBIT 1

REQUISITIONED BY:
 Signed 3

Approved for funds not in excess of the total estimated cost shown above.
 Signed Kelly Myers CTE Director
 Kelly Myers Title

STRIVVENMEDIA

Creators of VirtualJobShadow.com®
105 Charlotte Highway, Suite A
Asheville, NC. 28803
888.908.4924 office | 828.348.1770 fax

Anderson County Schools
Mr. Kelly Myers
140 Maverick Circle
Clinton, TN 37716

May 17, 2018

RE: Sole Source Vendor

Dear Mr. Myers,

Strivven Media's career exploration and career planning product, VirtualJobShadow.com® is a unique product available only through licensing with Strivven Media, LLC. Strivven Media is the sole source vendor of VirtualJobShadow.com® and is purchased as a subscription.

VirtualJobShadow.com® is an Internet-based program designed to inform students about the education and skills needed to reach the careers of their choice. The product features award-winning comprehensive career profiles enhanced with unique day-in-the-life videos, post-secondary school and job searches, career assessments, Soft Skills Mini Lessons, administrative tools for real-time reporting and tracking of data, plus much more.

Strivven Media, LLC is the manufacturer and owner of VirtualJobShadow.com® and the only distributor.

Sincerely,



Kim Celentano
CEO & President
Strivven Media, LLC
P.O. Box 5424
Asheville, NC. 28813
888.908.4924 office | 828.348.1770 fax

P: 888.908.4924

F: 828.348.1770

E: CUSTOMERSERVICE@VIRTUALJOBSHADOW.COM
VirtualJobShadow.com is a division of Striven Media

Customer	Anderson County Schools 140 Maverick Circle Clinton, TN, 37716
Attention	Vikki Burns
Project	VirtualJobShadow.com Single Seat License for 450 5th graders at Anderson County Schools VirtualJobShadow.com Site Licenses for Anderson County Schools Middle Schools & High Schools

Sales Rep	Dan Gaunya
Email	dan@striven.com
Phone	888-908-4924 ext. 12
Date	02/27/2018

Total: \$23,310.00

Qty	Item	Description	Term	Unit Price	Total
450	VirtualJobShadow.com Single Seat License	2 year password-protected access to VirtualJobShadow.com (with webinar training for staff included) for the users listed on this quote.	2 Year	\$21.00	\$9,450.00
4	VirtualJobShadow.com Site License	2 year password-protected access to VirtualJobShadow.com (with webinar training for staff included) for up to 300 students at each of the following school(s): Anderson County High School, Clinton High School, Lake City Middle School, Norwood Middle School.	2 Year	\$1,990.00	\$7,960.00
1	VirtualJobShadow.com Site License	2 year password-protected access to VirtualJobShadow.com (with webinar training for staff included) for up to 600 students at each of the following school(s): Norris Middle School.	2 Year	\$2,550.00	\$2,550.00
1	VirtualJobShadow.com Site License	2 year password-protected access to VirtualJobShadow.com (with webinar training for staff included) for up to 900 students at each of the following school(s): Clinton Middle School.	2 Year	\$3,350.00	\$3,350.00

Total: \$23,310.00

NOTES:

ORDERING:

Please FAX Purchase Order to: F: 828.348.1770	Or MAIL Purchase Order to: STRIVEN MEDIA, LLC 105 CHARLOTTE HWY. SUITE A ASHEVILLE, NC 28803	<p><i>If you have any questions regarding this quote please do not hesitate to contact us. This quote is valid for 30 days.</i></p> <p><i>Thank you!</i></p>
------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Terms of Use Agreement for VirtualJobShadow.com Site License Services

EXHIBIT 1



ANDERSON COUNTY GOVERNMENT

SOLE SOURCE & EXCLUSIVE RIGHTS AND LICENSE JUSTIFICATION FORM

18-0305

SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT

DATE: 5/17/18

CHECK ONE:

Sole Source – Product or service(s) is only available from a single vendor or supplier.

Exclusive Rights & License – Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.

Upgrade or renewal to an existing software system – Provide information regarding current software system.

Requisition Number: 90155 Requisition Amount: \$ 23,310.00

Vendor Name: STRIVEN Media LLC

Vendor Address: 105 Charlotte Hwy Suite A Asheville NC 28803

Vendor Telephone #: 828-200-9954

Requesting Department: Anderson County Schools

Requesting Official: Kelly Myers

JUSTIFICATION FOR THE REQUEST

**What is the function of this product or service?
Why is it needed? What makes it unique?**

*This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC.
ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED*

THIS software will be used in elementary middle and High school to better prepare students for the workforce.

NOTE: We use the Google test to search for comparable products or services. If found, it is **NOT** considered a sole source product or service.

