

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Apptegy, Inc (the "CONTRACTOR") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the GREAT SOUTHERN TIER BOCES ("GST BOCES") the CONTRACTOR to the contrary, CONTRACTOR agrees as follows:

CONTRACTOR will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as CONTRACTOR uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. CONTRACTOR shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. CONTRACTOR shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, CONTRACTOR shall have in place sufficient internal controls to ensure that the GST BOCES' and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act, Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the GST BOCES and/or a Participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the GST BOCES and/or its Participants as that term is defined in §99.3 of FERPA,

-AND-

Personally identifiable information from the records of the GST BOCES and/or its Participants relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c.

CONTRACTOR and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, CONTRACTOR agrees to comply with the GST BOCES policy(ies) on data security and privacy. CONTRACTOR shall promptly reimburse GST BOCES and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by CONTRACTOR, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, CONTRACTOR shall return all of GST BOCES and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

CONTRACTOR shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of a Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to CONTRACTOR's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all State, Federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the CONTRACTOR's policy on data security and privacy.
3. An outline of the measures taken by CONTRACTOR to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how CONTRACTOR will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how CONTRACTOR will ensure that any subcontractors, persons or entities with which CONTRACTOR will share Protected Data, if any, will abide by the requirements of CONTRACTOR's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

DATA PRIVACY AND SECURITY PLAN

1. Attached hereto as Exhibit "A" is a copy of the Parent's Bill of Rights Regarding Data Privacy and Security.
2. Attached hereto as Exhibit "B" is the Consultant's Data Privacy and Security Plan.
3. Attached hereto as Exhibit "C" is Consultant's Addendum to Terms and Conditions of Service for New York Educational Agencies Pursuant to NYS Education Law Section 2-D ("Addendum").

EXHIBIT “A”
Parents’ Bill of Rights Regarding Data Privacy and Security

Pursuant to New York State Education Law 2-d, Parents, Legal Guardians and persons in parental relation to a student are entitled to certain rights with regard to their child’s personally identifiable information, as defined by Education Law 2-d. This document contains a plain English summary of such rights.

1. A student’s personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child’s educational records maintained by the Great Southern Tier BOCES.
3. State and Federal Laws protect the confidentiality of personally identifiable student information.
4. 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.
5. A complete list of all student data elements collected by New York State is available for review at the following website:
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> The list may also be made available by writing to: Office of Information & Reporting Services New York State Education Department Room 863 EBA, 89 Washington Avenue Albany, NY 12234.
6. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Great Southern Tier BOCES, 459 Philo Road., Elmira, NY 14903 OR Chief Privacy Officer New York State Education Department 89 Washington Avenue Albany, NY 12234 Email: CPO@mail.nysed.gov 204412.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of GST BOCES Personal Data occurs.
8. CONTRACTOR employees, agents, or officers that handle GST BOCES Personal Data will receive training on applicable state and federal law, policies, and safeguards associated with industry standards and best practices that protect Personal Data.
9. CONTRACTOR’s Data Privacy and Security Plan and Addendum address statutory and regulatory data privacy and security requirements.
10. Provide a signed copy of this Bill of Rights to the Great Southern Tier BOCES thereby acknowledging that they aware of and agree to abide by this Bill of Rights.
11. This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

Third-Party Acknowledgement

As a third-party contractor, I acknowledge that our contract with the Great Southern Tier BOCES may necessitate the receipt of student data, and as such, requires adherence with NY State Education Law §2-d and the GST BOCES' Parents' Bill of Rights for Data Privacy and Security. In this regard, we acknowledge our responsibility to adhere to the document as applicable to the services we provide and have instituted processes to abide by same.

Name:  Position: CFO Company: Apptegy, Inc.

Date: 4.30.25

Data Security and Privacy Plan

As per the Agreement between the undersigned and the School District, this plan must be completed by the Service Provider within 10 days of execution of the Agreement.

1. Exclusive Purposes for Data Use

- a. Please list the exclusive purposes for which the student data [or teacher or principal data] will be used by the service provider include.

Student Data and Teacher or Principal Data will be only be used for the purposes explicitly authorized in Agreement between Apptegy and the School District– specifically, providing our products and services to the School District and facilitating the School District’s use of our products and services. For more information, please see the Apptegy Privacy Policy (available at www.apptegy.com/privacy-policy), which further sets out Apptegy’s data security and privacy practices and how Apptegy will perform its obligations under the Agreement.

