82

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301

April 23, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to exercise the first of two renewal options of a **sole source** contract with Xello, Inc, Toronto, Canada (VC#274475) to provide an online career assessment and exploration platform to New Hampshire Students, by increasing the price limitation by $250,000, from $250,000 to $500,000 and extending the completion date from June 30, 2025 to June 30, 2026, effective upon and Governor and Council approval. The original item was approved by Governor and Council on August 30, 2024, Item #158. 50% Federal Funds, 50% Private Funds."

Funds to support this request are anticipated to be available in the following accounts in Fiscal Year 2026 upon the availability and continued appropriation of funds in the future operating budget:

06-56-56-562010-39360000 Granite Edvance Corporation Funds

Fiscal Year	Class/Account	Private Funds	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$125,000	$0	$125,000
2026	102-500731	Contracts for Program Services	$0	$125,000	$125,000
		Sub Total	$125,000	$125,000	$250,000

06-56-56-562010-40260000 CTE-VOC-ED-Federal

Fiscal Year	Class/Account	CTE-VOC-ED	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$0	$0	$0
2026	102-500731	Contracts for Program Services	$0	$125,000	$125,000
		Sub Total	$0	$125,000	$125,000

06-56-56-562010-24370000 ESSER III-ARP Act

Fiscal Year	Class/Account	Private Funds	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$125,000	$0	$125,000
2026	102-500731	Contracts for Program Services	$0	$0	$0
		Sub Total	$125,000	$0	$125,000

Budget Summary

Fiscal Year	2025	2026	Total
Amount	$250,000	$250,000	$500,000

EXPLANTATION

The New Hampshire Department of Education (NHED) is requesting to renew a **sole source** contract with Xello for NH students and schools to have access to their online career assessment and exploration platform through June 30, 2026. This platform was selected specifically after conducting a price comparison for licenses offered by similar platforms and because of the past experience NHED has in contracting with Xello for their Awato career exploration platform, that has been utilized successfully by NH students and schools. The Xello career assessment and exploration platform aligns with the Career Readiness Drive to 65 Act, which was passed May 2, 2019, and focuses on college and career readiness and requires students to complete a career readiness assessment prior to completing the 9th grade. Overall, this will support New Hampshire's long-term work-force pipeline and economic growth and allows the schools to assess student career interests to advise them on how to best work towards a career ready credential through dual enrollments, career and technical education (CTE), work-based learning, or extended learning opportunities.

Features available to educators, families, and students includes career interests, skills, and learning style assessments, information and guidance on career pathways, a managed and maintained work-based learning database with NH employers, individualized student portfolios, interactive tools such as course planners, FAFSA tracking, and access to e-transcripts and letters of recommendation for post-secondary opportunities, prebuilt lessons for students and educators, and reporting features. Additionally, Xello allows for students to have continued access to individualized portfolios past completion of high school.

As of April 2025, Xello reports working with 31 school districts, 4 charter schools, 6 Adult Education centers, and 3 private schools. The number of school districts and schools utilizing Xello has tripled since September of 2024. Currently, there are 25,808 students and 3,079 educators reported in Xello. The work-based learning feature rolled out in March of 2025 with 167 employers identified and dozens of opportunities ready for students to apply to and many more completing the verification process.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Career Development, hereinafter "the Agency," and Xello, Inc, Toronto, Canada (VC#274475) hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 30, 2024 (Item #158) hereby agree to modify same as follows:

1. Amend box 1.7 of form P-37 by removing 06/30/2025 and replacing with 06/30/2026

2. Amend box 1.8 of form P-37 by removing $250,000 and replacing with $500,000

3. Amend Exhibit B, Scope of Services, section 1.4 to read, "Participating Eligible Schools shall agree to current Xello Terms of Service, and as updated periodically by Xello, in the form attached at Exhibit D-1. The district Terms of Service shall govern Eligible School access to the Platform.

4. Amend Exhibit B, Scope of Services, section 1.6, to read, "Eligible School and Eligible Educator licenses will be provided through June 30, 2026.

5. Amend Exhibit B, section 1.13 to read, "This Agreement is valid from July 1, 2025 through June 30, 2026. The Agreement may be renewed for an additional one-year term, at the sole discretion of NHED. NHED shall provide written notice to Xello at least 30 days before the expiration of the current term if NHED desires to renew the Agreement. Upon renewal, Xello agrees to continue to provide services under the same terms and conditions outlined in this Agreement.

6. Amend Exhibit C, Method of Payment, Term, section 2.1 to read, "This Agreement will commence provided approval by Governor and Council on July 1, 2025 through June 30, 2026.

7. Amend Exhibit C, Method of Payment, Funding Source, section 4.1 to read:

Funds to support this request are anticipated to be available in Fiscal Year 2026 upon the availability and continued appropriation of funds in the future operating budget.

06-56-56-562010-39360000 Granite Edvance Corporation Funds

Fiscal Year	Class/Account	Private Funds	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$125,000	$0	$125,000
2026	102-500731	Contracts for Program Services	$0	$125,000	$125,000
		Sub Total	$125,000	$125,000	$250,000

06-56-56-562010-40260000 CTE-VOC-ED

Fiscal Year	Class/Account	CTE-VOC-ED	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$0	$0	$0
2026	102-500731	Contracts for Program Services	$0	$125,000	$125,000
		Sub Total	$0	$125,000	$125,000

06-56-56-562010-24370000 ESSER III-ARP Act

Fiscal Year	Class/Account	Private Funds	Current Budget	Increase (Decrease) Amount	Revised Budget
2025	102-500731	Contracts for Program Services	$125,000	$0	$125,000
2026	102-500731	Contracts for Program Services	$0	$0	$0
		Sub Total	$125,000	$0	$125,000

Budget Summary

Fiscal Year	2025	2026	Total
Amount	$250,000	$250,000	$500,000

Initials
Date 4/17/2025

8. Remove Exhibit D and replace with Exhibit D-1.

9. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

10. This amendment shall commence upon Governor and Council approval for the period of July 1, 2025, and shall terminate on June 30, 2026.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: _____ 4/29/2025
Frank Edelblut, Commissioner of Education Date

Xello, Inc.
Name of Corporation (Contractor)

By: _____ April 17, 2025
Jeff Harris CEO & Founder Xello, Inc Date

Approved as to form, substance and execution by the Attorney General this 7 day of May, 2025.

_____
Elizabeth A Brown, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

Exhibit D-1
Xello Inc. Terms of Service

Xello is an online program made available to schools, educational establishments and similar entities that helps student users ("Students") create a successful future through self-knowledge, exploration, and planning and helps parents of Students provide support to their children.

With Xello, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they build a profile with careers of interest, schools, colleges and universities, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share.

Xello also provides educators, including teachers, advisors, and administrators (collectively, "Educators"), students who are authorized to serve as ambassadors to schools for certain programs for the college or university they attend ("Ambassadors"), and parents or guardians of Students ("Parents") with access to tools that enable them to monitor the progress of their Students and children, and/or to communicate with Students to help them achieve their future readiness goals.

Agreement to the Terms

These Terms of Service ("Terms") are entered into by and between Xello Inc. or CASCAID Ltd, as specified in the Xello Quote or purchase order if applicable ("Quote") and the school or educational establishment ("School") or other entity who has signed the Quote (collectively "Customer") and the Students, Parents, or Schools who use the Xello platform. These Terms govern Customer's and administrators or educators who are acting on a Customer's behalf ("Authorized Administrator"), Students', Parents', Ambassadors', Schools, and work-based learning administrators' and employers' access to and use of the Xello platform, website, or any other website or application of Xello that link to or incorporate the Terms (collectively the "Services"). These Terms are effective: (i) as of the date the Customer accepts or agrees to these Terms, (ii) when a User (defined below) first uses the Services, or (iii) if these Terms are attached to a separate agreement such as a Quote, the date such separate agreement is accepted by you.