EXHIBIT 1

SUBSCRIPTION SERVICE AGREEMENT

This Agreement, entered by and between Anderson County Schools, 140 Maverick Circle, Clinton, TN 37716 ("Subscriber"), and STRIVVEN MEDIA, LLC, a North Carolina limited liability company with a mailing address of 105 Charlotte Highway, Asheville, NC 28803 ("Strivven"), shall take effect on July 1, 2018 (the "Effective Date"). Subscriber and Strivven are sometimes referred to herein individually as a "Party" or collectively, as the "Parties."

RECITALS:

- A. Subscriber is a school district in Tennessee.
- B. Strivven is a provider of the VirtualJobShadow.com website service.
- C. Both Subscriber and Strivven desire to continue to make Strivven's services available to Subscriber's Users according to the terms provided herein. "Users" are defined collectively as Subscriber's Staff Users and Student/Client Users.

In consideration of the foregoing premises, the mutual covenants and agreements set forth in this Agreement, the Parties consent as follows:

1. Strivven Products. Strivven will provide Subscriber with standard versions of the VirtualJobShadow.com website services in the manner specified in Exhibit A ("Strivven Products").
2. Access to Strivven Products. Strivven Products will be made available to Subscriber and its Users at Anderson County Schools, with access to the service during the Term and subject to the terms and conditions of this Agreement.
3. Pricing. Pricing is defined by course in Exhibit A.
4. Invoices. Subscriber shall pay Strivven within thirty (30) days of receiving an invoice for all amounts properly billed according to the prices set forth in Exhibit A.
5. Custom Development. Subscriber shall have the option to engage Strivven for custom development to meet educational needs. The custom development cost, if applicable, shall be mutually agreed upon by the Parties and specified in Exhibit A.
6. Maintenance, Support & Technical Requirements.
 - 6.1. Uptime: Strivven is responsible for ensuring the Strivven Products remain accessible. Subscriber will be notified by email (i) whenever Strivven Products are inaccessible for sixty minutes or more; (ii) whenever a major new functionality is added or removed within Strivven Products; and (iii) whenever Strivven is planning maintenance, which will interfere with access or functionality.
 - 6.2. Backup: Strivven regularly backs up all student responses to ensure that in even the most catastrophic scenario we will lose no more than the most recent 24 hours of data.
 - 6.3. Support. Strivven will provide technical support via email, phone and instant messaging. Support requests can be filed at any time (24 hours a day, seven days a week) and Strivven will always respond as soon as possible.
 - 6.4. Technical Requirements. Student Users will need a web connection in order to use the Strivven Products. The Strivven Products will function reliably on every major combination of operating system and browser. Strivven defines "major" as any combination used by 5% or more of those accessing Strivven's site, based on Google Analytics. Today this includes recent versions of Windows and Apple operating systems running recent versions of Internet Explorer (8.0 and later), Google Chrome, Firefox and Safari.
7. License & Terms of Service.

7.1. License. Strivven hereby grants to Subscriber and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable license to use the Strivven Products.

7.2. Terms of Service. Subscriber agrees that the Strivven Products purchased hereunder are provided exclusively for distribution to and use by the Users for individual, personal, non-commercial and non-transferable use, and may not be distributed in any manner to other students, individuals, institutions, or third parties.

8. Intellectual Property.

8.1. All right, title and interest in and to the Strivven Products and the content, materials and data contained therein, and any derivative works thereof is expressly reserved by Strivven.

8.2. Each party owns certain trade names and trademarks (collectively, "Marks"), and such Marks are and will remain the exclusive property of such party. This Agreement gives the other party no rights therein, and the other party will never assert any rights therein. Subscriber further agrees not to remove or alter any trademark or other proprietary notice in or on any Strivven Product.

8.3. Strivven acknowledges and agrees that all Student Data is the exclusive property of Subscriber and its Users, and may only be used by Strivven to fulfill its obligations under this Agreement.

9. Publicity. Neither party will issue any press release concerning its relationship with the other, without the other party's prior written consent (not to be unreasonably withheld).

10. Confidentiality.

10.1. Confidential Information. The Parties hereby agree that information disclosed by the other Party, its employees or agents which, by the nature of the circumstances surrounding the disclosure, ought in good faith be treated as proprietary or confidential information, including without limitation planning information, financial information and the terms of this Agreement, will be considered and referred to collectively as "Confidential Information."

10.2. Student Data. Confidential Information shall also include any and all information (regardless of format) that relates to Strivven Product usage by a Student User (collectively, "Student Data"). Student Data is protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. For the purposes of FERPA, Strivven shall be considered to be a "school official" of Subscriber and may transmit, share or disclose Student Data without a Student User's written consent to other school officials of Subscriber who have a legitimate educational interest in the records.

10.3. Nondisclosure and Non-use. In addition to the limitation set forth in paragraph (b), neither Party shall disclose, publish or disseminate Confidential Information to anyone other than their adequately trained employees, agents and/or independent contractor(s) under their direction and/or control with a need to know or as otherwise authorized by the other Party in writing. Strivven agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Strivven further agrees to use Confidential Information for the sole purpose of carrying out its obligations to Subscriber and to refrain from contacting Users for any purpose other than Strivven Product fulfillment. Each Party agrees that, upon the other Party's request, to return, transfer or certify the destruction of all Confidential Information upon termination of this Agreement.

