

## SOFTWARE VENDOR AGREEMENT

This Agreement, made and entered into on the date of the last signature affixed hereto (Effective Date), by and between EDpuzzle, Inc., having offices at 833 Market Street (Suite 427), San Francisco, 94103, California (“Vendor”), and the Cazenovia Central School District, having an office at 31 Emory Avenue, Cazenovia, New York 13035 (“School District”) (collectively “Parties”).

This Agreement supplements the Master Services Agreement (Vendor’s "Terms of Service" and "Privacy Policy", both accessible at [www.edpuzzle.com/terms](http://www.edpuzzle.com/terms) and [www.edpuzzle.com/policy](http://www.edpuzzle.com/policy), respectively, and jointly referred to as “the underlying agreement”). To the extent that any of the terms in this Agreement or its Addendums conflict with the terms provided in the underlying agreement, the terms in this Agreement will apply and be given effect.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. Changes to the Underlying Agreement.** Vendor shall provide notice to the School District before making material changes to the underlying agreement. Such notice shall be made by electronic mail to the District's representative, provided such representative has created an account on Vendor's service and has verified their email address accordingly.

**2. License.** Vendor hereby grants to School District, including to all School District’s authorized users, a non-exclusive, non-sublicensable, non-assignable and royalty-free license to access and use the service (the “Services”) solely for School District’s operations in accordance with the terms of this Agreement.

**3. Data Accessed by Vendor.** Vendor shall identify categories of all data accessed by Vendor or its subcontractors as part of this Agreement as set forth in Addendum B.

**4. Term of Services.** This Agreement begins on the Effective Date and will continue unless terminated pursuant to Section 4 below (the “Term”).

**4. Termination.** This Agreement may be terminated as follows:

- (a) By the School District upon thirty (30) days prior written notice to Vendor;
- (b) By the School District immediately in the event of breach by the Vendor;  
and
- (c) By either Party upon written mutual agreement.
- (d) Upon termination of the underlying agreement.

**5. Payment.** Payment shall be made in accordance with Addendum C attached hereto.

**6. Protection of Confidential Data.** Vendor shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR § 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR § 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the foregoing:

- (a) Vendor will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (b) Vendor will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR § 121.
- (c) Vendor will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- (d) Vendor will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement or the underlying agreement.
- (e) Vendor will not disclose any personally identifiable information to any other party not authorized in this Agreement or the underlying agreement without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) Vendor will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) Vendor will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so. Notwithstanding the foregoing, teachers using the service may receive commercial communications if express consent is given to that end.
- (i) In the event Vendor engages a subcontractor to perform its contractual obligations, such subcontractor shall abide in writing by data protection obligations consistent with those imposed on the Vendor.

**7. Data Breach.** In the event that Confidential Data is accessed or obtained by an unauthorized individual, Vendor shall provide notification to the School District without

unreasonable delay and not more than **seven (7) calendar days** after the discovery of such breach. Vendor shall follow the following process:

- (a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the Vendors investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Vendor shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Vendor, and/or a subcontractor or affiliate of Vendor, Vendor shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) Vendor shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- (e) Vendor further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and Federal and State laws for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof. Upon request, Vendor shall provide a copy of said written incident response plan to the School District.

**8. Indemnification.** Vendor shall at all times (both during and after the Term of this Agreement), indemnify, and hold harmless the School District, its agents, employees, and students (collectively for purposes of this Section, “the School District”), from and against any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from (a) Vendor’s failure to comply with the terms of this Agreement; and/or (b) the negligent operations, acts or omissions of the Vendor.

**9. Compliance with Laws.** Vendor, its employees and representatives shall at all times comply with all applicable Federal, State and local laws, rules and regulations.

**10. Independent Relationship.** It is expressly intended by the Parties hereto, and Vendor hereby specifically warrants, represents and agrees, that Vendor and the School District are independent entities. The Parties intend that this Agreement is strictly between two

independent entities and does not create an employer/employee relationship for any purpose. Vendor shall perform the duties contemplated by this Agreement as an independent entity, to whom no benefits shall accrue except for those benefits expressly set forth in this Agreement.

**11. Limitation on Liability.** Notwithstanding anything contained in the underlying agreement, IN NO EVENT WILL VENDOR OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO THE SCHOOL DISTRICT IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY THE SCHOOL DISTRICT) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES THE SCHOOL DISTRICT HAS ACTUALLY PAID TO VENDOR FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR FIVE THOUSAND DOLLARS (\$5,000).

**12. Assignment.** This Agreement is binding upon the Parties and their respective successors and assigns, but Vendor's obligations under this Agreement are not assignable without the prior written consent of the School District. Any assignment without the School District's consent shall be null and void.

**13. Governing Law.** This Agreement and any Services provided hereunder shall be governed by the laws of the State of New York both as to interpretation and performance, without regard to its choice of law requirements.

