VENDOR AGREEMENT

THIS IS AN AGREEMENT, made this 15th day of October, 2025, by and between Zearn, with an address of PO Box 24580, New York, New York 10087, hereinafter referred to as the **"Vendor"**, and **Onondaga-Cortland-Madison Board of Cooperative Educational Services,** hereinafter referred to as **"OCM BOCES",** having the principal office at 110 Elwood Davis Drive, Liverpool, New York and a mailing address of PO Box 4754, Syracuse, New York 13221. Vendor and OCM BOCES shall be collectively referred to as the "Parties".

RECITALS

WHEREAS, OCM BOCES desires to engage the Vendor to perform the services and/or receive the products as described in Schedule "A"; and

WHEREAS, Vendor desires to provide the services and/or products as described in Schedule "A"; and

NOW, THEREFORE, in consideration of the foregoing recitals, the following covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OCM BOCES and the Vendor hereby agree as follows:

AGREEMENT

Section 1. Term.
The term of this Agreement shall commence on the date set forth above and shall expire on June 30, 2026 as set forth in Schedule "A" (Scope of the Work), attached hereto and incorporated by reference. The term shall automatically renew for 12-month periods, unless either party gives notice of an intent to terminate the agreement to the other party at least thirty (30) days prior to the next annual renewal date or terminates the Agreement as otherwise provided herein. The foregoing automatic renewal applies solely to this Vendor Agreement as a master framework for purchasing Services and does not create any obligation to purchase Services or automatically renew any Services for subsequent periods. All Services must be ordered through separate Purchase Orders for each service period.

Section 2. Obligations.
The Parties shall:

    A.   provide the services and obligations as set forth herein including any schedules and/or appendices attached hereto; eligible services covered by this Agreement are Zearn School Accounts & On-Demand Professional Development, Professional Learning, and printed materials.

    B.   furnish their own materials, equipment, supplies, personnel and other resources necessary to fulfill their obligations under this Agreement; and

    C.   communicate through their Authorized Agents and in the methods set forth in Section 3 of this Agreement.

Section 3. Authorized Agents.

The Vendor designates:
Ashley Birsic
Zearn
PO Box 24580
New York, New York 10087
info@zearn.org

OCM BOCES designates:

Colleen Viggiano
OCM BOCES
PO Box 4754
Syracuse, New York 13221
315-433-2602
cviggiano@ocmboces.org

as the Authorized Agent of the Agency and OCM BOCES for exchange of all communications pursuant to this Agreement. In the event that either party seeks to terminate the Agreement, written notice shall also be provided to the above-named designee.

Section 4. Fees.
Upon the completion of the services and in accordance with the terms and conditions of this Agreement, OCM BOCES shall pay the Vendor as set forth in Schedule "A" or as adjusted pursuant to the requirements herein. (the "Fees"). Vendor may adjust fees and pricing for services under this Agreement for subsequent school years upon sixty (60) days' written notice to OCM BOCES prior to the start of each school year. Any such price adjustments shall apply only to services ordered after the effective date of the adjustment and shall not affect services already purchased under executed Purchase Orders. All fees and compensation for the obligations hereunder are contingent upon:

A.   the completion of the services and obligations set forth in this Agreement by Vendor, to the reasonable satisfaction of OCM BOCES;
B.   faithful compliance with the terms and conditions of this Agreement; and
C.   acceptance of the services by OCM BOCES as set forth in this Agreement.
D.   For School Account licenses and other subscription-based services, services shall be deemed completed upon the purchasing entity obtaining access to the licensed services.

Section 5. Records.
A.   In the course of performance of this Agreement with the Vendor, either party may have need and eligibility for access to certain restricted records of the other party, such as student records; or may come into contact with such records by error or inadvertence. Access to student records shall be governed by Family Educational Rights and Privacy Act (FERPA) and NYS Education Law; and access to Vendor records is subject to all other applicable state and federal laws. In the event that Vendor will come into contact with teacher and/or student records, Vendor shall comply with the data privacy provisions contained in New York Education Law Section 2-d, and its accompanying regulations and the provisions contained in Schedule "B" attached hereto and incorporated by reference.