10.4. Exclusions. Neither Party shall have an obligation with respect to information which: (i) was rightfully in the possession of, or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained from a source other than the disclosing Party without any obligation of confidentiality (however Strivven may not independently collect information from Users via requests, offers, or advertisements associated with a Strivven Product); and (iv) is developed by or for the receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence. The receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency or as otherwise may be required by applicable data protection or privacy laws, provided that the receiving Party provides the disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

11. Limitation on Damages. Under no circumstances will either Party be liable to the other Party for

indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages), arising from any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business.

12. Non-Discrimination. Both Parties agree to accept, assign and evaluate Users regardless of race, sex, color, religion, creed, national origin or ancestry, age, Vietnam-era veteran status or sexual orientation. Additionally, for computer-based educational resources, Subscriber looks to the requirements of Section 508 of the Rehabilitation Act, Section 1194.22 (see www.section508.gov) to provide programs and services in a manner accessible to people with disabilities. Accordingly, Strivven shall wherever possible, ensure that its Strivven Products meet or exceed section 508 requirements, and shall otherwise promptly support Subscriber to ensure access as needed.
13. Indemnification. Each Party agrees to indemnify and hold the other Party harmless from all claims, losses, expenses, fees (including legal fees and expenses), costs, and judgments that may be asserted against the other Party which arise as a result of a Party's failure to meet any of its obligations under this Agreement.
14. Independent Contractor. Strivven shall be an independent contractor with respect to the engagement contemplated by this Agreement and nothing contained herein creates or is intended to create any employment, partnership, joint venture, or agency relationship between the Parties.
15. Term and Termination.

15.1. Term. The term of this Agreement shall commence on the Effective Date and continue, unless earlier terminated as set forth below, for a period of twenty-four (24) months from the date Strivven first provides Subscriber access to Strivven's Products (the "Initial Term") and shall automatically renew for one or more twelve (12) month periods (each a "Renewal Term") until one party gives the other party written notice of its intent to terminate the Agreement ninety (90) days prior to the then current expiration date.

15.2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party for any material breach not cured within thirty (30) days of receipt of notice of the breach. Additionally, this Agreement may be terminated immediately by a Party upon the occurrence of any of the following: (i) a receiver is appointed for the other Party or its property; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within sixty (60) days; or (iv) the other Party is liquidating, dissolving, or ceasing to do business in the ordinary course.

16. Entire Agreement. This Agreement, together with any related agreements entered into between the Parties, supersede any and all agreements, whether oral or written, between the Parties hereto, with respect to the engagement of Strivven by Subscriber and contains all of the covenants and agreements between the Parties with respect to providing the Strivven Products in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise with respect to such engagement not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by all the Parties hereto. The terms and conditions outlined in this Agreement shall override all "click-through" agreements; any "click-wrap" agreements, any automatic update agreements, and any other agreement, of whatever kind, whereby the Users purport to enter into or accept contractual terms or conditions that are different from, or in addition to, this Agreement. Strivven agrees that no individual user agreements, licensing agreements, or other type of individual agreement of any kind will be presented to the Users.

17. Counterparts. This Agreement may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- 18. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed above, and will be effective upon receipt if delivered by personal or overnight delivery, or upon written acknowledgment by recipient if sent via email or facsimile.
- 19. Resolution of Disputes. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to performance hereunder, each of the Parties will appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute or to negotiate for a modification to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the designated officers or agents have reasonably discussed the provision or performance in question and have concluded in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- 20. Governing Law, Jurisdiction & Fees. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflict of laws thereunder. Subscriber and Strivven hereby irrevocably consent to the jurisdiction of the courts located in the state and county of the defending Party's headquarters for all purposes in connection with any action, suit, or proceeding that arises out of or relates to this Agreement. The prevailing Party shall be entitled to reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date set forth below.

_____ ("Subscriber")

Strivven Media, LLC ("Strivven")



Tom Parrott

____ Ilya Gorelik _____

Title: Director

Title: CTO

Date: 5/18/18

Date: 04/02/2018

Exhibit "A"
Strivven Products

Strivven shall provide the following Strivven Products in accordance with the terms and conditions of the Agreement:

450 Single Seat License serving all 450 5th graders district-wide in Anderson County Schools for 2 years:
\$9,450.00

4 VirtualJobShadow.com License serving all students for 2 years at:
Anderson County High School, Clinton High School, Lake City Middle School, Norwood Middle School:
\$7,960.00

1 VirtualJobShadow.com License serving all students for 2 years at:
Norris Middle School:
\$2550.00

1 VirtualJobShadow.com License serving all students for 2 years at:
Clinton Middle School
\$3,350.00

Total: 23,310.00

TERMS OF USE AGREEMENT FOR VIRTUALJOBShadow.COM

Last Updated: May 31, 2015

SITE LICENSE SERVICES

This VirtualJobShadow.com Site License Agreement (the "Agreement") is a legal and binding agreement between you, a Site License Administrator (hereinafter to be referred to as "you" and "your") who is at a subscribing school, institution, or other designated agency (the "Subscriber") and Strivven Media LLC ("Service Provider"). The Service Provider has entered into a Terms of Use Agreement and a Purchase Order with the Subscriber to provide a non-exclusive license during the Term to access to the VirtualJobShadow.com website service which may include the Gradtracker (collectively the "Service") which shall be used by end users for the purposes of career exploration, education, planning and follow up.