**14. Waiver.** No delay or omission of the School District to exercise any right hereunder shall be construed as a waiver of any such right and the School District reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**15. Addendums.** The following Addenda are attached hereto and incorporated herein:

- Addendum A: Description of Specifications and Services
- Addendum B: Schedule of Data
- Addendum C: Payment Schedule
- Addendum D: School District's Parents' Bill of Rights
- Addendum E: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum F: Vendor's Data Security and Privacy Plan

**16. Severability.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

**17. Entire Agreement.** The underlying agreement, this Agreement and its Addendums constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement intending to be legally bound.

**EDpuzzle, Inc.**

*Julia Trius*

By: \_\_\_\_\_

Name: Julia Trius

Title: Head of Legal

Date: 03 / 09 / 2021

**Cazenovia Central School District**

*Chris Hennigan*

By: \_\_\_\_\_

Name: Chris Hennigan

Title: Technology Coordinator

Date: 3/3/2021

## Addendum A

### DESCRIPTION OF SPECIFICATIONS AND SERVICES

#### *Description of Services*

Edpuzzle is a simple, easy-to-use video platform that helps teachers engage their students. In the classroom, teachers use Edpuzzle to impart video-lessons their students watch through the Edpuzzle Apps (iOS and Android), the Edpuzzle website ([www.edpuzzle.com](http://www.edpuzzle.com)) or the Learning Management System with which Edpuzzle has been integrated (Canvas, Moodle, Schoology, etc.). Beyond the classroom, teachers use Edpuzzle to engage students at home and complete the video-learning experience anywhere. Teachers can instantly collect students' viewing history and responses to embedded questions.

Edpuzzle teachers can either upload their own videos, use the ones posted on YouTube or re-use an already existing video-lesson created by another teacher. Then, teachers may edit the video to create their lessons. They may record their voice to personalize it and hold their students accountable by embedding questions in the video. Finally, teachers will assign the video to their students and follow their progress in real time while they all learn at their own pace.

#### *Product Specifications*

(1) Edpuzzle does not allow for users to transfer information or content from one account to another, especially because content generated by students is fully dependent on teacher assignments, meaning they are an indispensable part of student grading. Consequently, students are not granted control over their responses and assignments.

(2) Regarding retrievable data, teachers will have the ability to download names, responses, results and grades obtained by students in their assignments (i.e., Student Gradebooks) at any point prior to deletion of accounts. It is not possible to retrieve data that is (i) not compatible with the Edpuzzle service (such as “downloading” Edpuzzle videos – be it YouTube embeds or Edpuzzle originals, among others), (ii) technically impossible; or (iii) involve a disproportionate effort for the Edpuzzle company.

(3) Provision of the Edpuzzle service shall expire either (a) at the user’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. Students cannot delete their own account, as any decision regarding their personal information and/or education records is left to the responsible teacher and, by extension, to the school. Therefore, deletion of student accounts can only be accomplished by having an authorized representative of the educational institution send a written request at [support@edpuzzle.com](mailto:support@edpuzzle.com) or [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

(4) Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the company; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or backups. In case such copies and/or backups are used by Edpuzzle to repopulate accessible data following a disaster recovery, educational institutions are entitled to demand from the Edpuzzle company the immediate deletion of said copies and/or backups, by sending a written request at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

(5) Should a security breach ever take place, Edpuzzle will not only notify as foreseen in separate agreements celebrated with the Districts, but it may also make a general announcement to its community of users if such measure is deemed necessary and appropriate for ensuring prompt notification to all affected parties.

(6) As a cloud-based instructional software, Edpuzzle relies on other service providers for successfully providing the Edpuzzle service (e.g., externalized servers and databases). An updated list of Edpuzzle's subprocessors shall be permanently available for review at [www.edpuzzle.com/privacy](http://www.edpuzzle.com/privacy)

### *Technical Specifications*

The Edpuzzle website is fully compatible with the great majority of operating systems (including, but not limited to, Windows, macOS, Android, iOS and Chrome OS) and web browsers (including, but not limited to, Google Chrome, Firefox, Safari, IE 11 and Edge). For the best experience, we strongly recommend using the latest versions of OS and web browsers, as well as our student apps for Android/iOS phones.

Also, please consult our spec sheet for required whitelisting on our Help Center (see here).

