

DATA SECURITY AND PRIVACY PLAN

99math OÜ (Estonian Business Registry code 14682374); having offices at Filmi tn 5-17, Tallinn, Estonia; e-mail address hello@99math.com (hereinafter “**Third-party Contractor**”),

and

Homer Central School District (hereinafter “**School District**”),

hereinafter individually or collectively referred to as the **Party** or the **Parties**

enter into the following Data Security and Privacy Plan (hereinafter the “**Plan**”):

1. Master Agreement. This Plan is an addendum to a Master Agreement between Third-party Contractor and School District. The Plan is an integral part to the Master Agreement. The Plan takes effect and is binding to the Parties regardless of whether the Master Agreement is already entered into or shall be entered into at a later date. The Plan does not take effect unless the Third-party Contractor signs the School District’s Parents’ Bill of Rights. If any terms contained in the Master Agreement conflict with the terms of this Plan, the terms of this Plan will apply and be given effect to that extent.
2. Definitions. Terms used in this Plan have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1).
3. Confidentiality Clause. Third-party Contractor acknowledges that the data it receives pursuant to the Master Agreement and which originates from the School District belongs to and is owned by the School District. Such data includes, but is not limited to names, facts or information about individuals, school, school staff and families and is considered Confidential Information. Confidential Information is not information which is publically available or made available to the Third-party Contractor by a third person. Third-party Contractor maintains the confidentiality of the data it receives in accordance with federal and state law (including but not limited to Section 2-d). Third-party Contractor shall ensure that confidentiality of the data is also maintained by its employees, agents and subcontractors who may have access to such data. Third-party Contractor

shall not disclose, publish and/or communicate such Confidential Information without authorization from the School District.

4. Additional Obligations. Third-party Contractor acknowledges that it has the following additional obligations under New York State Education Law Section 2-d with respect to any personally identifiable data received from School District:

a. To comply with and sign School District's Parents' Bill of Rights for Data Privacy and Security as required by New York State Education Law Section 2-d;

b. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education as well as any changes to the policy, law and regulations that may change during the term of the Master Agreement;

c. Not to sell, use or disclose personally identifiable student, teacher or principal data for any marketing or commercial purpose or permit any other party to do so, unless given explicit authorization by School District;

d. Not to use the student, teacher or principal data for any other purposes than those explicitly authorized in this Plan or the Master Agreement;

e. To limit internal access to student, teacher or principal data to employees or subcontractors that have legitimate educational interests, meaning that they need access in order to assist Third-party Contractor in fulfilling its obligations;

f. To provide to any officers or employees of the Third-party Contractor and its assignees who have access to student, teacher or principal data, training on the federal and state law governing confidentiality of such data;

g. To align their practices with the NIST Cybersecurity Framework and use the appropriate technical, administrative and legal safeguards;

h. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the

United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5;

i. Not to disclose any personally identifiable student, teacher or principal data of School District to any other party who is not an officer, director, employee, authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations, unless the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student or of the applicable teacher or principal, or if the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;

j. To impose on any sub-contractor engaged by Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Master Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;

k. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;

l. To allow parents and guardians of students attending School District's schools the right to inspect and review the contents of their child's education record, which may include records stored, transmitted or generated by Third-party Contractor.

5. Notification of Breach and Unauthorized Release. Third-party Contractor agrees to notify the School District of any breach or unauthorized release of personally identifiable information of School District, its employees, students, teachers, principals or administrators without unreasonable delay and in no event more than seven (7) calendar days after discovering or being informed of the breach. Third-party Contractor will provide such notification to the District by

contacting Joshua Finn, School District’s Director of Technology, directly by email at jfinn@homercentral.org

6. Termination. In the event Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Master Agreement, the School District, at its sole discretion, may immediately terminate the Agreement. Upon the expiration or termination of the Agreement and if requested by the School District the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received or generated by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format. The Parties agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

7. Revisions. Further revisions to this Plan or the Master Agreement may be necessary to ensure compliance if School District policies are adopted or revised or if New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education are amended. Third-party Contractor and the School District agree to take the necessary additional steps to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

IN WITNESS WHEREOF,
the Parties have executed this Addendum on 11/3/2021 (date, MM/DD/YYYY)

By **Homer Central School District**
Name: Joshuah F. Finn
Title: Data Privacy Officer

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CTO

Joshuah Finn



Supplemental Information for Agreement Between 99math OÜ (hereinafter “Third-party Contractor”) and Homer Central School District (hereinafter: “School District”).