In accepting these Terms on behalf of a Customer, you represent and agree that: (i) you have the legal authority to bind such Customer to these Terms; (ii) you have read and understand these Terms and, if applicable, any accompanying agreement such as a purchase order, subscription terms, or Quote; (iii) you agree, on behalf of the Customer, to these Terms and, if applicable, any accompanying agreement such as a purchase order or Quote; and (iv) Customer or any Authorized Administrator setting up user accounts is solely responsible for providing any legally required notices and obtaining any necessary permissions to use and share information in the Services and providing any legally required means for a parent or legal guardian to review or correct any student data. The term "you" as used herein shall refer to Customer or Authorized Administrator with respect to the Services.

Educators, Students, Ambassadors, Parents, Schools, Authorized Administrators of a Customer account, work-based learning administrators and employers who offer work-based learning who use the Services through an account are each individually a "User" and collectively "Users."

IMPORTANT: As set forth below, the services are provided "as is" and Xello's total liability for any claims related to the services is limited as provided herein.

Using the Services

(a) Usage Limits. The Services are subject to usage limits (including number of users) specified in the Quote. If Customer wishes to increase such usage limits, Xello and Customer may work together to increase Customer's usage limits subject to increased fees for such usage. Any additional usage (including number of users) are subject to these Terms and will terminate as set forth herein.

(b) Usage Restrictions. Users agree not to use the Services for any purpose or in any way that is unlawful or prohibited by these Terms. Without limiting the foregoing, Users may not: (a) knowingly use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services; (b) obtain or attempt to obtain any Content (as defined below) or information through any means not intentionally made available or provided for through the Services; (c) submit or transmit any content, files, videos, photos, web links, or other materials to the Services, including but not limited to User Content (as defined below) or otherwise use the Services in ways that: (i) are defamatory, threatening, obscene, or harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, (ii) interfere with the operation, appearance, security or functionality of the Services; (iv) include unsolicited commercial messages; or (v) impersonate a Xello employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity; (d) use the Services on any computers and/or accounts on which you do not have permission to operate and on which the Services cannot be legally and rightfully operated; or (e) use the Services for a commercial purpose (beyond a Customer's internal business purposes).

We, in our sole discretion, may suspend or stop providing the Services to any User for actions that violate these Terms, or to protect the security, safety, and rights of other Users, Xello or the Services, including without limitation to investigate suspected misconduct.

Intellectual Property and Licenses

(a) Intellectual Property. The Platform may contain material, information and data derived in whole or in part from material supplied by Xello and other sources (the "Content"), and such Content is protected by Canadian and United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. Except as licensed to Users herein, all content, information, materials, computer code, and software part of the Services is the property of Xello or third parties. Xello and its licensors reserve all past, present, and future right, title, ownership, and interest in the Services, and derivative works thereof (including, but not limited to, all photographs, animations, statistics, graphics, text, user interface, scripts and software used to implement the Services or any other materials in the Services), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Services (collectively, the "Xello Intellectual Property"). Users understand that subject to subsection (c) of this Intellectual Property and Licenses section, Xello and its licensors solely and exclusively own the Xello Intellectual Property, and Users have no ownership rights to any Xello Intellectual Property or the Services. All rights to the Platform not expressly granted herein are reserved by Xello. Using the Services does not give Users ownership of any intellectual property rights in the Services or the Content accessed.

Users shall abide by all copyright and other intellectual property laws and shall promptly notify Xello of any unauthorized access or use of the Services.

(b) License by Xello. Unless stated otherwise in this Agreement, and subject to the terms of this Agreement, Xello grants to Customer and its Users the non-exclusive, non-assignable, non-transferable, limited right to (i) access and use the Services during the Term solely for noncommercial educational

purposes, and (ii) to use, download, copy, modify, perform, or display educational materials provided in the Services for noncommercial, in-class instructional purposes during the Term. This limited license shall apply to any updates, upgrades, and/or additional features of the Services not distributed with a separate license or other agreement.

(c) License from Customer. Customer grants Xello a limited, transferable license to use and display Customer's name and logo to operate the Services. Customer grants Xello a limited, transferable license to use Student Personal Information (as defined in the Privacy Policy) as set forth in this Agreement. Customer is solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, or images, that Customer or its Licensed Users create, install, upload or transfer on, from or through the Services. All Student Personal Information transmitted to Xello pursuant to this Agreement is and will continue to be the property of and under the control of the Customer.

(d) Feedback. If Customer or any Users provides feedback, comments or suggestions for improvements to the Service (in written, oral, or any other form) ("Feedback"), Customer or such User, as applicable, represents and warrants that (a) it may disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. Customer (i) acknowledges that Xello may have something similar to the Feedback already under consideration or in development and (ii) assigns to Xello its entire right, title, and interest (including any intellectual property rights) in and to Feedback without any restrictions, attribution, or compensation to you. If any right, title, or interest in the Feedback cannot be assigned under law, Customer or User, as applicable, waives such right, title or interest and consents to any action of Xello, its service providers, successors, and assigns that would violate such right, title, or interest absent such consent. Customer or User, as applicable, agrees to execute any documents necessary to affect the foregoing assignment, waivers, or consents.

(e) Customer Testimonials. Xello may display personal testimonials and endorsements of satisfied customers with respect to the Services, including, if Customer agrees, its personnel, and, if Customer agrees, Xello may associate Customer's name and logo with such postings from its personnel.

Security and Confidentiality

All parties will use commercially reasonable efforts to maintain the security and confidentiality of personal information, including Student Personal Information collected in the Services, consistent with applicable law, in order to help protect such personal information from unauthorized access, provided that certain information may be available to Customer and Users or third parties pursuant to the direction of Customer, Educators, or Authorized Administrators and depending on how Users choose to use the Services' features.

We may disclose Student Personal Information that is confidential: (a) at the direction of the Customer or Authorized Administrator; (b) as required or permitted by applicable law; (c) in accordance with valid legal process; or (d) with the written consent of the Customer or Parent (to the extent required or permitted by applicable law). Before disclosing such information in accordance with the legal process, we will use commercially reasonable efforts to promptly notify the Customer. We shall not be required to provide notice before such disclosure if (i) we are legally prohibited from giving notice or (ii) the legal process relates to exceptional circumstances involving danger of death or serious physical injury to any person. Users understand that we will rely on one or more subcontractors to provide the Services. We have contracts in place with such subcontractors requiring them to protect Student Personal Information in a way that is at least as protective as we have undertaken to treat such information in these Terms and comply with applicable law.

FERPA

For Customers subject to United States federal law, we acknowledge that data from Student Users may include "personally identifiable information" from "education records" that are subject to Family Educational Rights and Privacy Act ("FERPA") ("FERPA Records"). To the extent that we receive FERPA Records in providing the Services, the parties agree that Xello functions as a "school official" with a "legitimate educational interest" in Customer's Student's Education Records pursuant to FERPA regulation 34 CFR § 99.31(a)(1), or if applicable, is acting under another applicable FERPA exception listed under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. With respect to FERPA Records, Xello will maintain its status as a School Official and acknowledges that a failure to do so may result in a termination of these Terms and any other agreement for the Services. As between the parties, Customer owns and controls all Student Personal Information, including but not limited to FERPA Records, provided in the Services, whether provided by the Customer, another User, or any other third-party.

