DATA SECURITY AND PRIVACY PLAN

WHEREAS, the **Liverpool Central School District** (hereinafter "School District") and **EDpuzzle, Inc.**, a Delaware corporation (hereinafter "Contractor") entered into an agreement of even date herewith that comprises Contractor's Terms of Service and Privacy Policy (both available at https://edpuzzle.com/terms and https://edpuzzle.com/privacy, respectively, and collectively hereinafter "Agreement") for the use of Edpuzzle's instructional software (hereinafter "Services"). To the extent that any term(s) of this Data Security and Privacy Plan conflicts with any present or future terms of the Agreement or of any document attached to and made part of the Agreement, this Data Security and Privacy Plan's term shall control and be given effect.

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the Data Security and Privacy Plan and Supplemental Information attached hereto in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

See attached Contractor's "Data Security and Privacy Plan and Supplemental Information".

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

See attached Contractor's "Data Security and Privacy Plan and Supplemental Information".

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the Agreement, Contractor's Data Security and Privacy Plan and Supplemental

Information attached hereto.

c. At the end of the term of the Agreement, Contractor will destroy, transition or return all student data and all teacher and principal data in accordance with the Agreement, this Data Security and Privacy Plan, and Contractor's "Data Security and Privacy Plan and Supplemental Information" attached hereto.

d. Student data and teacher and principal data will be stored in accordance with the Contractor's "Data Security and Privacy Plan and Supplemental Information" attached hereto.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

See attached Contractor's "Data Security and Privacy Plan and Supplemental Information".

5. Subcontractors (check one):

☐ Contractor shall not utilize subcontractors.

X Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

See attached Contractor's "Data Security and Privacy Plan and Supplemental Information".

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

See attached Contractor's "Data Security and Privacy Plan and Supplemental Information".

7. Termination of Agreement: See attached Contractor's "Data Security and Privacy Plan and Supplemental Information" for further information on the terms ruling termination and expiration of the Agreement.

    a. Upon termination of the Agreement and written request by the School District, Contractor shall delete or destroy all student data or teacher or principal data obtained in connection to the Services provided, other than De-Identified Data (data that has had all direct and indirect identifiers removed) and data backups that are part of Vendor's disaster recovery storage system, which may be retained for an additional period of six (6) months after termination of services, provided that such backups remain inaccessible to the public and are unable to be used by Contractor in the normal course of its business;

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of the date of the last signature affixed hereto.

CONTRACTOR: EDpuzzle, Inc.

By: *Jaume Bohigas*
Name: Jaume Bohigas
Title: Director of Security and Infrastructure

Feb 9, 2024

Parents Bill of Rights
Liverpool Central School District

The Liverpool School District is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, parents and eligible students can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.

3. State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of a student's PII, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

4. A complete list of all student data elements collected by NYSED is available for public review and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, by email to privacy@nysed.gov, or by telephone at 518-474-0937.

6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

7. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.

8. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

APPENDIX

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Liverpool School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

1. The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;

2. How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);

3. The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);

4. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;

5. Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and

6. Address how the data will be protected using encryption while in motion and at rest.

Daniel Farsaci
_____
Liverpool Administrator Signature

Jaume Bohigas
_____
Representative Signature

Daniel Farsaci
_____
Liverpool Administrator Printed Name

Jaume Bohigas
_____
Representative Printed Name

Feb 9, 2024
_____
Date

Feb 9, 2024
_____
Date

**DATA PRIVACY AND SECURITY PLAN FOR EDPUZZLE
AND SUPPLEMENTAL INFORMATION**

The technical and organizational measures provided in this Data Privacy and Security Plan and Supplemental Information (hereinafter, "DPSP") apply to **EDpuzzle, Inc.**, a Delaware corporation (hereinafter, "Edpuzzle"), in the processing of Personally Identifiable Information ("PII") that is the subject matter of the Agreement entered into with **Liverpool Central School District** ("District") on even date herewith (the "Agreement"), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

For all aspects not envisaged in the Agreement or this DPSP, Edpuzzle's Terms of Service (http://edpuzzle.com/terms) and Privacy Policy http://edpuzzle.com/privacy) shall apply (jointly the "Service Agreement"), provided such Service Agreement does not contravene the Agreement or this DPSP by any means, in which case the provisions foreseen in the Agreement and this DPSP shall prevail.