A copy of the Terms of Use Agreement is posted on the VirtualJobShadow.com website. By purchasing a Site License or any other subscription provided by Service Provider, you are agreeing to this Terms of Use Agreement which is set forth below and the Terms of Use Agreement includes the following.

TERMS AND CONDITIONS:

You Accept These Terms

If you do not agree with any of these Terms, including the Privacy Policy (/resources/policy) incorporated herein, please do not use the VirtualJobShadow.com website ("Website"). By using the Website you will be deemed to have irrevocably agreed to these Terms. Some areas of the may be subject to additional terms and conditions,

which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms regarding use of this Website, unless otherwise expressly stated.

Updates to Terms

Please note that these Terms may be revised and reissued, prospectively by posting updated terms on this Website. You consent and agree to receive notices of updates of these Terms through our posting of updated terms on the Website. You should visit this page regularly to review the current terms. Your continued use of the Website will be deemed as irrevocable acceptance of any amendments and revisions.

The Information You Give Us Must be Correct

It is a condition of use of this Website that all the details you provide be correct, current, and complete. If the Service Provider believes the details are not correct, current, or complete, we have the right to refuse you access to the Website, or any of its resources including but not limited to the Site, and to terminate or suspend your account.

1. DEFINITIONS

1.1 "Administrator Tool" means the portion of the Service relating to the Administrative tools made available exclusively to Site Administrators to review, chart and report any and all digital activity, scores and results of their authorized End Users.

1.2 "Content" means all online information, videos, data, databases, files, images, charts, graphics, tools, features, and all other content or materials contained on or accessible via the Service.

1.3 "End User(s)" are the staff, faculty, students, members, individuals or clients directly affiliated with the Subscriber and thereby authorized to use the Service. The Service Provider will assume (and by using this Site you warrant that) you have legal capacity to enter into the agreement set out in this Terms of use Agreement (i.e., that you are of sufficient age and mental capacity in your jurisdiction and State and are otherwise entitled to be legally bound in contract). The sufficient age for contracting varies by jurisdiction and State.



1.4 "Individual Dashboard Activity" is the personalized portion of the Service accessible via individual username and password which allows End Users to digitally record, store, track and access all career exploration activities, surveys, personal and educational information, as well as career and education plans.

1.5 "Personal Information" is defined as digital information concerning End Users by which an End User may be individually identified such as a Username and Password and includes but is not limited to name, e-mail address, phone number, postal address, demographics, activities, employment status, employer, employment history, employment job title, social media accounts, social media pages, future plans, education, educational history and major, educational institutions, military history and military branch.

1.6 "Purchase Order" means the written request for purchase submitted by Subscriber to Service Provider or authorized Reseller Agent for the Service Provider in respect of the Service, and any purchase order submitted for any Subscription renewal.

1.7 "Service" means all services, tools, features, and content that the End User uses on or through VirtualJobShadow.com, which guides individuals with the career exploration, career planning, and job and college search processes and which may include the Gradtracker.

1.8 "Site(s)" means the school(s) or building(s) primarily used by the Subscriber which are generally affiliated with the address(es) indicated in the Purchase Order or which are otherwise typically identified as being those of the Subscriber.

1.9 "Site Administrator(s)" means any teacher, administrator, consultant or other professional affiliated at or with the Subscriber Site who has agreed to a Site Administrator Terms of Use Agreement.

1.10 "Site License" means the type of License Subscriber purchases based on institution type and number of total enrolled students or members at Site. Site Licenses are defined on the Services website at www.VirtualJobShadow.com under "Pricing".

1.11 "Subscriber" means the organization or agency who has agreed to the Terms of Use Agreement with the Service Provider with the purchased Site License, or other paid designated subscription by the Service Provider.

1.12 "Term" means the annual valid term period as provided in the Purchase Order or any other agreement entered into with the Service Provider not to exceed 365 days of all Site Licenses or any other designated subscription provided by Service Provider to Subscriber for Service.

2. TERMS OF USE

2.1 Service Provider has granted to Subscriber permission to provide a pre-determined number of End Users at the Site, as defined by Site License, up to, but not to exceeding such number, with access to the Service during the Term and subject to the terms and conditions of this Agreement, the Privacy Policy (/resources/policy) or any related agreements. You agree that you are a Site Administrator and have been given an authorization code directly by Service Provider, or a password and username by a Subscriber to the Service.