The limitations set forth in this section shall not apply to any information which we receive or that is provided to the Services pursuant to consent of Student User's Parent or consent of a Student User who is at least 18 years of age or the age of majority in such User's jurisdiction of residence. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Services' Accounts

Customer and Authorized Administrators and Users are responsible for maintaining the security and confidentiality of their account credentials and taking reasonable steps to prevent unauthorized access to such accounts (e.g., logging out when done using the Services or away from your device). Customer and Authorized Administrators are responsible for (a) creating Student accounts and (b) providing all required notices and obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any information, including Student Personal Information, from accounts of other Users. As between Xello and Customer, Customer is responsible for any activities, including any violation of the Terms, that occur under a Customer account, an Authorized Administrator account, and any User accounts created by Customer or Authorized Administrator account.

You shall notify Xello of any known or suspected unauthorized use of your account, other User accounts, or any known or suspected breach of security of the Services, including loss, theft, or unauthorized disclosure of your password.

User Content

While using the Services, Customers and Users can upload, submit, store, send, or receive content ("User Content"). User Content does not include Feedback. As between the parties, Customer retains ownership of any intellectual property rights held in User Content. You agree that we can use, host, display, modify and publish such content for the purpose of providing the Services. We do not claim any ownership rights in User Content that is submitted to the Services.

As set forth in the Privacy Policy, upon request or upon termination of the Agreement, we shall, at direction and election of the Customer, destroy Student Personal Information, including FERPA Records,

and User Content or return them to the Customer with rights to such information and direct our subcontractors to do the same, provided that we may comply with applicable law regarding the transfer of and/or retention of such records. Such records or User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).
At all times, you and your Customer are responsible for, and agree you have the rights to submit, post and upload the User Content or Feedback you submit to the Services.

We reserve the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content submitted to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to Xello, the Services or its Users, consistent with applicable law, but we do not assume the obligation.

Fees

(a) Fees. Customer will pay all fees specified in the Quote. Except as otherwise specified herein or in a Quote, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period or Term (as such terms are defined in the Quote). Unless otherwise stated in a Quote, Fees are paid in advance of each billing period.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under the Quote and/or this Agreement.

Term and Renewal

(a) Term. Unless otherwise set forth on the Quote, this Agreement commences on the date of Quote execution ("Effective Date") and shall continue for the period of time set forth in the Quote (the "Term"), unless terminated earlier by either party pursuant to this Agreement.

(b) Intent to Not Renew Agreement. In the event that Customer wishes to not renew the Agreement before the end of the Subscription Period, Term, or any renewal term of a Subscription Period or Term, an Authorized Administrator for the Customer must provide Xello with written notice of its intent not to renew at least at least ninety (90) days prior to the conclusion of the current Subscription Period or renewal Subscription Period or Term . Failure to provide such notice will result in the Customer being responsible for payment of all fees owed under any subsequent renewal Subscription Period or Term.

Termination

(a) Termination for Convenience. If Customer cancels or terminates the Agreement for its convenience before the end of the Subscription Period, Term or any renewal Subscription Period or Term, Customer remains responsible for payment of all outstanding Fees referenced in the applicable Quote without any refund owed to Customer, unless otherwise mutually agreed to in writing between Customer and Xello.

(b) Termination for Material Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof. In the event the Agreement is terminated by Customer for a material and uncured breach

based on the actions of Xello, Customer shall only be responsible for those fees due as of the date of the material and uncured beach of the Agreement.

(c) Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Users will have no rights to continue to use the Services and immediately will cease accessing and/or using Services, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of the Services.

(d) Survival. The following will survive any expiration or termination of these Terms or the Quote: Accounts; Fees; Intellectual Property (except as specified therein); Term and Termination; Security and Confidentiality; Warranties, Disclaimers and Release; and Limitation of Liability.

Third Party Services

Certain third-party products or services may be available for you to choose to use within the Services. You are not required to use such additional products in relation to the Services. If you elect to use such third-party services, you should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect from Users. We are not responsible for any practices of the third-party services you select and make no assurances that their services will meet your needs.

Privacy Policy

Xello's Privacy Policy explains how we treat and protect personal data in the Services. By using the Services, you agree that we can use such data in accordance with our Privacy Policy. If a conflict exists between Xello's Privacy Policy and these Terms, these Terms will govern.

Warranties, Disclaimers, and Release

We provide the services using a commercially reasonable level of skill and care. We hope you will enjoy using the services. Other than as expressly set out in these terms, we do not make any specific promises about the services. For example, we don't make any commitments about the accuracy, completeness, currency, or reliability of the content within the services, the specific functions of the services, or the services' reliability, availability, or ability to meet your needs. We provide the services on an "as is" and "as available" basis, with all faults, without warranty of any kind, and users' use is at their sole risk. xello makes no representations or warranties of any kind, whether express, implied, statutory or otherwise, and hereby specifically disclaims all implied warranties, including without limitation all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. xello makes no warranty that the services will meet users' requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. Some jurisdictions do not allow disclaimers of various warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. so, one or more of the above disclaimers may not apply to you. to the extent such warranties cannot be disclaimed under the laws of your jurisdiction, xello limits the duration and remedies of such warranties to the full extent permissible under those laws.

Limitations On Liability Of Xello

To the maximum extent permitted by law, in no event shall xello be liable to any user for personal injury, property damage, any lost profits, lost data or information, costs of procurement of substitute products, loss of goodwill, work stoppage, computer or device failure or malfunction, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to this agreement or any user's use of, or inability to use the services, even if xello has been advised of the possibility of such damages. access to, and use of the services is at users' own discretion and risk, and users will be solely responsible for any damage to any devices or computer systems used to access or use the services, or loss of data or information resulting therefrom.

To the extent permitted by law, the total liability of xello, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services.

The above limitation of liability shall not apply to any claims for actual damages resulting from Xello's breach of this agreement caused by its gross negligence, fraud, willful misconduct or fraud. if you are a resident of the United Kingdom, nothing in these terms shall exclude or limit our liability for death or personal injury caused by negligence (as such term is defined by the unfair contract terms act 1977); or fraud; or misrepresentation as to a fundamental matter; or any liability which cannot be excluded or limited under UKlaw.

Changes to The Services

We may, at any time, make changes to the Services, including its "look and feel," features, and Content. We may also modify these Terms or any additional terms that apply to the Services, for example, to reflect changes to the law or changes to the Services. We will post modifications to these Terms on this page and in the Services. We will provide notice to the Customer and seek its consent to material changes to the Terms. Such material changes will not apply retroactively and will become effective no sooner than 14 days after they are posted and notification is provided. Depending on the changes, if you do not agree to the modified terms for the Services, we may not be able to continue to provide the Services to you and may have to discontinue your use of the Services.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

Contractor Initials: [illegible]
Date: 4/17/2025

Certificate of Authority

I, **Asif Mohamed**, hereby certify that I am a duly appointed representative of **Xello Inc.**

I hereby certify that **Jeff Harris, *President & Co-founder*, Xello Inc.**, is authorized to execute contracts on behalf of **Xello Inc.** and may bind the organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 17, 2025

Attest: Asif Mohamed, VP Finance Xello Inc.

| _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that XELLO INC. is a Canada Profit Corporation registered to transact business in New Hampshire on June 25, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **965857**

Certificate Number: **0007146663**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2025.

David M. Scanlan

Secretary of State

CSIO

CERTIFICATE OF INSURANCE

DATE (YY/MM/DD) 25/02/28

BROKER
Hugh Wood Canada Limited
2300-25 King Street West
Toronto ON M5L 2A1

BROKER'S CLIENT ID: ANACA-1

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

COMPANY A Trinity Underwriting Managers Ltd.