Initial ____JE_____

2. Data Accuracy/Correction Practices

- a. Parent [student, eligible student, teacher or principal] may challenge the accuracy of the data by...

Any individual who has verifiable authority to act on behalf of the School District (e.g., principals or teachers) may contact Apptegy as set out in its Privacy Policy for any question related to the accuracy of Student Data and Teacher or Principal Data. Apptegy will verify the identity and authority of any such individuals before processing / addressing the request. Apptegy may require such requests be in writing, and reserve the right to decline or limit requests in certain circumstances – for example, when unable to verify an individual’s identity or authority. Any parent or student, or any other individual acting on behalf of any other party other than the School District, must direct all requests for access or any other question related to Student Data and Teacher or Principal Data to the School District directly, in accordance with Section 121.12(c) of the NYS Education Law and our Privacy Policy. If and to the extent Apptegy receives any such request, it will direct them to the School District directly in accordance with Section 121.12(c) of the NYS Education Law and the Apptegy Privacy Policy.

Initial ____JE_____

3. Subcontractor Oversight Details

- a. This contract has subcontractors: Yes ☒X_____ No _____
- b. Describe how the contractor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations:

Apptegy may use subcontractors in connection with the Agreement. When Apptegy engages a subcontractor, the data protection obligations imposed on Apptegy by state and federal law, and contract, will apply to the subcontractor. Please see the Apptegy Privacy Policy for more information on how Apptegy will ensure that subcontractors abide by all applicable data protection and security requirements.

Initial ____JE____

4. Security Practices

- a. Where is the data stored? (described in such a manner as to protect data security)
____Amazon Web Services____
- b. The security protection practices taken to ensure data will be protected include:

Apptegy utilizes Amazon Web Services (AWS) to host and facilitate its products and services, including data storage. AWS provides these services to millions of active customers, specifically including educational institutions (including Harvard University, Notre Dame, the University of Texas, and the University of California System, among others), and features, among other things, a “security assurance program that uses best practices for global privacy and data protection to help [AWS's clients] operate securely within AWS.” Apptegy’s use of AWS provides “strong encryption for [its] content in transit and at rest.” Learn more about AWS’s data privacy policies and practices here: <https://aws.amazon.com/compliance/data-privacy-faq/>.

5. Contract Lifecycle Practices

- a. The agreement expires 8/26/2025 unless renewed for additional terms per the Agreement____
- b. When the agreement expires,
 - i. How long is the student data [or teacher or principal data] retained Regarding all Student Data and Teacher or Principal Data, when the Agreement terminates or expires Apptegy will either return to the district; delete and/or destroy; or transition all such data to a successor contractor. _____
 - ii. How is the student data disposed? _Please see above_____

6. Encryption Practices

- a. Data encryption is applied in accordance with Education Law 2-d 5(f)(5)
Yes__X____ No_____ Initial ____JE____

7. Training Practices

- a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or assignees who have access to student [or teacher or principal data]
Yes____X____ No_____ Initial ____JE____

____Apptegy, Inc.____
Company Name

____Tim Strudwick, CFO____
Print Name and Title

Signature of Provider
Date 4.30.25



**ADDENDUM TO TERMS AND CONDITIONS OF SERVICE
FOR NEW YORK EDUCATIONAL AGENCIES
PURSUANT TO NYS EDUCATION LAW SECTION 2-D**

Exhibit C

The following is an addendum (the “**Addendum**”) to the Master Services Agreement (the “**Services Agreement**”) of Apptegy, Inc. (together with its affiliates, agents, and assigns, “**Apptegy**” or “**we**”). This Addendum applies only to “**Educational Agencies**,” within the meaning of and as defined in Part 121 of Section 2-d of the New York State Education Law (the “**NYS Education Law**”). The effective date of this Addendum is the same as the Services Agreement.

This Addendum supplements and is in addition to your Services Agreement with Apptegy, including, but not limited to, the Apptegy Terms of Use (the “**Terms**”), available at the following link: <https://www.apptegy.com/terms-and-conditions/>. For the purposes of this Addendum, the Services Agreement and the Terms are collectively called the “**Contract**.” Notwithstanding the foregoing, in the event of a conflict or ambiguity with the terms and conditions of this Addendum and the terms and conditions of the Contract or any other agreement with Apptegy, the terms and conditions of this Addendum will control.