2.2 End Users can access the Service via any computer, tablet or mobile device by way of valid username and password verification. You can provide or create username and passwords on behalf of your End Users or allow End Users to create their own.

2.3 Service terms for Subscribers are valid for the Term, which term begins upon written notification to Site Administrator by Service Provider that Service has been activated.

2.4 Renewal Service Terms are valid for the Period outlined in the Purchase Order. You shall be notified in writing when your renewal terms begins and ends.

2.5 The Subscriber has only been granted permission to access the Service and does not own or have any rights other than those specifically given to Subscriber in the Terms of Use Agreement in the Content or the website. In accordance with the Terms of Use Agreement, you agree that you cannot:

- a. use, republish, upload, post or transmit in any way the Service or any Content except as expressly authorized pursuant to the Terms of Use Agreement and this Agreement;
- b. copy, reproduce, modify or create derivative works from the Content except as expressly authorized pursuant to the Terms of Use Agreement and this Agreement;
- c.  use the Content for any commercial or other purpose other than non-commercial educational use by you;

- d. remove any copyright or other proprietary notations from the Content or any copies thereof;
- e. distribute, transfer, sell, lease, license, assign or otherwise make available, directly or indirectly, the Service or any Content, in part or in whole to any other person except as expressly authorized pursuant to the Terms of Use Agreement and this Agreement; and
- f. “mirror” the Content on any other server.
- g. publish or make available to the public in any way, any access codes or user names and passwords to the Service.

2.6 As a Site Administrator, you will be provided with access to the Administrator Tool. You do hereby acknowledge that if you use the Administrator Tool, you will have access to the Personal Information and Individual Dashboard Activity relating to End Users at your Site(s).

2.7 You are responsible for maintaining the confidentiality of each End User's username and password as well as any Personal Information to which you are made privy as a result of your access to each End User's Individual Dashboard Activity.

2.8 You will ensure that no Personal Information is disclosed to any third party including any other End User except as otherwise permitted under the Terms of Use Agreement. You will not use, copy or permit the use or copying of any Personal Information or materials relating to the Personal Information except where your professional duties so require.

3. SITE LICENSE FEES

3.1 Subscriber agrees to pay the Site License Fees to Service Provider or its authorized Resellers.

3.2 Invoices shall be paid within thirty (30) days of receipt by Subscriber.

3.3 Service Provider reserves the right to suspend the Service if fees are not paid in full and when due.



4. OWNERSHIP

4.1 The Service, including but not limited to all Content, videos and any software used by the Service Provider to provide the Service, is protected by copyrights, patents, trade secrets or other proprietary rights under United States laws and international treaties and laws ("Copyrights"). Some of the characters, logos or other images incorporated by the Service Provider on this Website and Site including but not limited to all Content, videos and any software used by the Service Provider to provide the Service are also protected as registered or unregistered trademarks, trade names and/or service marks owned by the Service Provider or others ("Trademarks"). The Service Provider respects the intellectual property rights of others and asks users of this Site to do the same. The Copyrights and Trademarks including but not limited to all Content, videos and any software used by the Service Provider to provide the Service are owned irrevocably and in perpetuity by the Service Provider including but not limited to any and all worldwide intellectual property rights, licenses, websites, domain names, derivatives, computer programs, software, inventions, original works of authorship, developments, concepts, improvements, designs, projections, copyrights, trademarks, trade secret, trade names, good will, patent, all other proprietary rights therein, and any and all extensions, renewals and/or restorations thereof, droit morale rights, intangible property rights, neighboring rights, rental and lending rights, collection rights and all derivative works therein in all media now known or hereinafter created and all such worldwide results and proceeds to the Company in all media now know or hereinafter created (collectively the "Rights" or the "Material"). Your right to make use of this Site and any of the Materials or other content of any kind or nature appearing on it is subject to your compliance with these Terms of Use Agreement. Modification or use of the Material or any other content on this Site or Website for any purpose not permitted by this Terms of use Agreement may be a violation of the Copyrights and/or Trademarks protected by law and is prohibited. Unauthorized use of the Service and the Materials may violate copyright, trademark and other laws.

By use of this Site you hereby agree that you are not being granted with any rights of any kind or nature in and to the Materials of any kind or nature including but not limited to that you have no ownership rights in your account or an email account you might register with the service Provider of any kind or nature. The Material and all other content on this

Site and the Website may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted, distributed or used by you in any way unless specifically authorized in writing by the Service Provider.

4.2 You shall use your best efforts to prevent any illegal use of the Service by you or any other person, including protecting all usernames and passwords.

4.3 You do hereby accept full responsibility for the misuse of any password that has been given to you under this Agreement or the Terms of Use Agreement and which was obtained from you or as a result of your negligence or carelessness.