COMPANY B

COMPANY C

COMPANY D

INSURED'S FULL NAME AND MAILING ADDRESS
Xello Inc.
1867 Yonge Street #502
Toronto ON M4S 1Y5

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY	A	[redacted]	25/02/28	26/02/28	EACH OCCURRENCE	$ 2,000,000
☐ CLAIMS MADE OR ☒ OCCURRENCE					GENERAL AGGREGATE	$ 3,000,000
X PRODUCTS AND / OR COMPLETED OPERATIONS					PRODUCTS - COMP/OP AGG	$ 2,000,000
X EMPLOYER'S LIABILITY					PERSONAL INJURY	$ 2,000,000
X CROSS LIABILITY					TENANT'S LEGAL LIABILITY	$ 500,000
X TENANT'S LEGAL LIABILITY					MED EXP (Any one person)	$ 25,000
X NON-OWNED					NON-OWNED AUTO	$ 1,000,000
☐ X HIRED					OPTIONAL POLLUTION LIABILITY EXTENSION	$
☐ POLLUTION LIABILITY EXTENSION					(Per Occurrence)	$
					(Aggregate)	$
AUTOMOBILE LIABILITY					BODILY INJURY PROPERTY DAMAGE COMBINED	$
☐ DESCRIBED AUTOMOBILES						
☐ ALL OWNED AUTOS					BODILY INJURY (Per person)	$
☐ LEASED AUTOMOBILES						
☐					BODILY INJURY (Per accident)	$
☐					PROPERTY DAMAGE	$
☐						
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE						
EXCESS LIABILITY					EACH OCCURRENCE	$
☐ UMBRELLA FORM					AGGREGATE	$
☐ OTHER THAN UMBRELLA FORM						
(Specify)						
OTHER LIABILITY (SPECIFY)						

ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
Insurer: Trinity Underwriting Managers Ltd., written through HDI Global Specialty SE
It is hereby understood and agreed that NH Department of Education is added as an *Additional Insured to the Commercial General Liability but, only for the vicarious liability arising from the operations of the Named Insured.

CERTIFICATE HOLDER

NH Department of Education
25 Hall St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Mathison Taylor

PRINT NAME INCLUDING POSITION HELD
Mathison Taylor | Technical Assistant

FAX NUMBER	EMAIL ADDRESS	COMPANY	DATE
416-229-6800	certificates@hwcanada.com	Hugh Wood Canada Limited	25/02/28

AWATLLC-01 DILLIKUMARI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME: Kathy Galezniak
PHONE (A/C, No, Ext): (856) 344-9338 FAX (A/C, No):
E-MAIL ADDRESS: kathy.galezniak@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford - Rated Multiple Companies	00914
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Awato LLC
190 Old Wilton Rd
New Ipswich, NH 03071

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		[redacted]	6/7/2024	6/7/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord, NH 03301-3860

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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158

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

August 5, 2024

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to enter into a **sole source** contract with Xello, Inc, Toronto, Canada (VC#274475) in an amount not to exceed $250,000, to provide an online career assessment and exploration platform to New Hampshire Students, effective upon Fiscal Committee and Governor and Council approval through June 30, 2025 with the option to renew for an additional two one-year periods. 50% Federal Funds, 50% Private Funds.

Funds to support this request in the account titled Granite Edvance Corporation Funds are contingent on Governor and Executive Council approval of an accept and expend request for $125,000 included on this agenda. The request was approved by Fiscal Committee at its August 16, 2024 meeting.

Funds to support this request are available in FY2025 in the account titled ESSER II-ARP Act as follows:

06-56-56-562010-39360000 Granite Edvance Corporation Funds

Fiscal Year	Class/Account	Private Funds	Budget
2025	102-500731	Contracts for Program Services	$125,000
		Sub Total	$125,000

06-56-56-562010-24370000 ESSER III-ARP Act

Fiscal Year	Class/Account	ESSER III-ARP	Budget
2025	102-500731	Contracts for Program Services	$125,000
		Sub Total	$125,000
		Total	$250,000

EXPLANTATION

The New Hampshire Department of Education (NHED) is requesting a **sole source** contract with Xello for NH students and schools to have access to their online career assessment and exploration platform. This platform was selected specifically after conducting a price comparison for licenses offered by similar platforms and because of the past experience NHED has in contracting with Xello for their Awato career exploration platform, that has been utilized successfully by NH students and schools. The Xello career assessment and exploration platform aligns with the Career Readiness Drive to 65 Act, which was passed May 2, 2019, and focuses on college and career readiness and requires students to complete a career readiness assessment prior to completing the 9th grade. Overall, this will support New Hampshire's long-term work-force pipeline and economic growth and allows the schools to assess student career interests to advise them on how to best work towards a career ready credential through dual enrollments, career and technical education (CTE), work-based learning, or extended learning opportunities.

Features available to educators, families, and students includes career interests, skills, and learning style assessments, information and guidance on career pathways, a managed and maintained work-based learning database with NH employers, individualized student portfolios, interactive tools such as course planners and access to e-transcripts and letters of recommendation for post-secondary opportunities, prebuilt lessons for students and educators, and reporting features. Additionally, Xello allows for students to have continued access to individualized portfolios past completion of high school.

As of June 21, 2024 Xello reported the Awato platform as having 71 active schools, 12,084 registered users, and 10,737 completed career assessments. Additionally, Xello has standing relationships with 318 NH based employers. Xello will utilize the rapport built with NH schools and employers to ensure a successful roll out of the career assessment and exploration platform.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education, Division of Learner Support, Bureau of Career Development		1.2 State Agency Address 25 Hall Street, Suite 111 Concord, NH 03301	
1.3 Contractor Name Xello Inc.		1.4 Contractor Address 1867 Yonge St #502, Toronto, ON M4S 1Y5, Canada	
1.5 Contractor Phone Number (800) 965-8541	1.6 Account Number See Exhibit C	1.7 Completion Date 06/30/2025	1.8 Price Limitation $250,000
1.9 Contracting Officer for State Agency Nicole Levesque, Program Specialist IV		1.10 State Agency Telephone Number 603-271-3397	
1.11 Contractor Signature Date: 08/01/24		1.12 Name and Title of Contractor Signatory Jeff Harris, President & Co-Founder	
1.13 State Agency Signature Date: 8/14/2024		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Elizabeth Brown, Attorney On: 8/14/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 08/01/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____

Date 03/01/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date 09/01/24

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____

Date 03/01/24

EXHIBIT A

Special Provisions

Additional Exhibits D-I

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Subject to Governor and Council approval, authorizing the NHED to include a renewal option on this contract for up to two one-year renewals of additional fiscal years, subject to the contractor's acceptable performance of the terms therein and NHED's receipt of grant funds from Granite Edvance Corporation as provided for in the Grant Award Agreement for New Hampshire Department of Education, Bureau of Career Development for Procuring Xello Platform for New Hampshire Students:

Renewal 1	July 1, 2025 to June 30, 2026
Renewal 2	July 1, 2026 to June 30, 2027

Changes to the General P37 Provisions by Vendor:

Section 9 of the P37 shall be amended to delete the existing paragraph 9.1 and replace the existing paragraph with the following:

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ten (10) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement. Furthermore, NHED may terminate this agreement, without notice at any time in the event that Granite Edvance Corporation fails to provide grant funding to NHED as provided for in the Grant Award Agreement for New Hampshire Department of Education, Bureau of Career Development for Procuring Xello Platform for New Hampshire Students. Xello waives all claims that may arise out of the NHED's termination of the Agreement resulting from NHED's failure to receive funding from Granite Edvance Corporation.

