

LICENSING AGREEMENT

This Agreement, made this 7/1/2025 (Effective Date), by and between COMET Informatics LLC, having offices at 360 Packetts Landing Fairport, NY 14450 (“Vendor”), and Westmoreland Central School District, having an office at 5176 State Route 233, Westmoreland, NY 13490 (“School District”) (collectively “Parties”).

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

1. Services. Vendor shall perform the services set forth in this Agreement, as described in Addendum C (the “Services”). Vendor shall provide the Services at the School District location or on a remote basis, as agreed to by the Parties. Vendor warrants that the Services provided hereunder will be performed in a good and workmanlike manner. 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.

2. Term of Services. This Agreement begins on the Effective Date and will continue until June 30, 2026 (the “Term”).

3. 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.

4. Payment. Payment shall be made in accordance with Addendum D attached hereto.

5. 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 sub-contractors 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.
- (e) Vendor will not disclose any personally identifiable information to any other party 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.
- (i) In the event Vendor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Vendor shall apply to the subcontractor.

6. **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 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 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 law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof. Upon request, Vendor shall provide a copy of said written incident response plan to the School District.

7. Indemnification. Vendor shall at all times (both during and after the Term of this Agreement), indemnify, defend 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.

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

9. 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.

10. 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.

11. 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. Each party consents and submits, for any dispute arising out of or relating to this Agreement or the transactions contemplated hereby, to

the sole and exclusive jurisdiction of the state and federal courts located in the county in which the School District is located.

12. Public Inspection of Agreement. Vendor acknowledges and agrees that this Agreement and all documents Vendor provides to School District as required herein, are public records and may at all times be subject to public inspection.

13. 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.

14. Addendums. The following Addendums are attached hereto and incorporated herein:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C: Product Specifications and Pricing Table
- Addendum D: Technical Specifications
- Addendum E: Vendor's Data Security and Privacy Plan
- Addendum F: Schedule of Data

15. 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.

16. Entire Agreement. This Agreement and its attachment 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.

Vendor

By: Andrew Remillard

Name: Andrew Remillard

Title: Director of Business Development

Date: 09/08/25

Westmoreland CSD School District

By: Rocco Myloni

Name: Rocco Myloni

Title: Superintendent of Schools

Date: 9/9/25

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Education Law section 2-d, BOCES and school districts are now required to publish, on their websites, a Parent's Bill of Rights for data privacy and security and to include such information with every contract entered into with a third party contractor where the third party contractor receives student data or teacher or principal data. The following is the Westmoreland Central School District's bill of rights for data privacy and security:

1. A student's personally identifiable information (PII) cannot be sold or released by the Westmoreland Central School District for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the Westmoreland Central School District. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. The New York State Department of Education (NYSED) will develop policies and procedures pertaining to this right.
3. State and federal laws protect the confidentiality of personally identifiable information (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 the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or you may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with the Westmoreland Central School District about possible privacy breaches of student data by the Westmoreland Central School District's third party contractors, their employees, officers, assignees, or with the New York State Education Department. All complaints must be made in person at the District Office which is located at 5176 State Route 233, Westmoreland, NY and must be accompanied by a completed Breach or Unauthorized Release of Student Data Complaint Form. The form can be found on our website under [District>Policies and Procedures>Breach or Unauthorized Release of Student Data Complaint Form](#). The form can be submitted to one of the following people:

| District Role | Name | Phone | Email |
|-------------------------|----------------|--------------|----------------------------------|
| Superintendent | Rocco Migliori | 315-557-2600 | rmigliori@westmorelandschool.org |
| Data Protection Officer | Matt Cieri | 315-557-2649 | mcieri@wesmorelandschool.org |
| Data Protection Officer | Colby Utter | 315-557-2764 | cutter@wesmorelandschool.org |

Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, or by submitting an improper disclosure form at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.

For purposes of further ensuring confidentiality and security of student data — as well as the security of personally-identifiable teacher or principal data — the Parents' Bill of Rights (above) and the following supplemental information must be included in each contract that a school district or BOCES enters into with a third-party contractor with access to this information:

1. The exclusive purposes for which the student data, or teacher or principal data, will be used;
2. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
3. When the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
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; and
5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Westmoreland Central School District maintains an inventory of all software and services utilized within the district that collect, store, or process student information. In order to make this information as easily accessible as possible to our community and comply with requirements outlined in law and regulation, we have posted our inventory and supplemental information related to the contracts for those products and services on our website. We will update the inventory periodically to reflect any changes in product or service usage. The information can be accessed at: <https://dpit.riconedpss.org/supplemental-information/02d9d2af98c045c102f4>

In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education and NYSED.