A capitalized term that is used but not specifically defined in this Addendum will have the meaning given to that term in Section 121.1 of the NYS Education Law.

1. NYS Education Law Generally. We will perform our obligations under the Contract in compliance with the NYS Education Law, as further set out in this Addendum.
2. Apptegy Privacy Policy. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Our Privacy Policy is available at the following link: www.apptegy.com/privacy-policy. Our Privacy Policy is hereby incorporated in its entirety in this Addendum.
3. NYS Education Law §121.2(c). We will keep confidential all Student Data and Teacher or Principal Data, and will maintain Student Data and Teacher or Principal Data in accordance with federal and state law, and your data security and privacy policy.
4. NYS Education Law §121.6. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Without limiting the generality of the foregoing:
 - (a) Our Privacy Policy outlines how we implement state, federal, and local data security and privacy contract requirements over the life of the Contract, consistent with your data security and privacy policy;
 - (b) Our Privacy Policy outlines the administrative, operational and technical safeguards and practices we have in place to protect Personally Identifiable Information that Apptegy will receive under the Contract;
 - (c) Please see Section 5 of this Addendum for more information about how we comply with Section 121.3(c) of the NYS Education Law;
 - (d) All Apptegy officers, employees, and assignees who have access to Student Data and Teacher or Principal Data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access, and how they can comply with such laws. Specifically, each Apptegy officer, employee, and assignee who has access to Student Data and Teacher or Principal Data receives such training (i) as part of such individual’s initial orientation training, and (ii) annually in accordance with our ordinary practices, and (iii) periodically on an as-needed basis (for example: when changes to applicable law mandate an update to or revision of our practices). Such training may be delivered in person and/or using online training tools;
 - (e) Apptegy may utilize sub-contractors in connection with the Contract. In nearly every instance, we are using sub-contractors only to provide certain technical features of our products and services in the form of

third party software vendors. In limited instances, we may use sub-contractors for limited labor tasks. Our Privacy Policy outlines how we will manage those relationships and contracts to ensure Personally Identifiable Information is protected;

- (f) Our Privacy Policy sets out how we will manage data security and privacy incidents that implicate Personally Identifiable Information, including our practices for identifying breaches and unauthorized disclosures, and for notifying you. Without limiting the generality of the foregoing, we will notify you of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach; and
- (g) When the Contract terminates or expires, Apptegy will promptly upon receiving a written request and instruction from you, either (i) return all Student Data and Teacher or Principal Data to you; (ii) delete and/or destroy all Student Data and Teacher or Principal Data; or (iii) transition all Student Data and Teacher or Principal Data to a successor contractor.

For more information regarding the topics above and other data security and privacy practices addressed herein, please see our Privacy Policy.

5. NYS Education Law §121.3. The following information is provided to supplement the Educational Agency's bill of rights:

- (a) The exclusive purposes for which Student Data and Teacher or Principal Data will be used by Apptegy are set out in our Privacy Policy. Without limiting the generality of the foregoing, Student Data and Teacher or Principal Data will only be used for the purposes explicitly authorized in the Contract – specifically, providing our products and services to the Educational Agency and facilitating the Educational Agency's use of our products and services;
- (b) Our practices for how we will ensure that the sub-contractors, or other authorized persons or entities to whom we will disclose Student Data and 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 state and federal laws and regulations (e.g., FERPA, NYS Education Law 2-d), are set out in our Privacy Policy;
- (c) The duration of the Contract is as set out expressly in the Contract. The Contract may be renewed for additional terms in accordance with the terms and conditions of the Contract. Please see Section 4(g) of this Addendum above for what will happen to Student Data and Teacher or Principal Data upon termination or expiration of the Contract;
- (d) Any individual who has verifiable authority to act on behalf of the Educational Agency may contact us as set out below in Section 9 for any question related to the accuracy of Student Data and Teacher or Principal Data. Please note that we will need to verify the identity and authority of all individuals making any such request before processing and addressing the request. We reserve the right to require that any such request be made in writing, and reserve the right to decline or limit these requests in certain circumstances – for example, when we are unable to verify an individual's identity or your authority to make such request on behalf of the Educational Agency;

