

LICENSING AGREEMENT

This Agreement, made this 02/10/2023 (Effective Date), by and between eDynamic LP, having offices at 1256 Main Street, Suite #256, Southlake, TX 76092. ("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: E-SIGNED by Brian Piccioni
on 2023-09-05 22:09:58 GMT

Name: Brian Piccioni

Title: CFO

Date: September 05, 2023

Westmoreland **School District**

By: [Signature]

Name: Rocco Migliari

Title: Superintendent of Schools

Date: Sept. 6, 2023

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://dpii.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.

REVISED: October 21, 2020

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 **eDynamic LP** (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Westmoreland Central School District (the “School District”) dated [February 10, 2023] (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 **instructor will download the data via the instructor’s account using the mechanism provided** 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 **on AWS servers**. 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

Virtual Business (VB) High School simulations are browser-based, online business simulations that provide you with an interactive curriculum to teach business, marketing, financial literacy/personal finance, and more. There are nine simulations within the series. They are: Accounting, Entrepreneurship, Fashion, Hotel, Management, Personal Finance, Restaurant, Retailing and Sports & Entertainment.

Product Specifications

Knowledge Matters simulations can be used directly from the Knowledge Matters LMS provided with every course at vb.knowledgematters.com, or they can be integrated with your LMS (Canvas, Schoology, Blackboard, Moodle or D2L).

Pricing Table

Virtual Business All-Access

**Best
Value**

Contact Us For Virtual Business All-Access Pricing!
Discounted pricing available for 3 and 5 year licenses

Features

- + FREE access to any new sims released
- + MultiPlayer option on all applicable sims
- + Site licenses to all 9 sims
- + Premium support on all sims
- + Annual Virtual Business All-Access Scholarship Challenge
- + Build your own Virtual Business course

Individual Product Pricing

We've designed a pricing structure that will work for any classroom. Choose the pricing option that works best for you. Contact us today to get a quote for your school, classroom, or district.

All licenses and prices are per school location or site.

Simulation	Term	Mini	Lab	Site
Entrepreneurship	3 Years	\$1,595	\$2,595	\$3,595
Accounting	3 Years	\$795	\$1,295	\$1,795
Fashion	3 Years	\$795	\$1,295	\$1,795
Retailing	3 Years	\$795	\$1,295	\$1,795
Sports & Entertainment	3 Years	\$795	\$1,295	\$1,795
Personal Finance	3 Years	\$795	\$1,295	\$1,795
Hotel	3 Years	\$795	\$1,295	\$1,795
Restaurant	3 Years	\$795	\$1,295	\$1,795
Management	3 Years	\$795	\$1,295	\$1,795

Addendum D

TECHNICAL SPECIFICATIONS

Technical Specifications

Supported System Requirements

Our simulations are all web-based and compatible with most internet accessible devices. Supported devices include PC, Mac, iPads, Android tablets, Chromebooks and more. To open a test lesson, please [click here](#). To request a full demo for product testing, please contact our sales team [here](#).

Current System Requirements

Supported Browsers

	With these operating systems:	You may use these browsers:
Windows	Windows 10, 8.1, 7	<ul style="list-style-type: none">• Edge 17 or higher• Chrome 64 or higher• Opera 51 or higher
Macintosh	Mac OS 10.12 "Sierra" or higher	<ul style="list-style-type: none">• Safari 12 or higher• Chrome 64 or higher• Opera 51 or higher
Chromebook	Chrome OS	<ul style="list-style-type: none">• Version 64 or higher
Tablets	iPad iOS 12 or higher	<ul style="list-style-type: none">• Safari
	Android 9 or higher	<ul style="list-style-type: none">• Chrome

Firewall Requirements

If your organization uses a firewall to filter web traffic, the following domains will need to be unblocked:

- *.knowledgematters.com
- s3.amazonaws.com

Addendum E

VENDOR'S DATA SECURITY AND PRIVACY PLAN

Please see attached plan.

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.	x
	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	
Parent/Guardian Contact Information	Other enrollment information (specify):	
	Address	
	Email	
Parent/Guardian ID	Phone	
	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	

Category of Data	Elements	Check if used by your system
	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	x
	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	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	
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:	
Transportation	Student bus assignment	
	Student pick up and/or drop off	

Category of Data	Elements	Check if used by your system
	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	

