

Date of Agreement: 05/20/2019

Client: Napa Valley Unified School District | 2425 Jefferson Street, Napa, California 94558

Effective Date: 07/01/2019

End Date: 06/30/2020

Agreement

This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Research Services"), as well as the right to ask Hanover Research to expedite work of particular urgency.

All Research Services are available to Client on a subscription basis within the confines of one sequential research queue, in that Hanover will perform one (1) Research Services projects at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Client also receives access for 50 users to Hanover Digital which houses the Research Library and DataLab. Hanover asks that Client not share materials from Hanover Digital to those outside of their organization.

This Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: <http://www.hanoverresearch.com/client-services-terms-conditions-education/>. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they relate to the Research Services.

Annual Service Fee: \$43,000*

Invoicing – Net 30

07/01/2019 - \$43,000

****\$3,000 price reduction from standard membership fee. Pricing accommodation is available provided this agreement is signed and returned to Hanover Research no later than Friday, June 14th, 2019.***

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Napa Valley Unified School District

Signatory Name: _____

Signature: _____

Date: _____

Hanover Research Council LLC

Signatory Name: Michael Leshner

Signature: _____

Date: 5/20/2019