5. SERVICE PROVIDER RIGHTS / QUALITY CONTROL

5.1 Service Provider reserves the right to amend, modify, enhance, change, delete, improve or alter any portion of the Services as deemed necessary or fit. Notifications for new features will be posted on the Service home page as well as delivered via newsletters from time to time, to Subscribers.

5.2

- i. You and the Subscriber acknowledge and agree that the Service and name and all of the Rights is and has always been associated with the highest quality educational products and services. As a material inducement for the Service Provider to enter into the Agreement and the Terms of Use Agreement with you and the Subscriber, you and the Subscriber covenant and agree that any information provided or promoted for the use of the Service and the Rights and or the use of the Service or the Rights will at all times meet or exceed those the standards of quality associated with products bearing the Service and the Rights, as determined solely by the Service Provider and as outlined on the Purchase Order and/or as updated on the Terms of Use Agreement.
 - ii. You and the Subscriber agree that all promotional and information of any kind generated for the Service and the Rights, must include the appropriate legal notices as required by the Service Provider including but not limited to trademark symbols of the Service Provider. The Service Provider reserves the right, upon thirty (30) days notice to you and the Subscriber, to modify the Quality Control Standards (5.2
- ↑ (i) through (ii) are collectively known as the ("Quality Control Standards")

6. DATA COLLECTION

Your transmissions are subject to Service Provider's Privacy Policy (/resources/policy) which is posted on the VirtualJobshadow.com website. The Privacy Policy sets forth the terms and conditions upon which Service provider collects and uses personal information from End Users of the Service, including minors. This Terms of Use Agreement is bound to the terms and conditions set forth in Service Provider's Privacy Policy.

7. LIMITATION OF LIABILITY

7.1 SERVICE PROVIDER AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF THE SERVICE PROVIDER ASSUMES NO RESPONSIBILITY FOR THE SELECTION OF THE SERVICE TO ACHIEVE ANY INTENDED PURPOSE, FOR THE PROPER USE OF SERVICE OR FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE SERVICE. THE SERVICE AND THE CONTENT PROVIDED WITH THE SERVICE ARE PROVIDED "AS IS." SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SERVICE PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS OR RELIABILITY OF THE USE OF THE SERVICE OR OTHERWISE RELATING TO THE SERVICE OR ANY MATERIAL ON ANY WEBSITES LINKED TO THE SERVICE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR THAT THE SERVICE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF SUBSCRIBER'S OR YOUR USE OF THE SERVICE OR CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SERVICE PROVIDER IS NOT RESPONSIBLE FOR THESE COSTS.

7.2 IN NO EVENT WILL SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD PARTY SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES WHATSOEVER RESULTING FROM LOST DATA OR THE MISUSE OF DATA OR PERSONAL INFORMATION, HOWEVER ARISING, WHETHER FOR BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, INCURRED BY YOU, SUBSCRIBER OR ANY THIRD PARTY, IN ANY CASE, REGARDLESS

OF WHETHER SERVICE PROVIDER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD-PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 YOU AGREE THAT, IN ANY EVENT, THE MAXIMUM AGGREGATE LIABILITY OF SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS AND THIRD-PARTY SUPPLIERS UNDER THIS AGREEMENT, OR OTHERWISE IN RESPECT OF THE SUBJECT MATTER OF THIS AGREEMENT, FOR DAMAGES, REGARDLESS OF FORM OF ACTION, WILL BE EQUAL TO ONE HUNDRED (US \$100) DOLLARS.

7.4 THE PROVISIONS OF THIS PARAGRAPH 4 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

8. LINKS TO EXTERNAL SITES

The Service includes hypertext links to other educational, employment, governmental and/or other third party websites and Service Provider has no control over, and makes no representations or warranties of any kind regarding the content on such websites or the content on any website linked to such websites, or any changes or modifications made thereto. You hereby acknowledge that by using any such hypertext links, you thereby irrevocably waive any and all claims against Service Provider regarding such websites and acknowledge that you must adhere to and will be subject to the usage and privacy policies governing such sites.

9. TERMINATION OF AGREEMENT

9.1 The Service Provider shall have the right to immediately terminate this Agreement and the Terms of Use with you and the Subscriber in the event you and/or the Subscriber does any of the following:

1. fails to make timely payment of the amount set forth in the Purchase Order; or
 2. breaches any of the provisions of this Agreement or the Terms of Use Agreement;
- or

EXHIBIT 1

3. files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or a receiver is appointed and such receiver is not discharged within ninety (90) days; or
4. fails to comply with the Quality Control Standards of this Agreement or the Terms of Use including but not limited to the Service; or
5. takes any action which damages or reflects adversely upon any of the Service and/or the rights and the Rights set forth in this Agreement or the Terms of Use in the sole judgment of the Service Provider; or
6. violates any of its other obligations or provisions under this Agreement and/or the Terms of Use Agreement and/or the Privacy Policy and/or the Purchase Order. In addition to all other remedies available to the Service Provider which are all hereby reserved, you and the Subscriber agrees that from and after the Termination of this Agreement or the Terms of Use, whether by expiration of the Term or termination as outlined herein, or for any other reason, any and all rights acquired by you and the Subscriber pursuant to the Agreement and the Terms of Use Agreement, shall automatically terminate and cease absolutely, and you and the Subscriber shall not thereafter have any recourse of any kind or nature against the Service Provider.

