DATA SECURITY AND PRIVACY PLAN

Abnormal AI, Inc., having offices at **8474 Rozita Lee Ave, Suite 420, Las Vegas, NV 89113** (hereinafter "Third-party Contractor") and Croton-Harmon Union Free School District, having offices at 10 Gerstein Street, Croton-on-Hudson, NY 10520 (hereinafter the "School District") hereby agree to make this Data Security and Privacy Plan part of their Agreement for services.

1. <u>Definitions</u>: Terms used in this Data Security and Privacy Plan (the "Plan") shall 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), unless more broadly defined herein.

2. <u>Confidential Information</u>. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if a request for disclosure of confidential information obtained from the School District is received, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, the School District will be notified prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

   a. To execute, comply with and incorporate as Exhibit "1" to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the

Parents' Bill of Rights for Data Privacy and Security developed by the School District;

b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;

c. To comply with this data security and privacy plan of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education;

d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information 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;

e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement: (i) data is stored in a secure data center that monitors the access doors, has fire and security monitoring, has system health and intrusion monitoring, data backups and retentions; and (ii). data storage and access is protected by passwords and use of encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better;

g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;

h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while

in motion or at rest from unauthorized disclosure by using encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.

i.   Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless

        i.   the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or

        ii.   the other party has the prior written consent of the applicable teacher or principal; or

        iii.   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 the Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on the 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.   In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;

l.   In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;

m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and within 48 hours of any breach or of discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators was breached and/or released without authorization;

n. 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;

o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release, subject to the Agreement;

p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;

q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and

r. In the event the Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. <u>Confidentiality Training</u>. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by:
[insert how the training was or will be done]

Abnormal employees receive mandatory security and privacy awareness training upon hire and at least annually thereafter, with a strong focus on confidentiality and safeguarding sensitive data. This training is designed to meet industry standards and covers topics such as protecting against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, and social engineering mechanisms. The program ensures that all personnel who process or have access to customer data are appropriately qualified and trained to handle confidential information.

5. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate, unless modified by this Plan or the Agreement.

6. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (circle one)

      a. Yes

      b. (No)("sub-contractors" does not include Subprocessors)

If Yes, the Third-party Contractor agrees that it will not share Confidential information with any additional parties, including an authorized sub-Vendor or non-employee agent, without prior written consent of the School District and, when such consent is provided the Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the School District's Parents' Bill of Rights, and the federal Family Educational Rights and Privacy Act ("FERPA"). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.

7. Describe what actions will be taken by the Third-party Contractor to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data?

Any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data is a "**Security Incident**". Abnormal will: (a) take reasonable measures to implement and maintain logging and monitoring technologies designed to identify, alert, and analyze security events; and (b) maintain plans and procedures to be followed in the event of an actual or suspected Security Incident ("**Incident Response Plans**"). The Incident Response Plans require Abnormal to undertake a root cause analysis of any actual or suspected Security Incident and to document remediation measures.

8. Upon the expiration or termination of the Agreement, 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 by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement in a format acceptable to the School District. In addition, within 180 days of the expiration or termination of the Agreement, at the sole discretion of the School District, all information and data of the School District remaining in the possession of the Third-party Contractor will be returned to the School District or, upon written request of the School District, the Third- party Contractor will provide confirmation to the School District that the School District's data in its possession has been securely destroyed in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. Within 180 days of expiration or termination of the Agreement, upon written request of the School District, the Third-party Contractor also will provide confirmation to the School District that all emails containing personally identifiable information of the School District's students are deleted from the Third-party Contractor's email account in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the

Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States.

9. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if either New York Education Law Section 2-d or Part 121 of the Regulations of the New York Commissioner of Education are amended. The School District will notify the Third-Party Contractor of any such revisions and Third-Party Contractor will make reasonable efforts to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.

10. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

11. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Plan on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Data Privacy and Security Plan on the dates set forth below.

CROTON-HARMON UNION
FREE SCHOOL DISTRICT

Ellen Moskowitz
Ellen Moskowitz (17 October, 2025 17:25:11 UTC)

By: _____

Name: Ellen Moskowitz

Title: Director of Technology & Innovation

Date: October 17, 2025

ABNORMAL AI, INC.

Kevin Johnson
Kevin Johnson (17 October, 2025 15:08:41 UTC)

By: _____

Name: Kevin Johnson

Title: Director, Deal Desk

Date: October 17, 2025

CONTRACT NAME	CHUFSD Data Security Privacy Contract (1)
CONTRACT ID	dc9367da-c51e-4a3f-b93b-6e8f1e92b876
STATUS	Executed
DATE TIME FORMAT	DD MMMM, YYYY HH:mm:ss Timezone
TIMEZONE	UTC

CONTRACT HISTORY

SENT

Sent for Signature to **Kevin Johnson** (kjohnson@abnormalsecurity.com) by **Robbie Murray** (RMurray@abnormalsecurity.com).

16 October, 2025 15:54:53 UTC
IP: 50.218.13.233

SIGNED

Signed by **Kevin Johnson** (kjohnson@abnormalsecurity.com).

17 October, 2025 15:08:42 UTC
IP: 75.44.233.228
Location unavailable

SENT

Sent for Signature to **Ellen Moskowitz** (ellen.moskowitz@chufsd.org) by **Robbie Murray** (RMurray@abnormalsecurity.com).

17 October, 2025 15:08:44 UTC
IP: 50.218.13.233

SIGNED

Signed by **Ellen Moskowitz** (ellen.moskowitz@chufsd.org).

17 October, 2025 17:25:12 UTC
IP: 216.179.119.23
Westchester County, NY, USA

EXECUTED

This document has been signed and executed by all parties.