Section 15 of the P37 shall be amended to add the following provision:

15.3 Xello represents and warrants that it acquired all of the membership interest in Awato LLC in March 2021 and since that time Awato has operated as a wholly owned subsidiary of Xello and Xello fully owns the subsidiary's membership interest and controls it operations, policies, and managements. Xello represents and warrants that it does not have any employees who will be providing services in the State of New Hampshire. All services that will be provided in the State of New Hampshire will be provided by

Contractor Initials [illegible]
Date 08/5/24

employees of Xello's wholly owned subsidiary, Awato LLC. Xello represents and warrants that its wholly owned subsidiary, Awato LLC, fully complies with all requirements of NH RSA chapter 281-A and Xello shall ensure that Awato LLC and Xello shall fully comply with all of the requirements of NH RSA chapter 281-A at all times during the term of this Agreement. Xello shall provide proof of Worker's Compensation insurance for Awato, LLC.

15.4. Xello further agrees, represents and warrants that if at any time during the term of this Agreement any Xello employee provides services under this Agreement, Xello shall obtain workers compensation insurance for all such employees and ensure full compliance with NH RSA chapter 281-A.

EXHIBIT B

Scope of Services

Xello, Inc. (VC #274475) will provide the following services for the New Hampshire Department of Education (NHED).

1. General Provisions
   1.1 Xello offers a secure online career pathway exploration platform ("Xello Platform") that integrates with district student information systems. Xello Platform is designed to support educators and students by providing students with career interest and learning style assessments, and pathway exploration tools to support them in preparing for post-secondary pathways and assist educators with the provision of planning and communication tools and supplementary resources to further engage students in the exploration and planning process. Xello will provide the following services through the Xello Platform to Eligible Students, Eligible Schools, and Eligible Educators as defined in this Agreement:
   - Career interests, skills and learning styles assessments.
   - Information and guidance on career pathways from the secondary setting, including but not limited to career and technical education, work-based learning, and out-of-school learning opportunities such as Learn Everywhere, leading into various post-secondary opportunities to include apprenticeship, trade school, college, and work opportunities.
   - Customizable web links and resources to showcase available education programming.
   - A managed and maintained work-based learning database with New Hampshire-based employers, to include pre-apprenticeships, apprenticeships, internships, work-experiences, work-based learning, and career exploration activities.
   - Individualized student portfolios to showcase career and other post-secondary interests.
   - Interactive tools to include a secondary course planner, ability to request e-transcripts and letters of recommendation, and actionable task lists such as due dates and deliverables for college applications.
   - Prebuilt lessons for Eligible Students and lesson plans for Eligible Educators.
   - Reporting features for Eligible Educators.

   1.2 Xello agrees to provide licenses to the Xello Platform on the effective date of this agreement and to include, at no additional cost, any enhancement to the Xello Platform during the term of this Agreement.
      1.2.1 Xello hereby grants to NHED a nonexclusive, non-transferable license to use and to permit Eligible Schools, Eligible Students and Eligible Educators, as defined below, to utilize the Xello Platform during the term of this Agreement.
      1.2.2 Xello hereby grants NHED permission to use any Xello logo or mark on NHED's website or in other media and print content in connection with promoting or facilitating Eligible Schools, Eligible Students and Eligible Educators in obtaining licenses pursuant to this Agreement.

   1.3 The NHED agrees to purchase licenses to the Xello Platform from Xello for use by participating eligible schools ("Eligible Schools") who enroll eligible students who are in grades 9 – 12 ("Eligible Students") and participating eligible educators ("Eligible Educators") as defined pursuant to the terms of this Agreement.
      1.3.1 "Eligible Schools" shall include New Hampshire traditional and chartered public schools, authorized New Hampshire non-public schools, and approved New Hampshire adult education programs.
      1.3.2 "Eligible Students" shall include New Hampshire students enrolled in grade 9 through grade 12 eligible to attend a New Hampshire public school and New Hampshire students enrolled in an approved New Hampshire adult education program.

1.3.3 "Eligible Educators" shall include educators such as school counselors, extended learning opportunity coordinators, career and technical education teachers, parents, and other educators working in an Eligible School or supporting a Home Education or Education Freedom Account program.

1.4 Participating Eligible Schools shall agree to the current Xello Terms of Service, and as updated periodically by Xello, in the form attached at Exhibit D. The District Terms of Service shall govern the Eligible School access to the Platform.

1.4.1 Xello will support Eligible Schools in providing Xello Platform access to Eligible Students

1.5 Participating Eligible Educators shall agree to the current Xello Terms of Service, and as updated periodically by Xello, which can be found at Terms of Use | Xello Inc. Eligible Educator Terms of Service govern the Eligible Educator's access to the Xello Platform.

1.5.1 Xello shall grant access to the Xello Platform to Eligible Educators.

1.6 Eligible School and Eligible Educator licenses will be provided through June 30, 2025.

1.7 NHED will provide Xello assistance to market and launch the Xello Platform with Eligible Schools, Eligible Students and Eligible Educators, including but not limited to:

1.7.1 Xello will onboard Eligible Schools and thereafter roster the Eligible Students and Eligible Educators via the Xello Platform. Xello will provide a unique username and password to be utilized by New Hampshire Educators supporting home education or Educational Freedom Account program students (as detailed in paragraph 1.8 below). Eligible Schools may onboard with Xello for the Xello Platform by contacting Xello and being connected to their assigned success manager regarding use of the Xello Platform through the State of New Hampshire whereupon Xello will onboard the Eligible School through communication with appropriate Eligible School district individuals including district leads, IT, school counselors, and other educators through a series of meetings to discuss data requirements, connecting with the Student Information System (SIS), lessons available to students, and training around the Xello Platform.

1.7.2 Xello will provide a unique username and password to be utilized by New Hampshire Educators supporting home education or Educational Freedom Account program students (as detailed in paragraph 1.8 below).

1.7.3 NHED will support Xello by providing a link to the Xello Platform on the NHED website outlining the services available to Eligible Schools, Eligible Students and Eligible Educators under the terms of this Agreement. Additionally, Xello will engage in active outreach to Eligible Schools to promote the use of the Xello Platform.

1.8 Each Eligible Educator that does not access the Xello Platform through their Eligible School, shall attest to their eligibility to a license, pursuant to the terms of this Agreement, on Xello's website in order to obtain a unique username and password enabling the Eligible Educator to obtain a license. This unique username and password may be changed time to time to prevent any fraud or abuse. Xello will notify NHED if they become aware of unauthorized use of the unique username and password under this Agreement. If there is unauthorized use of the unique username and password Xello will disable the account of the eligible educator at their sole discretion.

1.9 Xello shall provide NHED with a report, updated no less frequently than once per month, reporting utilization of the Xello Platform by Eligible Schools, Eligible Students and Eligible Educators. Reports will include:

- Total number of Eligible Students and Eligible Educators accessing the Xello Platform per month ("Active Users")
- Number of Eligible Schools registering to use the Xello Platform each month
- Name of Eligible Schools registering to use the Xello Platform each month

- Total number of Active Users per Eligible School accessing the Xello Platform each month
- Top 8 saved career pathways on the Xello Platform by Eligible Students each month
- Top 10 saved clusters on the Xello Platform by Eligible Students each month
- Total number of Eligible Students with a portfolio each month
- Total number of Eligible Students who have completed their initial Matchmaker Assessment each month
- Number of Active Users that apply to work-based learning opportunities each month through the Xello Platform
- Number and location of new and existing Work-based learning opportunities available to Eligible Students each month
- Percentage of Eligible Students who have completed all assigned lessons for their grade each month
- Percentage of Eligible Students who are "in progress" for assigned lessons for their grade each month
- Percentage of Eligible Students who have not started assigned lessons for their grade each month

1.10 Xello shall provide technical support for Eligible Schools, Eligible Students and Eligible Educators via Xello's support hub, including a knowledge base, phone and email support.