Any individual acting on behalf of himself or herself (including a parent or a student), or acting on behalf of any other party other than a verified request on behalf of the Educational Agency, must direct all requests for access or any other question related to Student Data and Teacher or Principal Data to the Educational Agency directly, in accordance with Section 121.12(c) of the NYS Education Law and our Privacy Policy. If and to the extent Apptegy receives any such request from an individual acting on behalf of himself or herself (including a parent or a student), or acting on behalf of any other party other than a

verified request on behalf of the Educational Agency, we will direct such request to the Education Agency directly in accordance with Section 121.12(c) of the NYS Education Law and our Privacy Policy;

- (e) Our practices for where Student Data and Teacher or Principal Data will be stored and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated are set out in our Privacy Policy. Without limiting the generality of the foregoing, we utilize Amazon Web Services (“**AWS**”) to host and facilitate our products and services, including data storage. AWS provides these services to millions of active customers, specifically including educational institutions (including Harvard University, Notre Dame, the University of Texas, and the University of California System, among others), and features, among other things, a “security assurance program that uses best practices for global privacy and data protection to help [its clients] operate securely within AWS.” You may learn more about AWS’s data privacy policies and practices here: <https://aws.amazon.com/compliance/data-privacy-faq/>; and
- (f) Our practices for how data will be protected using encryption while in motion and at rest are set out in our Privacy Policy. Without limiting the generality of the foregoing, our use of AWS provides “strong encryption for [our] content in transit and at rest.” You may learn more about AWS’s encryption tools here: <https://aws.amazon.com/compliance/data-privacy-faq/>.

For more information regarding the topics above and other data security and privacy practices addressed herein, please see our Privacy Policy.

6. NYS Education Law §121.9. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Without limiting the generality of the foregoing, Apptegy:

- (a) has adopted technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- (b) will comply with the data security and privacy policy of the Educational Agency and the NYS Education Law, including, but not limited to, Part 121 of the NYS Education Law;
- (c) will limit internal access to Personally Identifiable Information to only those employees or sub-contractors that need access to provide the contracted services;
- (d) will not use Personally Identifiable Information for any purpose not explicitly authorized in the Contract;
- (e) will not disclose any Personally Identifiable Information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives of Apptegy, such as a sub-contractor or assignee, to the extent they are carrying out the Contract and in compliance with the state and federal law, regulations and its contract with the Educational Agency; or
 - b. unless required by statute or court order and Apptegy provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
- (f) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Personally Identifiable Information in our custody;
- (g) use encryption to protect Personally Identifiable Information in our custody while in motion or at rest; and

- (h) not sell Personally Identifiable Information nor use or disclose it for any Commercial or Marketing Purpose or facilitate its use or disclosure by any other party for any Commercial or Marketing Purpose or permit another party to do so.

When we engage a subcontractor to perform our contractual obligations under the Contract, the data protection obligations imposed on us by state and federal law, and contract, will apply to the subcontractor.

7. NYS Education Law §121.10. In the event of any breach or unauthorized release of Personally Identifiable Information:

- (a) We will notify you of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach;
- (b) We will cooperate with you and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Personally Identifiable Information; and
- (c) Where a breach or unauthorized release of Personally Identifiable Information is attributed to Apptegy, we will pay for or promptly reimburse the Educational Agency for the full cost of the Educational Agency's notification requirements under Section 121.10 of the NYS Education Law.

8. NYS Education Law §121.11. We acknowledge and agree that we are required to notify the Educational Agency of any breach of security resulting in an unauthorized release of Student Data or Teacher or Principal Data by us or our assignees in violation of applicable state or federal law, the parents bill of rights for Student Data privacy and security, the data privacy and security policies of the Educational Agency and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. We will cooperate with you with respect to the requirements and procedures outlined in Section 121.11 of the NYS Education Law for investigating and remediating any breach or unauthorized release of Student Data or Teacher or Principal Data.

9. Contact Us. If you have questions about this Addendum or any related matter, please contact us at any of the following:

- By email at privacy@apptegy.com; or
- By telephone at 1-888-501-0024; or
- By mail at Apptegy, Inc., c/o Data Protection Officer, 2201 Brookwood Dr., STE 115, Little Rock, AR 72202.

[Signatures are on the following page]

IN WITNESS OF AGREEMENT, the undersigned parties execute this Addendum to the Software and Services Agreement of Aptegy, Inc., effective as of the date first set out above.

CUSTOMER: Greater Souther Tier BOCES

By: Edward R White III

Name: Edward White III

Title: Data Protection Officer

APPTEGY, INC.

By: 

Name: Tim Strudwick

Title: CFO