9.2 You acknowledge that your use of and access to the Service is dependent upon the Terms of Use Agreement still being valid between the Service Provider and Subscriber. Your use of access to the Service shall terminate upon the earlier of the termination of the Terms of Use Agreement or the termination of the Term.

9.3 Any and all use of or access to the Service by you following termination of the Terms of Use Agreement is prohibited and may result in additional fees and charges being levied against you and/or the Subscriber.

9.4 The Paragraphs including but not limited to paragraph 3, 4, 7, 10, 12 and all other provisions determined by the Service Provider shall survive the termination or expiration of this Agreement and the Terms of Use Agreement.



10. INDEMNITY

10.1 You will indemnify Service Provider, its officers, directors, employees, agents, sub-contractors and third-party suppliers (collectively the "Indemnitees") and hold the Indemnitees harmless from and against any and all liability, loss, damage, actions, claims or expense (including legal fees and expenses) (collectively "Liabilities") that result from or arise out of:

- a. the use of the Service by you;
- b. any liability of any kind that is a consequence of your negligent or purposeful misuse of Personal Information; and
- c. any breach by you of this Agreement.

11. COPYRIGHT AND TRADEMARK NOTICES

11.1 Content is: Copyright © 2018 Strivven Media LLC. All rights reserved.

11.2 Virtual Job Shadow is a Registered trademark of Strivven Media, LLC.

11.3 Any rights not expressly granted herein or in the Terms of Use Agreement are reserved.

12. GENERAL PROVISIONS

12.1 Service Provider's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision, right or entitlement herein.

12.2 By use of this Site you hereby agree that you are consenting to any actions at law or in equity arising out of or in relation to this Agreement must be submitted to Binding Arbitration and the jurisdiction and venue to any actions at law or in equity arising out of or in relation to this Agreement will be Charlotte North Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and federal laws of the United States applicable therein. Any actions at law or in equity arising out of or in relation to this Agreement must be submitted to Binding Arbitration.

12.3 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired

as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose. Service Provider's Address: This Site is controlled and operated by Strivven Media, LLC. Please forward any comments or complaints about the Site to support@virtualjobshadow.com (mailto:support@virtualjobshadow.com). Please forward any questions regarding privacy to privacy and other legal matters to info@strivven.com (mailto:info@strivven.com). Strivven Media LLC PO Box 5424 Asheville NC, 28813

12.4 Binding Arbitration of All Disputes; No Class Relief To the fullest extent permissible by law, with the exception of disputes pertaining to the Service Provider intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, any dispute of any kind between you and The Service Provider arising under these Terms shall be resolved through binding arbitration pursuant to the American Arbitration Association ("AAA") or if AAA no longer exists, then the local arbitration organization similar to AAA ; at their offices in Charlotte, North Carolina; by a single neutral arbitrator; in accordance with the arbitration rules or procedures of AAA, on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any North Carolina state or federal court with substantial experience in the internet industry and shall follow and apply the Federal Arbitration Act and as amended ("FAA"), to the fullest extent permitted by the applicable jurisdiction, and the Terms of Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, as they are applied to agreements entered into and to be performed entirely within North Carolina in adjudicating the dispute.

At the conclusion of such arbitration, the arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment on the award may be entered in any court having jurisdiction thereof.

In the event that you or any party to this Terms of Use Agreement commences any arbitration hereunder, that you agree that all you and all the parties agree that each side shall be required to bear their own arbitration fees, expert witness fees, attorneys' fees, and all other costs and expenses associated with the proceeding, and neither shall be

entitled to recover the same from the other, unless otherwise required by law. In the event any language contained in this paragraph is adjudged to be void or otherwise unenforceable, such language shall be severed from this paragraph, without affecting the enforceability of any other language contained in this paragraph or the Terms of Use Agreement generally.

Notwithstanding any other provision contained in this paragraph or this Terms of Use Agreement, you hereby agree that your sole remedy for any alleged breach of these Terms of Use Agreement shall be a claim in arbitration against the Service Provider for monetary damages only. In no event shall you be entitled to seek rescission, injunctive, or other equitable relief against the Service Provider, it's officers, managers, members, employees, independent contractors, d/b/a's, assignees, licensees or any other individuals or entities. Additionally, nothing contained in this paragraph shall limit the Service Provider's right to seek injunctive relief in a court of competent jurisdiction related to any alleged breach of this Terms of Use Agreement contained herein. This Arbitration provision will survive any termination or expiration of this Terms of Use.

