

DataViz - Privacy and Data Security Addendum

This Privacy and Data Security Addendum (“Addendum”) is hereby incorporated into and made part of the Agreement between Dublin City Schools (“District”) and **Custom Computer Specialists** (“Vendor”), collectively the “Parties.” This Addendum sets forth the terms and conditions governing the collection, use, storage, disclosure, and protection of Student Data in connection with the services provided under the Agreement.

1. Ownership and Control of Data

1.1 The District retains all rights, titles, and interest in and to all Student Data provided to or collected by the Vendor in the course of performing services under the Agreement.

1.2 Vendor shall have no ownership rights in any Student Data and shall act solely as a data processor on behalf of the District.

1.3 Data Storage.

- Upon request of the District, Vendor will provide a list of the locations where Student Data is stored.

2. Use of Data

2.1 Vendor shall use Student Data only for the purpose of fulfilling its obligations under the Agreement.

2.2 Vendor shall not use, disclose, or process Student Data for any commercial purpose, including but not limited to:

- Targeted advertising or marketing,
- Creating profiles unrelated to educational services,
- Selling or renting data to third parties.

3. Access and Confidentiality

3.1 Access to Student Data shall be limited to authorized employees, agents, or subcontractors of Vendor who have a legitimate need to access such data and are bound by confidentiality obligations.

3.2 Vendor shall implement access controls and maintain logs of data access and activity.

3.3 Vendor will not access or monitor any of the following:

- Location-tracking features of a school-issued device,
- Audio or visual receiving, transmitting or recording features of a school-issued device,
- Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity.

4. Security of Data

4.1 Vendor shall employ industry-standard administrative, technical, and physical safeguards to ensure the confidentiality, integrity, and availability of Student Data. These measures shall include, at a minimum:

- Encryption of data in transit and at rest,
- User multi-factor authentication (MFA) and role-based access,
- Prioritize vendors with SOC 2 Type II certification for proven security practices
- Regular security audits and updates.

5. Subcontractors and Data Disclosure

5.1 Vendor shall not share Student Data with any third party or subcontractor without the prior written consent of the District.

5.2 Any approved subcontractor must agree in writing to comply with the data protection requirements of this Addendum.

6. Data Breach Notification

6.1 Vendor shall notify the District of any confirmed or suspected unauthorized access, disclosure, or breach of Student Data within seventy-two (72) hours of discovery.

6.2 Such notification shall include:

- A summary of the incident,
- The type and scope of data affected,
- Actions taken to mitigate and remediate the breach,
- Steps to prevent future occurrences.

7. Student Data Rights

7.1 Upon written request by the District, Vendor shall:

- Provide access to any Student Data held by Vendor,
- Correct any errors in Student Data as directed.

8. Data Retention and Destruction

8.1 Vendor shall retain Student Data only for the duration of the Agreement or as otherwise required by law.

8.2 Upon termination or expiration of the Agreement, or upon District request, Vendor shall:

- Within ninety (90) days, return all Student Data to the District, or
- Within ninety (90) days, permanently and securely delete all Student Data and certify such deletion in writing.

9. Compliance with Laws

9.1 Vendor represents and warrants that it will comply with all applicable federal and state privacy laws, including but not limited to:

- Ohio Revised Code Chapter 3317.20 (Senate Bill 29),
- Family Educational Rights and Privacy Act (FERPA),
- Children's Online Privacy Protection Act (COPPA), where applicable.


10. Right to Audit and Termination

10.1 The District reserves the right to audit Vendor's compliance with this Addendum upon reasonable notice.

10.2 The District may terminate the Agreement immediately and without penalty in the event Vendor is found to be in material breach of this Addendum or any applicable data privacy law.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date of the Agreement.

Vendor: Custom Computer Specialists

By:  Date: 5/5/2025

Printed Name: JP Nel Title/Position: EVP