## Addendum B

### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses, Use of cookies etc.	X
	Other application technology meta data (specify):	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data (specify): <i>Student Personality Assessments</i>	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information (specify):	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information (specify):	Subject (e.g. mathematics)
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	

Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information(specify): <i>First Generation College Student</i>	
Student Contact Information	Address	
	Email	X*
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In-App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content, writing, pictures etc.	X
	Other student work data (Please specify):	
Transcript	Student course grades	
	Student course data	X
	Student course grades/performance scores	X



	<b>Other transcript data (Please specify):</b>	
<b>Transportation</b>	<b>Student bus assignment</b>	
	<b>Student pick up and/or drop off location</b>	
	<b>Student bus card ID number</b>	
	<b>Other transportation data (Please specify):</b>	
<b>Other</b>	<b>Please list each additional data element used, stored or collected by your application</b>	

**\*Student email addresses are solely collected if access to the Edpuzzle service is made over Google Sign In. Further, Edpuzzle does not submit surveys or questionnaires to students - it will only collect such information if surveys or questionnaires are submitted by their responsible teachers through the corresponding assignments.**

**For data obtained from LTI integrations please consult Edpuzzle's Privacy Policy at [www.edpuzzle.com/privacy](http://www.edpuzzle.com/privacy) under the "Information Collected Automatically" section.**

**Addendum C**

**PAYMENT SCHEDULE**

**Not applicable, since this Agreement governs the use of the free version of the Edpuzzle Service.**

## **Addendum D**

### **SCHOOL DISTRICT'S PARENTS' BILL OF RIGHTS**

# **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Cazenovia Central School District is committed to preserving the security and integrity of student data. As outlined in the Common Core Implementation Reform Act of 2014, the Cazenovia Central School District publishes the following "Parents' Bill of Rights for Data Privacy and Security" here on our website:

- Cazenovia Central School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record;
- State and federal laws protect the confidentiality of personally identifiable information, 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;
- A complete list of all student data elements collected by the State will be available for public review both online and via regular mail from the State Education Department. The website and mailing addresses will be listed here when they are made available; and
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be submitted to Mr. Matt Reilly, Superintendent of Schools, mreilly@caz.cnyric.org or by calling (315) 655-1317.

## Addendum E

### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by EDpuzzle, Inc. (the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Cazenovia Central School District (the “School District”) (Vendor’s Terms of Use and Privacy Policy, hereinafter the “Contract”).
  
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
  
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract or Vendor's Data Privacy and Security Plan. On or before the date the Contract expires, and upon written request by the School District, Confidential Data that is severable from Vendor's service will be exported to the School District in a standard data export format. Vendor shall thereafter, if so directed by the School District, destroy any other Confidential Data, except for backups of data that are part of Vendor’s disaster recovery storage system, which may be kept for an additional term of thirteen (13) months after Contract expiration.
  
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Vendor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Vendor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
  
5. **SECURITY PRACTICES:** Confidential Data provided to Vendor by the School District will be stored in externalized databases that are currently being provided by MongoDB Atlas (security compliance information), and simultaneously hosted on Amazon Web Services (security and compliance information) in North Virginia (United States).

Notwithstanding the foregoing, user-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Vendor 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. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

## **Addendum F**

### **VENDOR'S DATA SECURITY AND PRIVACY PLAN**



EDpuzzle, Inc.  
833 Market St. (Suite 427)  
San Francisco, CA 94103  
privacy@edpuzzle.com

#### **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. (hereinafter, “Edpuzzle”) in the processing of Personally Identifiable Information (“PII”) that is the subject matter of the Agreement entered into with Cazenovia Central School District (“District”) (the “Agreement”), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

#### **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 improving the Services 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 send teachers email updates, if applicable;
- d) to help teachers connect with other teachers from the same school or district;
- e) to assess the quality of the Service;
- f) to secure and safeguard personal information of other data subjects;
- g) to comply with all applicable laws 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 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 personally identifiable information 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:

- Pseudonymisation and encryption of PII (TLS v1.2 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:

- (a) promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and
- (b) Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Ppal. 2-B, 08021 Barcelona, Spain or at [privacy@edpuzzle.com](mailto: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](mailto: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 personal identifiable information to third-party services 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 ([security compliance information](#)), and simultaneously hosted on Amazon Web Services ([security and compliance information](#)) in North 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](mailto:support@edpuzzle.com) or [privacy@edpuzzle.com](mailto: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 personally identifiable information in a manner consistent with the terms of this DSPS, 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 thirteen (13) 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.

## 8. EDPuzzle's TERMS OF SERVICE AND PRIVACY POLICY

For all aspects not envisaged in this Data Security and Privacy Plan, Edpuzzle shall subject student data processing to its own [Terms of Service](#) and [Privacy Policy](#), to the extent such documents do not contravene the Agreement by any means, in which case the provisions foreseen in the Agreement shall prevail.



<b>TITLE</b>	Cazenovia_CSD-NY-DPA
<b>FILE NAME</b>	Edpuzzle Software...-12-2021.docx.pdf
<b>DOCUMENT ID</b>	bb7a2d4404a7c8fa6b23597f7652691674b5f25d
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

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## Document history



SENT

**03 / 04 / 2021**

10:29:58 UTC

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