1.11 Student Data. To the extent that Xello obtains access to any student level data, Xello will take commercially reasonable measures to protect Eligible Schools, Eligible Students and Eligible Educators' personally identifiable information (hereinafter referred to as "PII") as defined by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) consistent with FERPA and all applicable privacy laws.

1.12 As a condition to this Agreement, Xello entered into a Standard Student Data Privacy Agreement, NH DPA, Modified Version 1.0, with the School Administrative Unit 11 ("DPA"). This DPA permits for Eligible Schools to enter into this DPA by executing the General Offer of Privacy Terms through the Student Data Privacy Consortium (SDPC) portal. Participating Eligible Schools will be required to participate in this data privacy agreement by signing the General Offer of Privacy Terms.

1.13 This Agreement is valid from the date of approval by Governor and Council approval through June 30, 2025. The Agreement may be renewed for up to two additional one-year terms, at the sole discretion of NHED. NHED shall provide written notice to Xello at least 30 days before the expiration of the current term if NHED desires to renew the Agreement. Upon renewal, Xello agrees to continue to provide services under the same terms and conditions outlined in this Agreement.

1.14 This Agreement, and all incorporated documents herein, constitutes the entire agreement and understanding of the parties.

EXHIBIT C

Method of Payment

1. **Price**
   1.1. NHED agrees to pay Xello, Inc. a license fee of $250,000 per fiscal year outlined in the Agreement for licenses for all Eligible Schools and all Eligible Educators and all Eligible Students, subject to the availability of funds.
   1.2. License fees reflect the fee for Eligible Schools, Eligible Educators, and Eligible Students and shall be paid in advance for the term of the license.

2. **Term**
   2.1. This Agreement will commence upon approval by Governor and Council through June 30, 2025.

3. **Limitation on Price:**
   3.1. In no case shall the total budget exceed the price limitation of $250,000, which shall include the $125,000 annually received from private funds.

4. **Funding Source:**
   4.1 Availability of funds is contingent upon Fiscal Committee and subsequent Governor and Council approval of the accept and expend request of Granite Edvance Corporation. Funds to support this request are anticipated to be available in Fiscal Year 2025 as follows:

06-56-56-562010-39360000 Granite Edvance Corporation

Fiscal Year	Class/Account	Private Funds	Budget
2025	102-500731	Contracts for Program Services	$125,000
		Sub Total	$125,000

06-56-56-24370000 ESSER III-ARP Act

Fiscal Year	Class/Account	ESSER III-ARP	Budget
2025	102-500731	Contracts for Program Services	$125,000
		Sub Total	$125,000
		Total	$250,000

5. **Method of Payment:**

Xello shall invoice NHED, consistent with the terms and scope of this Agreement, upon approval of this contract by Governor and Council. If otherwise correct and acceptable, a one-time payment of $250,000 will be made 30 days from the date the invoice is processed. Invoice may be submitted electronically to:

Nicole Levesque
Bureau of Career Development
Nicole.m.levsesque@doe.nh.gov

Exhibit D
Xello Inc. Terms of Service

Xello is an online program made available to schools, educational establishments and similar entities that helps student users ("Students") create a successful future through self-knowledge, exploration, and planning and helps parents of Students provide support to their children.

With Xello, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they build a profile with careers of interest, schools, colleges and universities, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share. Xello also provides educators, including teachers, advisors, and administrators (collectively, "Educators"), students who are authorized to serve as ambassadors to schools for certain programs for the college or university they attend ("Ambassadors"), and parents or guardians of Students ("Parents") with access to tools that enable them to monitor the progress of their Students and children, and/or to communicate with Students to help them achieve their future readiness goals.

Agreement to the Terms
These Terms of Service ("Terms") are entered into by and between Xello Inc. or CASCAID Ltd, as specified in the Xello Quote or purchase order ("Quote") and the school or educational establishment or other entity who has signed the Quote (collectively "Customer") and the Students or Parents who use the Xello platform. These Terms govern Customer's and administrators or educators who are acting on a Customer's behalf ("Authorized Administrator"), Students,' Parents,' Ambassadors', and work-based learning administrators' and employers' access to and use of the Xello platform, website, or any other website or application of Xello that link to or incorporate the Terms (collectively the "Services"). These Terms are effective: (i) as of the date the Customer accepts or agrees to these Terms, (ii) when a User uses the Services, or (iii) if these Terms are attached to a separate agreement such as a Quote, the date such separate agreement is accepted by you.

In accepting these Terms on behalf of a Customer, you represent and agree that: (i) you have the legal authority to bind such Customer to these Terms; (ii) you have read and understand these Terms and any accompanying agreement such as a purchase order, subscription terms, or Quote; (iii) you agree, on behalf of the Customer, to these Terms and any accompanying agreement such as a purchase order or Quote; and (iv) Customer or any Authorized Administrator setting up user accounts is solely responsible for providing any legally required notices and obtaining any necessary permissions to use and share information in the Services and providing any legally required means for a parent or legal guardian to review or correct any student data. The term "you" as used herein shall refer to Customer or Authorized Administrator with respect to the Services.

Educators, Students, Ambassadors, Parents, Authorized Administrators of a Customer account, work-based learning administrators and employers who offer work-based learning who use the Services through an account are each individually a "User" and collectively "Users."
IMPORTANT: AS SET FORTH BELOW, THE SERVICES ARE PROVIDED "AS IS" AND XELLO'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THE SERVICES IS LIMITED AS PROVIDED HEREIN.

Using the Services
(a) Usage Limits. The Services are subject to usage limits (including number of users) specified in the Quote. If Customer wishes to increase such usage limits, Xello and Customer may work together to increase Customer's usage limits subject to increased fees for such usage. Any additional usage (including number of users) are subject to these Terms and will terminate as set forth herein.
(b) Usage Restrictions. Users agree not to use the Services for any purpose or in any way that is unlawful

or prohibited by these Terms. Without limiting the foregoing, Users may not: (a) knowingly use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services; (b) obtain or attempt to obtain any Content (as defined below) or information through any means not intentionally made available or provided for through the Services; (c) submit or transmit any content, files, videos, photos, web links, or other materials to the Services, including but not limited to User Content (as defined below) or otherwise use the Services in ways that: (i) are defamatory, threatening, obscene, or harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, (ii) interfere with the operation, appearance, security or functionality of the Services;, (iv) include unsolicited commercial messages; or (v) impersonate a Xello employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity; (d) use the Services on any computers and/or accounts on which you do not have permission to operate and on which the Services cannot be legally and rightfully operated; or (e) use the Services for a commercial purpose (beyond a Customer's internal business purposes). We, in our sole discretion, may suspend or stop providing the Services to any User for actions that violate these Terms, or to protect the security, safety, and rights of other Users, Xello or the Services, including without limitation to investigate suspected misconduct.