1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

(a)   New York State Education Law §2-D.
(b)   Family Educational Rights and Privacy Act of 1974 ("FERPA").
(c)   Children's Online Privacy Protection Act ("COPPA").
(d)   Children's Internet Protection Act ("CIPA").
(e)   Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

2. DATA PROTECTION

2.1. Student and Teacher Data will be used by Edpuzzle for providing and improving the Service and for the following limited purposes:

a)   to create the necessary accounts to use the Service;
b)   to provide teachers with analytics on student progress;
c)   to help teachers connect with other teachers from the same school or district;
d)   to send email updates to teachers , if applicable;
e)   to send in-app and push notifications to users, if applicable;
f)   to assess the quality of the Service and improve it;
g)   to secure and safeguard personal information of other data subjects;
h)   to access premium features, if applicable;
i)   to comply with all applicable laws and regulations on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses. Nevertheless, teachers

utilizing the Edpuzzle service may provide express consent to receive marketing or commercial communications from Edpuzzle.

2.2. Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized person") shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

2.3. During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

2.4. Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose, if and to the extent compatible with the functionality of the service, to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

2.5. Parents, legal guardians, or eligible students may review PII in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

3. DATA SECURITY

3.1. Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

- Pseudonymization and encryption of PII: TLS v1.2 and v1.3 for all data in transit between clients and server and AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest.
- Password protection.
- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- Restore the availability and access to personal data in a timely manner in the event of a technical incident.
- Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

3.2. In the event that PII is no longer needed for the specific purpose for which it was provided, it shall be destroyed as per best practices for data destruction using commercially reasonable care, security procedures and practices.

3.3. Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall promptly notify District of such incident in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

3.4. Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Pral. 1-A, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's Privacy Policy.

4. COOPERATION AND INDIVIDUALS' RIGHTS

4.1. To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

(1)   any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and
(2)   any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

4.2. In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact the District directly.

4.3. Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

5. THIRD-PARTY SERVICE PROVIDERS

5.1. To the extent permitted by law, and as reasonably necessary to provide the Edpuzzle Service to the District, Edpuzzle may provide access to, export, transfer, or otherwise disclose student and/or teacher data to Edpuzzle's assignees, agents and subcontractors; provided that prior to any such disclosure, the assignee, agent or subcontractor receiving data has agreed in writing to comply with data protection obligations consistent with those applicable to Edpuzzle under applicable laws and regulations.

5.2. Edpuzzle shall assess the privacy and security policies and practices of third-party service providers to ensure such third-party service providers comply with best industry standards, including, but not limited to, ISO and NIST regulations.

5.3. Edpuzzle only sends PII to third-party service providers that are required to support the service and fully attend Edpuzzle's user needs.

5.4. Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's Privacy Policy.

5.5. In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

6. DATA STORAGE

6.1. The data is stored in externalized databases that are currently being provided by MongoDB Atlas, and simultaneously hosted on Amazon Web Services in Northern Virginia (United States).

6.2. User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA

7.1. The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity. Deletion of student accounts must be requested by the District's authorized representative by sending a written request at support@edpuzzle.com or privacy@edpuzzle.com.

7.2. The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of PII in a manner consistent with the terms of this DPSP, unless prohibited from deletion or required to be retained under state or federal law.

7.3. Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system for an additional term of six (6) months after termination of services, provided such data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Edpuzzle.

2024 Liverpool Edpuzzle (final 02.07.2024).docx

Final Audit Report

2024-02-09

Created:	2024-02-07
By:	Miguel Martinez (mmartinez@edpuzzle.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWbVeecL2GdPz9ndlRuP1vsTFK9l8azkK

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