Addendum B

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 [COMET Informatics, LLC] (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Westmoreland Central School District (the “School District”) dated [7/1/2025] (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor 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 Part 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. On or before the date the Contract expires, protected data will be exported to the School District in [.xls] format and/or destroyed by the Contractor as directed by the School District.
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 Contractor’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 Contractor’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 Contractor by the School District will be stored [private data center within the United States]. The measures that Contractor 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 Contractor 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 C

PRODUCT SPECIFICATIONS AND PRICING TABLE

Description of Services

Please refer to Westmore – SOW05 – 2025 07 01 V01

Product Specifications

Please refer to Westmore – SOW05 – 2025 07 01 V01

Pricing Table

| <i>Product Description</i> | Count | List Price | Discounted Price |
|-----------------------------------|--------------|-------------------|-------------------------|
| <i>COMET System Usage</i> | 1 | \$1,830.00 | |
| | | | |

Addendum D

TECHNICAL SPECIFICATIONS

Technical Specifications

Please refer to Westmore – SOW05 – 2025 07 01 V01

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Addendum E

VENDOR'S DATA SECURITY AND PRIVACY PLAN

https://classic.comet4children.com/ExtHowTo/Data_Privacy_Policy.pdf

https://classic.comet4children.com/ExtHowTo/Data_Security_Policy.pdf

Addendum F

SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system |
|-------------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses, Use of cookies etc. | |
| | Other application technology meta data Specify: | |
| Application Use Statistics | Meta data on user interaction with application | |
| 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 | |
| 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 | |
| | Student grade level | |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information (specify): | |
| Parent/Guardian Contact Information | Address | |
| | Email | |
| | Phone | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |

| Category of Data | Elements | Check if used by your system |
|-----------------------------|--|------------------------------|
| | | |
| Parent/Guardian Name | First and/or Last | |
| | | |
| Schedule | Student scheduled courses | |
| | Teacher names | |
| | | |
| 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 | |
| | Phone | |
| | | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Vendor/App assigned student ID No. | |
| | Student app username | |
| | Student app passwords | |
| | | |
| Student Name | First and/or Last | |
| | | |
| 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 | |
| | | |
| Student work | Student generated content; writing, pictures etc. | |
| | Other student work data Please specify: | |
| | | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/performance scores | |
| | Other transcript data Please specify: | |
| Transportatio | Student bus assignment | |

| Category of Data | Elements | Check if used by your system |
|------------------|--|------------------------------|
| n | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data Please specify: | |
| | | |
| Other | Please list each additional data element used, stored or collected by your application | |






Westmoreland Comet Software Agreement 2026

Final Audit Report

2025-09-08

| | |
|-----------------|--|
| Created: | 2025-09-08 |
| By: | adobe pro (adobepro@comet4children.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzUJBm1optizluGaZhz1cbDwPKzcjjJXV |

"Westmoreland Comet Software Agreement 2026" History

-  Document created by adobe pro (adobepro@comet4children.com)
2025-09-08 - 8:36:08 PM GMT
-  Document emailed to Andrew Remillard (andrew.remillard@comet4children.com) for signature
2025-09-08 - 8:36:14 PM GMT
-  Email viewed by Andrew Remillard (andrew.remillard@comet4children.com)
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-  Document e-signed by Andrew Remillard (andrew.remillard@comet4children.com)
Signature Date: 2025-09-08 - 8:36:58 PM GMT - Time Source: server
-  Agreement completed.
2025-09-08 - 8:36:58 PM GMT

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Westmoreland School District (hereinafter "School District") and COMET Informatics LLC (hereinafter "Contractor") entered into an agreement dated 7/1/2025 (hereinafter "Agreement") for Use of the COMET System (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein 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):

https://classic.comet4children.com/ExtHowTo/Data_Privacy_Policy.pdf

https://classic.comet4children.com/ExtHowTo/Data_Security_Policy.pdf

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:

https://classic.comet4children.com/ExtHowTo/Data_Privacy_Policy.pdf

https://classic.comet4children.com/ExtHowTo/Data_Security_Policy.pdf

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 "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- 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

November 2025

5. Subcontractors (check one):

☐ Contractor shall not utilize subcontractors.

☒ 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:

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.

https://classic.comet4children.com/ExtHowTo/Data_Privacy_Policy.pdf

https://classic.comet4children.com/ExtHowTo/Data_Security_Policy.pdf

7. Termination of Agreement.

a. Within 1095 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within 30 days of termination of the Agreement, Contractor shall

☒ Return all data to the School District using COMET Data Exports OR

☐ Transition all data to a successor contractor designated by the School District in writing using _____.

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 6/30/2025.

CONTRACTOR:

Andrew Remillard

By: Andrew Remillard

Title: Director of Business Development