Intellectual Property and Licenses

(a) Intellectual Property. The Platform may contain material, information and data derived in whole or in part from material supplied by Xello and other sources (the "Content"), and such Content is protected by Canadian and United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. Except as licensed to Users herein, all content, information, materials, computer code, and software part of the Services is the property of Xello or third parties. Xello and its licensors reserve all past, present, and future right, title, ownership, and interest in the Services, and derivative works thereof (including, but not limited to, all photographs, animations, statistics, graphics, text, user interface, scripts and software used to implement the Services or any other materials in the Services), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Services (collectively, the "Xello Intellectual Property"). Users understand that subject to subsection (c) of this Intellectual Property and Licenses section, Xello and its licensors solely and exclusively own the Xello Intellectual Property, and Users have no ownership rights to any Xello Intellectual Property or the Services. All rights to the Platform not expressly granted herein are reserved by Xello. Using the Services does not give Users ownership of any intellectual property rights in the Services or the Content accessed. Users shall abide by all copyright and other intellectual property laws and shall promptly notify Xello of any unauthorized access or use of the Services.

(b) License by Xello. Unless stated otherwise in this Agreement, and subject to the terms of this Agreement, Xello grants to Customer and its Users the non-exclusive, non-assignable, non-transferable, limited right to (i) access and use the Services during the Term solely for noncommercial educational purposes, and (ii) to use, download, copy, modify, perform, or display educational materials provided in the Services for noncommercial, in-class instructional purposes during the Term. This limited license shall apply to any updates, upgrades, and/or additional features of the Services not distributed with a separate license or other agreement.

(c) License from Customer. Customer grants Xello a limited, transferable license to use and display Customer's name and logo to operate the Services. Customer grants Xello a limited, transferable license to use Student Personal Information (as defined in the Privacy Policy) as set forth in this Agreement. Customer is solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, or images, that Customer or its Licensed Users create, install, upload or transfer on, from or through the Services. All Student Personal Information transmitted to Xello pursuant to this Agreement is and will continue to be the property of and under the control of the Customer.

(d) Feedback. If Customer or any Users provides feedback, comments or suggestions for improvements to the Service (in written, oral, or any other form) ("Feedback"), Customer or such User, as applicable,

represents and warrants that (a) it may disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. Customer (i) acknowledges that Xello may have something similar to the Feedback already under consideration or in development and (ii) assigns to Xello its entire right, title, and interest (including any intellectual property rights) in and to Feedback without any restrictions, attribution, or compensation to you. If any right, title, or interest in the Feedback cannot be assigned under law, Customer or User, as applicable, waives such right, title or interest and consents to any action of Xello, its service providers, successors, and assigns that would violate such right, title, or interest absent such consent. Customer or User, as applicable, agrees to execute any documents necessary to affect the foregoing assignment, waivers, or consents.

(e) **Customer Testimonials.** Xello may display personal testimonials and endorsements of satisfied customers with respect to the Services, including, if Customer agrees, its personnel, and, if Customer agrees, Xello may associate Customer's name and logo with such postings from its personnel.

Security and Confidentiality

All parties will use commercially reasonable efforts to maintain the security and confidentiality of personal information, including Student Personal Information collected in the Services, consistent with applicable law, in order to help protect such personal information from unauthorized access, provided that certain information may be available to Customer and Users or third parties pursuant to the direction of Customer, Educators, or Authorized Administrators and depending on how Users choose to use the Services' features.

We may disclose Student Personal Information that is confidential: (a) at the direction of the Customer or Authorized Administrator; (b) as required or permitted by applicable law; (c) in accordance with valid legal process; or (d) with the written consent of the Customer or Parent (to the extent required or permitted by applicable law). Before disclosing such information in accordance with legal process, we will use commercially reasonable efforts to promptly notify the Customer. We shall not be required to provide notice before such disclosure if (i) we are legally prohibited from giving notice or (ii) the legal process relates to exceptional circumstances involving danger of death or serious physical injury to any person. Users understand that we will rely on one or more subcontractors to provide the Services. We have contracts in place with such subcontractors requiring them to protect Student Personal Information in a way that is at least as protective as we have undertaken to treat such information in these Terms and comply with applicable law.

FERPA

For Customers subject to United States federal law, we acknowledge that data from Student Users may include "personally identifiable information" from "education records" that are subject to Family Educational Rights and Privacy Act ("FERPA") ("FERPA Records"). To the extent that we receive FERPA Records in providing the Services, the parties agree that Xello functions as a "school official" with a "legitimate educational interest" in Customer's Student's Education Records pursuant to FERPA regulation 34 CFR § 99.31(a)(1), or if applicable, is acting under another applicable FERPA exception listed under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. With respect to FERPA Records, Xello will maintain its status as a School Official and acknowledges that a failure to do so may result in a termination of these Terms and any other agreement for the Services. As between the parties, Customer owns and controls all Student Personal Information, including but not limited to FERPA Records, provided in the Services, whether provided by the Customer, another User, or any other third-party. The limitations set forth in this section shall not apply to any information which we receive or that is provided to the Services pursuant to consent of Student User's Parent or consent of a Student User who is at least 18 years of age or the age of majority in such User's jurisdiction of residence. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Services' Accounts
Customer and Authorized Administrators and Users are responsible for maintaining the security and confidentiality of their account credentials and taking reasonable steps to prevent unauthorized access to such account (e.g., logging out when done using the Services or away from your device). Customer and Authorized Administrators are responsible for (a) creating Student accounts and (b) providing all required notices and obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any information, including Student Personal Information, from accounts of other Users. As between Xello and Customer, Customer is responsible for any activities, including any violation of the Terms, that occur under a Customer account, an Authorized Administrator account, and any User accounts created by Customer or Authorized Administrator account. You shall notify Xello of any known or suspected unauthorized use of your account, other User accounts, or any known or suspected breach of security of the Services, including loss, theft, or unauthorized disclosure of your password.

User Content
While using the Services, Customers and Users can upload, submit, store, send, or receive content ("User Content"). User Content does not include Feedback. As between the parties, Customer retains ownership of any intellectual property rights held in User Content. You agree that we can use, host, display, modify and publish such content for the purpose of providing the Services. We do not claim any ownership rights in User Content that is submitted to the Services.

As set forth in the Privacy Policy, upon request or upon termination of the Agreement, we shall, at direction and election of the Customer, destroy Student Personal Information, including FERPA Records, and User Content or return them to the Customer with rights to such information and direct our subcontractors to do the same, provided that we may comply with applicable law regarding the transfer of and/or retention of such records. Such records or User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).
At all times, you and your Customer are responsible for, and agree you have the rights to submit, post and upload the User Content or Feedback you submit to the Services.

We reserve the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content submitted to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to Xello, the Services or its Users, consistent with applicable law, but we do not assume the obligation.

Fees
(a) Fees. Customer will pay all fees specified in the Quote. Except as otherwise specified herein or in a Quote, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period or Term (as such terms are defined in the Quote). Unless otherwise stated in a Quote, Fees are paid in advance of each billing period.
Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under the Quote and/or this Agreement.

Term and Renewal
(a) Term. Unless otherwise set forth on the Quote, this Agreement commences on the date of Quote execution ("Effective Date") and shall continue for the period of time set forth in the Quote (the "Term"), unless terminated earlier by either party pursuant to this Agreement.
(b) Intent to Not Renew Agreement. In the event that Customer wishes to not renew the Agreement before the end of the Subscription Period, Term, or any renewal term of a Subscription Period or Term, an Authorized Administrator for the Customer must provide Xello with written notice of its intent not to renew

at least at least ninety (90) days prior to the conclusion of the current Subscription Period or renewal Subscription Period or Term. Failure to provide such notice will result in Customer being responsible for payment of all fees owed under any subsequent renewal Subscription Period or Term.