B.   Each party, its officers, employees and agents shall be responsible for maintaining privacy protocols meeting or exceeding all applicable state or federal laws and regulations,

including FERPA, with reference to the performance of their duties and the preparation, maintenance and control of records created or used in the performance of the contract; and shall immediately report any inadvertent access and return any such record and all copies thereof to the Vendor.

C. The Parties shall not release any personal or confidential information of any student to any third party. This personal or confidential information includes but is not limited to student identification numbers, student social security numbers, psychological or educational records of students, and medical records of students. At the conclusion of the term of this Agreement any personal or confidential information of any student shall be returned.

Section 6. Termination.

Except as otherwise provided herein, each party has the right to terminate this Agreement upon sixty (60) days prior written notice of same sent to the other party by U.S. Postal Service certified mail, return receipt requested, at the address indicated above. In the event of termination, BOCES shall pay for services pro-rata through the termination date.

Section 7. Status as Independent Contractor.

Each party represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the other, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other.

Section 8. Tax.

OCM BOCES is exempt from paying excise or sales taxes of any jurisdiction, neither will it accept or pay any invoices or vouchers for such taxes. Vendor does and will pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with
the provisions of all applicable state unemployment insurance, disability benefits, and withholding tax laws, the Federal Insurance Contributions Act and Federal Unemployment Tax Act and Federal Internal Revenue Code, and does and will comply with all other local, state, and federal laws, regulations, and requirements applicable to its employees or affecting their compensation or conditions of employment applicable to the Vendor or the performance of its services hereunder.
Each party understands and agrees that (A) neither party nor its employees, contractors, or agents will be treated as the other party's employees for federal tax purposes, (B) neither party will withhold on the other party's or its employees' behalf any sums for income, FICA or any other taxes; workers' compensation and/or unemployment insurance premiums; and/or social security or any other withholding (collectively, **"Employer Obligations"**) pursuant to any federal or state laws or government requirements or make available any of the employment benefits afforded to its own employees **("Benefits"),** (C) all such Employer Obligations and Benefits, if any, are the sole responsibility of the party incurring the liability and (D) each party will indemnify and hold the other party harmless from and against any and all costs, losses, damages or any other liability arising from or related to the employing party's Employer Obligations and/or Benefits, if any. Should the Internal Revenue Service **("IRS")** or any other government agency question or challenge the parties' herein described independent contractor status, the party first learning thereof promptly shall notify the other party hereto, verbally and in writing, and afford the other party the opportunity to participate in any discussions and/or negotiations with the IRS or with the other government agency, to the extent that the IRS and/or the other government agency permits.

Section 9. Equal Employment Opportunity.

Each party agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin,

sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Each party also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 10. Workers' Compensation.

Each party shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. Upon request, each party shall provide to the other proof such insurance, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured.

Section 11. Compliance with All Laws.

Both Parties agree that, during the term of this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during such performance of the services required by this Agreement.

Section 12. Defense & Indemnification.

A. Except as provided for herein and subject to applicable law and lawful appropriations, OCM BOCES hereby agrees to defend and indemnify the Vendor against any and all claims, suits and liability, including but not limited to all reasonable attorneys' fees, which the Vendor may incur in consequence of OCM BOCES' breach of this Agreement or its negligent acts or om1ss10ns.

B. Vendor hereby agrees to defend and indemnify OCM BOCES, its Board of Education, officers, employees and administrators against any and all claims, suits and liability, including but not limited to all reasonable attorneys' fees, which OCM BOCES may incur in consequence of Vendor's breach of this Agreement or its negligent acts or omissions.

Section 13. Applicable Law, Venue & Dispute Resolution.

This Agreement shall be governed by and under the laws of the State of New York without reference to its conflict of laws principles. In the event that a dispute arises between the parties, the exclusive venue for the resolution of such dispute shall be a New York State or Federal court of competent jurisdiction sitting in Onondaga County, New York. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

Section 14. Non-Waiver.