Further, you voluntarily, intentionally, and irrevocably agree to (1) have any dispute arising out of this Terms of Use Agreement decided by binding arbitration, (2) give up any right to have the dispute litigated in a court or by jury trial or to demand a jury trial, (3) give up your right to conduct all types of discovery provided for in litigation, and (4) give up your right to appeal the arbitration decision. In addition, you acknowledge that (1) no one has made any representation of fact to induce you to waive your right to jury trial, (2) you have been represented (or have had the opportunity to be represented) by independent legal counsel of your choice, with respect to entering into this Terms of Use Agreement, including the making of this waiver, and that you have had the opportunity to discuss this waiver with counsel, (3) if you refuse to arbitrate after agreeing to this provision, the Service Provider may bring an action in a court of competent jurisdiction to compel arbitration.

AGREEMENT TO THE TERMS OF USE AGREEMENT CONSTITUTES AN AGREEMENT FOR YOU TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND YOUR WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

13. INFORMATION COLLECTED

13.1 Information you give us. The personal information the Service Provider may collect includes information you give the Service Provider which includes but not limited to name , e-mail address, phone number, postal address, demographics, activities, , employment status, employer, employment history, employment job title, social media accounts, social media pages, future plans, education, educational history and major, educational institutions, military history and military branch.

You may give us information in a variety of ways, including but not limited to when you register for Service, communicate with customer care, update your resume, or interact with GradTracker service.

13.2 Information that we automatically collect. The Service Provider automatically receives certain types of information whenever you use our Service. The Service Provider may collect information about your device such as the type, version of operating system, your location, VirtualJobShadow applications downloaded or used, and other similar information. The Service Provider may link information we automatically collect with personal information, such as information you give us at registration. The Service Provider may use systems or tools to follow your use of our Service and other applications, including using cookies and other mechanisms. For example, the Service Provider allows collection of cookie data to help us track aggregate and individual use of our Services. The Service Provider sometimes use cookies to enable features on our sites, such as the ability set preferences.

13.3 Use of personal information. The Service Provider may use your personal information for a variety of purposes, including but not limited to providing you with Services. The Service Provider may use your personal information to do things like:

- Process your orders.
- Protect our rights and property and those of our customers.
- Respond to legal process and emergencies.
- Develop or inform you of new products and services.
- Anonymize or aggregate personal information for various purposes like market analysis or traffic flow analysis and reporting.
- Monitor, evaluate or improve our products, Services, systems, or networks.

- Customize or personalize your experience with our Services.
- For a predetermined period as determined by the Service Provider (usually up to 5 years or longer), you will be notified periodically to log back in and update your current status.
- Provide Passwords and access to the Services.
- Performance of Exit Interviews.
- Annual Status Updates.

13.4 Information we share. The Service Provider does not share information that identifies you personally with third parties other than as follows:

The Site Administrator. The Site Administrator can review reports of your activities and generate excel exports for various reasons which include but is not limited to submission to the state.

Disclosures to Third Party Application and Service Providers. You may choose to use services and products offered by third parties through our Services or devices such as third party applications. When you leave our network you may also use services provided by third parties. Your use of such services and applications may result in these third parties collecting your personal information. You may also choose to give personal information directly to third parties when using our Services. In each case, personal information you give a third party will be subject to its terms, conditions, and policies—not this policy. You should review a third party's privacy policy and terms of service before providing your information or using the service.

13.5 Protection of the Service Provider and Others. The Service Provider may access, monitor, use or disclose your personal information or communications to do things such as:

- comply with the law or respond to lawful requests or legal process;
- protect the rights or property of us, our agents, members, our customers, and others including to enforce our agreements, policies and terms of use;
- respond to emergencies.

↑

13.6 Network and Information Security. The Service Provider maintains a variety of physical, electronic, and procedural safeguards. These safeguards help protect your personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Be sure to use a strong password to access your information and not one you use for other services.

14. UPDATING THIS POLICY

The Service Provider may change this Policy at any time. When we change the Policy we will give notice by changing the date it was last updated.

Features (/features/)

Exclusive Video Content (/features/#exclusive-videos)

College & Job Search (/features/#college-and-jobs)

Career & Interest Assessments (/features/#career-assessments)

Digital Portfolio (/features/#digital-portfolio)

Course Curriculum (/features/#curriculum)

Admin Tools & Tracking (/features/#admin-tools)

Customers (/customers/)

Elementary (K-5) (/customers/#elementary)

Middle/High Schools (/customers/#k-12)

Higher Education (/customers/#higher-education)

Workforce & Government (/customers/#workforce-government)

Individuals (/customers/#individuals)

Career Exploration (/career-exploration/)

Exploration Roadmap (/career-exploration/#exploration-roadmap)

Discover Passions (/career-exploration/#discover-passions)

Choose Direction (/career-exploration/#choose-direction)

Prepare for Success (/career-exploration/#prepare-for-success)

Achieve Dreams (/career-exploration/#achieve-dreams)