Termination

(a) Termination for Convenience. If Customer cancels or terminates the Agreement for its convenience before the end of the Subscription Period, Term or any renewal Subscription Period or Term, Customer remains responsible for payment of all outstanding Fees referenced in the applicable Quote without any refund owed to Customer, unless otherwise mutually agreed to in writing between Customer and Xello.

(b) Termination for Material Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof. In the event the Agreement is terminated by Customer for a material and uncured breach based on the actions of Xello, Customer shall only be responsible for those fees due as of the date of the material and uncured beach of the Agreement.

(c) Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Users will have no rights to continue to use the Services and immediately will cease accessing and/or using Services, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of the Services.

(d) Survival. The following will survive any expiration or termination of these Terms or the Quote: Accounts; Fees; Intellectual Property (except as specified therein); Term and Termination; Security and Confidentiality; Warranties, Disclaimers and Release; and Limitation of Liability.

Third Party Services

Certain third-party products or services may be available for you to choose to use within the Services. You are not required to use such additional products in relation to the Services. If you elect to use such third-party services, you should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect from Users. We are not responsible for any practices of the third-party services you select and make no assurances that their services will meet your needs.

Privacy Policy

Xello's Privacy Policy explains how we treat and protect personal data in the Services. By using the Services, you agree that we can use such data in accordance with our Privacy Policy. If a conflict exists between Xello's Privacy Policy and these Terms, these Terms will govern.

WARRANTIES, DISCLAIMERS, AND RELEASE

WE PROVIDE THE SERVICES USING A COMMERCIALLY REASONABLE LEVEL OF SKILL AND CARE. WE HOPE YOU WILL ENJOY USING THE SERVICES. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. **WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND USERS' USE IS AT THEIR SOLE RISK.** XELLO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. XELLO MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS' REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF

VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SO, ONE OR MORE OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, XELLO LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

LIMITATIONS ON LIABILITY OF XELLO

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XELLO BE LIABLE TO ANY USER FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY USER'S USE OF, OR INABILITY TO USE THE SERVICES, EVEN IF XELLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SERVICES IS AT USERS' OWN DISCRETION AND RISK, AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE THE SERVICES, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF XELLO, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIMS FOR ACTUAL DAMAGES RESULTING FROM XELLO'S BREACH OF THIS AGREEMENT CAUSED BY ITS GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR FRAUD. IF YOU ARE A RESIDENT OF THE UNITED KINGDOM, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE (AS SUCH TERM IS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977); OR FRAUD; OR MISREPRESENTATION AS TO A FUNDAMENTAL MATTER; OR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER UK LAW.

Changes to The Services

We may, at any time, make changes to the Services, including its "look and feel," features, and Content. We may also modify these Terms or any additional terms that apply to the Services, for example, to reflect changes to the law or changes to the Services. We will post modifications to these Terms on this page and in the Services. We will provide notice to the Customer and seek its consent to material changes to the Terms. Such material changes will not apply retroactively and will become effective no sooner than 14 days after they are posted and notification is provided. Depending on the changes, if you do not agree to the modified terms for the Services, we may not be able to continue to provide the Services to you and may have to discontinue your use of the services.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

EXHIBIT E

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:
2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials [illegible]
Date 03/2/24

Exhibit F

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit G

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

Contractor Initials [illegible]
Date 03/21/24

Exhibit H

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property
The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised June 2022

Contractor Initials _____
Date 02/01/24

EXHIBIT I
Data Protection

Revised 2-2023

Data Protection
Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

Data Location
The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

Security Incident Or Data Breach
The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
    a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
    b. promptly implement necessary remedial measures, if necessary; and
    c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
    a. the investigation and resolution of the Data Breach;
    b. notifications to individuals, regulators or others required by State law;
    c. a credit monitoring service required by State (or federal) law;
    d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
    e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

Contractor Initials JK
Date 03/04/24

Certificate of Authority

I, _____**Asif Mohamed**_____, hereby certify that I am a duly appointed representative of

_____**Xello Inc.**_____. I hereby certify that **Jeff Harris Xello Inc. President**, is

authorized to execute contracts on behalf of _____**Xello Inc.**_____ and may bind the

organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: _____July 22, 2024_____

Attest: Asif Mohamed_VP Finance Xello Inc.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that XELLO INC. is a Canada Profit Corporation registered to transact business in New Hampshire on June 25, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 965857

Certificate Number: 0006731186

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of July A.D. 2024.

David M. Scanlan

Secretary of State

CSIO

CERTIFICATE OF INSURANCE

DATE (YY/MM/DD) 24/06/19

BROKER
Hugh Wood Canada Limited
2300-25 King Street West
Toronto ON M5L 2A1

BROKER'S CLIENT ID: ANACA-1

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

COMPANY A Trinity Underwriting Managers Ltd.

COMPANY B

COMPANY C

COMPANY D

INSURED'S FULL NAME AND MAILING ADDRESS
Xello Inc.
1867 Yonge Street #502
Toronto ON M4S 1Y5

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY	A		24/02/28	25/02/28	EACH OCCURRENCE	$ 2,000,000
[ ] CLAIMS MADE OR [X] OCCURRENCE					GENERAL AGGREGATE	$ 3,000,000
[X] PRODUCTS AND / OR COMPLETED OPERATIONS					PRODUCTS - COMP/OP AGG	$ 2,000,000
[X] EMPLOYER'S LIABILITY					PERSONAL INJURY	$ 2,000,000
[X] CROSS LIABILITY					TENANT'S LEGAL LIABILITY	$ 500,000
[X] TENANT'S LEGAL LIABILITY					MED EXP (Any one person)	$ 25,000
[X] NON-OWNED					NON-OWNED AUTO	$ 1,000,000
[X] HIRED					OPTIONAL POLLUTION LIABILITY EXTENSION	$
[ ] POLLUTION LIABILITY EXTENSION					(Per Occurrence)	$
					(Aggregate)	$
AUTOMOBILE LIABILITY					BODILY INJURY PROPERTY DAMAGE COMBINED	$
[ ] DESCRIBED AUTOMOBILES					BODILY INJURY (Per person)	$
[ ] ALL OWNED AUTOS					BODILY INJURY (Per accident)	$
[ ] LEASED AUTOMOBILES					PROPERTY DAMAGE	$
[ ]						
[ ]						
[ ]						
[ ]						
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE						
EXCESS LIABILITY					EACH OCCURRENCE	$
[ ] UMBRELLA FORM					AGGREGATE	$
[ ] OTHER THAN UMBRELLA FORM						
(Specify)						
OTHER LIABILITY (SPECIFY)						

ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
Insurer: Trinity Underwriting Managers Ltd., written through HDI Global Specialty SE
It is hereby understood and agreed that NH Department of Education is added as an *Additional Insured to the Commercial General Liability but, only for the vicarious liability arising from the operations of the Named Insured.

CERTIFICATE HOLDER

NH Department of Education
25 Hall St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME INCLUDING POSITION HELD
Melody Cunningham - Account Manager

FAX NUMBER	EMAIL ADDRESS	COMPANY	DATE
416-229-6800	certificates@hwcanada.com	Hugh Wood Canada Limited	24/06/19

AWATLLC-01

DILLIKUMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME: Kathy Galezniak
PHONE (A/C, No, Ext): (856) 344-9338 FAX (A/C, No):
E-MAIL ADDRESS: kathy.galezniak@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford - Rated Multiple Companies	00914
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Awato LLC
190 Old Wilton Rd
New Ipswich, NH 03071

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		[redacted]	6/7/2024	6/7/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord, NH 03301-3860

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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