

Exhibit A
DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS DATA PROTECTION ADDENDUM
SUPPLEMENTAL INFORMATION ABOUT THE

Agreement

1. Purpose

- (a) This Data Sharing and Confidentiality Agreement (DSC Agreement) supplements the MML Software d/b/a Finance Manager Software System, (Finance Manager) agreement (MML Software d/b/a Finance Manager Agreement), to ensure that the MML SOFTWARE d/b/a FINANCE MANAGER AGREEMENT conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Agreement consists of the terms of this DSC Agreement, a copy of Albany-Schoharie-Schenectady-Saratoga BOCES (NERIC) Parents Bill of Rights for Data Security and Privacy signed by MML SOFTWARE OBA FINANCE MANAGER, and the Supplemental Information about the MML SOFTWARE d/b/a FINANCE MANAGER AGREEMENT that is required to be posted on NERIC website.
- (b) To the extent that any terms contained within the FINANCE MANAGER AGREEMENT, or any terms contained within any other Agreements attached to and made a part of the MML SOFTWARE OBA FINANCE MANAGER AGREEMENT, conflict with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect. In the event that MML SOFTWARE d/b/a FINANCE MANAGER has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MML SOFTWARE d/b/a FINANCE MANAGER AGREEMENT, to the extent that any term of the TOS conflicts with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect.

2. Definitions

Any capitalized term used within this DSC Agreement that is also found in the MML SOFTWARE d/b/a FINANCE MANAGER AGREEMENT will have the same definition as contained within this DSC Agreement.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that MML SOFTWARE d/b/a FINANCE MANAGER receives from a Participating Educational Agency pursuant to the DSC Agreement.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that MML SOFTWARE OBA FINANCE MANAGER receives from a Participating Educational Agency pursuant to the MML SOFTWARE OBA FINANCE MANAGER AGREEMENT.

(C) Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to MML SOFTWARE DBA FINANCE MANAGER' Product.

(d) Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to MML SOFTWARE DBA FINANCE MANAGER' Product

DATA PROTECTION ADDENDUM

3. Finance Manager Obligations

- a. When processing Student Data and Teacher or Principal Data ("Protected Data") on behalf of Customer, Finance Manager will comply with its obligations under Section 2-d. In particular, Finance Manager will (i) user Protected Data solely to provide the services under the Agreement and as otherwise described therein; (ii) not disclose Protected Data to any third party (excluding authorized sub-contractors) without the prior written consent of the eligible student, parent, teacher, or principal (as applicable); (iii) limit internal access to Protected Data to only those employees or subcontractors that need access to provide services under the Agreement; and (iv) not sell Protected Data nor use or disclose it for any marketing or commercial purpose or knowingly permit another party to do so.
- b. Finance Manager will promptly notify Customer of any Breach without unreasonable delay, but no more than seven (7) days after Finance Manager has confirmed or been informed of the breach or unauthorized release.
- c. Finance Manager will comply with Customer's data security and privacy policy as provided to Finance Manager, together with Finance Manager's data Privacy and Security Plan.

4. Customer Obligations

Customer represents and warrants that it owns or otherwise has and will have the necessary rights and consents in and relating to any data it makes accessible to Finance Manager, including by presenting, complying with, and enforcing all appropriate disclosure, consent, and notice requirements at the point of collection of information, so that, as accessed, received, and processed by Finance Manager in accordance with the Agreement and this Addendum, the information does not and will not infringe, misappropriate, or otherwise violate any data, privacy, or any other rights of any third party. Customer shall defend, hold harmless, and indemnify Finance Manager in the event of its breach of this Section.

5. Data Security and Privacy Plan

- a. **General.** When processing Protected Data, Finance Manager:
 1. Follows policies and procedures compliant with; (i) relevant state, federal, and local data security and privacy requirements; (ii) relevant contractual requirements

between Finance Manager and the Customer; and (iii) the Customer's data security and privacy policy;

11. Implements commercially reasonable administrative, technical, operational, and physical safeguards and practices to protect the security of Protected Data in accordance with Section 2-d (see Section (b) below);
 111. Follows policies compliant with the Customer Parents' Bill of Rights and Parents' Bill of Rights Supplemental Information;
 - 1v. Annually trains its officers and employees who have access to Protected Data on applicable federal and state laws governing confidentiality of Protected Data; and
 - v. In the event any sub-contractors are engaged to process Protected Data, manages relationships with sub-contractors and contracts with sub-contractors to protect the security of Protected Data.
- b. **Safeguards.** Finance Manager maintains reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its possession, including the following:
1. Finance Manager identifies reasonably foreseeable internal and external risks relevant to its administrative, technical, operational, and physical safeguards;
 11. Finance Manager regularly assesses the sufficiency of safeguards in place to address identified risks;
 111. Finance Manager adjusts its security program in light of business changes or new circumstances;
 - 1v. Finance Manager regularly tests and monitor the effectiveness of key controls, systems, and procedures; and
 - v. Finance Manager follows written policies to protect against the unauthorized access to or use of Protected Data.
- c. **Training.** Finance Manager trains personnel with access to Protected Data on the federal and state laws governing confidentiality of such data prior to receiving access and annually thereafter.
- d. **Vendors.** In the event that Finance Manager engages any vendor to process Protected Data, it will (i) conduct due diligence and appropriate risk assessments before first allowing the vendor to access Protected Data, (ii) perform appropriate oversight of such vendor throughout the engagement with the vendor; and (iii) require its vendors to agree to contractual terms to protect Protected Data, including by obligating the vendor to abide by all applicable data protection and security requirements for Protected Data.
- e. **Data Security and Privacy Incidents.** Finance Manager will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, by following an Incident Response Plan (IRP) for identifying and responding to incidents, breaches, and unauthorized disclosures. Finance Manager provides notice of Breaches to Educational Agencies in accordance with its Incident Response Plan and applicable laws.

- f. **Return and/or Destruction of Protected Data.** Finance Manager will implement procedures for the return, transition, deletion and/or destruction of Protected Data as follows: Finance Manager deletes all Protected Data within ninety (90) days of expiration or termination of the agreement with Customer. For clarity, the Customer, and not Finance Manager, stores and maintains all production copies of Protected Data.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date

Mercedes Burgos

MML SOFTWARE LTD D/B/A FINANCE MANAGER

Mercedes I Burgos

President

July 30, 2025



CUSTOMER

KellyRose Yaeger

Print Name

Data Protection Officer

Title

9/22/2025

Date