The following is the supplemental information for the Parents Bill of Rights for Data Privacy and Security as provided by New York Education Law Section 2-d(1).

1. *Exclusive Purposes for Data Use.* Student/teacher/parent data is used only to provide students, teachers and parents the possibility to access and use the 99math platform (i.e. to create a personal user account). The purpose of the 99math platform is to provide an interactive web-based math game. Data is also collected when it is necessary to protect the technical resilience of 99math.com and the safety and security of its users.
2. *Data Correction Practices.* A parent, eligible student, teacher or principal may challenge the accuracy of the data by contacting hello@99math.com.
3. *Security Practices for Contracting Subcontractors.* Third-party Contractor will ensure that the subcontractors who have access to student, teacher or principal data will abide by data protection and security requirements, including those mandated by New York State and federal laws and regulations. All subcontractors will have access to data only when it is necessary for the support of the internal operations of 99math platform and only to the extent thereof. Third-party Contractor makes sure that subcontractors who may have access to any data have a Privacy Policy that is in accordance with the applicable laws and regulations and that their data protection and security practices are not inferior to those which are obligatory to Third-party Contractor.
4. *Security Practices for Storing Data.* Third-party Contractor encrypts and stores data in password-protected servers. Third-party Contractor has an internal data security policy and training for employees and agents on applicable data protection laws and regulations. Third-party Contractor uses contemporary measures for digital security and follows industry standards and periodically reviews their practices against software industry standards. Employees and agents of Third-party Contractor are contractually obligated to keep confidentiality and protect data if they have access to it. Access to data is only possible for appropriate employees to whom access is necessary and only to the extent thereof. Third-party Contractor's database servers use different servers from application servers and are accessible only to specific IP addresses. All databases are also password protected and transferred data is protected by encryption with the Secure Socket Layer (SSL) protocol.
5. *Contract Lifecycle Practices.* The Agreement with the Third-Party Contractor will be in effect until either Party has cancelled or terminated the Agreement. Upon the expiration of the Agreement, all student, teacher or principal data remaining in Third-party Contractor's possession will be deleted at the request of the School District. Third-party Contractor will store student data only to the extent where an eligible student who wishes to continue using 99math platform after the Agreement between Third-party Contractor and the School District has ended, may do so. Third-party Contractor will delete student data when the student (or their teacher or parent) requests the account to be closed and the data to be deleted. Third-party Contractor will keep storing some specific elements of data in special cases, where Third-party Contractor has a legal obligation to do so (for example an obligation to preserve accounting documents for seven years)

or until it can be used to defend Third-party Contractor’s legitimate interests (for example to use in case of a legal dispute between Third-party Contractor and the user of 99math’s platform). All physical data will be destroyed (copies shredded), all electronic media will be cleared and purged in a way that makes it impossible to retrieve the data. If Third-party Contractor is allowed or must keep storing data after the expiration of the Agreement, then the security measures to protect such data cannot be any less lenient than those that are applicable to data processed during the Agreement.

Signed on 11/3/2021 (date, MM/DD/YYYY)

By **99math OÜ**
Ain Arend
CTO



EXHIBIT A - Education Law §2-d Parents' Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

<https://www.homercentral.org/domain/34>

Signed on 11/3/2021 (*date, MM/DD/YYYY*)

By **99math OÜ**
Ain Arend
CTO