In the event that the terms and conditions of this Agreement are not strictly enforced, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the parties from enforcing each and every term of this Agreement thereafter.

Section 15. Severability.

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 16. Execution of Contract.

This Agreement may be signed in counterparts by each party; and versions of this Agreement

transmitted by fax machine, including signatures transmitted by fax shall be deemed to be originals for all purposes.

Section 17. Insurance.

All insurance requirements are hereby waived, given the nature of the services provided.

Section 18. Assignment.

Except as otherwise provided for herein, neither party shall assign or transfer its obligations under this Agreement, or any part thereof, or any interest therein, without first receiving prior written approval from the other party. Any unauthorized assignment or transfer shall be null and void.

Section 19. Users.

Vendor acknowledges OCM BOCES is a public corporation established under the laws of the State of New York in order to provide cost effective shared services to school districts, other BOCES and/or select municipalities under contract with OCM BOCES. Vendor acknowledges and agrees each BOCES, school district and/or municipality shall be considered an authorized "User" and collectively referred to as "Users" of Vendor's services under this Agreement.

Section 20. Subcontracting.

Vendor may use subcontractors in fulfilling its responsibilities to OCM BOCES, its employees or agents, and/or educational agencies which contract with OCM BOCES for the provision of Vendor's services; however, as a condition precedent to assigning subcontractors to provide services hereunder, Vendor shall ensure any such subcontractors providing services have executed an agreement with Vendor that holds them to substantially similar terms and conditions as contained in the agreement.

Section 21. Miscellaneous.

A. Except as otherwise set forth herein, neither party shall make any representations or commitments on behalf of the other party.
B. The Parties shall comply with all federal, state and local laws, rules and regulations that apply to its obligations under this Agreement.
C. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
D. Each party represents and warrants it:
   • possess all licenses, certifications and permits necessary to perform its respective obligations under this Agreement;
   • shall fulfill its obligations under this Agreement in a professional and competent manner consistent with generally accepted industry standards; and
   • is fully qualified by training and experience to perform its obligations under this Agreement.

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Section 22. Extent of Agreement.

This Agreement contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement may not be amended, terminated (except as provided above) or modified orally or by any course of conduct or usage of trade but only by the mutual written agreement of the parties.

Section 23. Force Majeure.

If the event is canceled or BOCES is closed due to unforeseen circumstances including but not limited to illness, weather, acts of God, strikes, slow downs, act of war, terrorism, national or state of emergency, flight cancellation or delays, Agency facility closes, BOCES facility closes, epidemic or the like, natural disaster, civil disturbance, explosion, order of any government authority, act of public enemy, shortage of labor or supplies, technology failure, or any other cause not reasonably in control of the Parties, or the like, BOCES shall not be responsible for any fees or expenses that occur due to such cancellation.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

OCM BOCES

VENDOR

By: Suzanne Slack
Its: Assistant Superintendent for Administration

By: Lia M. Brooks
Its: General Counsel

Date: 01 / 12 / 2026

Date: 01 / 05 / 2026

<h1 align="center">Schedule "A"</h1>

<h2 align="center">Scope of the Work and Fees</h2>

This Schedule "A" is part and parcel to the Vendor Agreement dated October 15, 2025, by and between Zearn ("Vendor") and Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

SCOPE OF THE WORK

A.1.   At the request of OCM BOCES, Vendor shall be responsible for:

        A.1.1.   The services outlined in the attached Zearn Proposal dated October 15, 2025 (the "Proposal"). To the extent there is any conflict between the contents of this Schedule "A", the Zearn Terms of Service, and this Agreement, this Agreement shall govern; and

        A.1.2.   Any other services as mutually agreed to in writing by the Parties.

FEES

B.1.   The Fees invoiced by Vendor are all-inclusive of all any and all expenses under this Agreement including but not limited to any travel, lodging, meals and equipment.

B.2.   Vendor shall be responsible for ensuring its pricing and vendor status in connection with each service is acceptable with, and satisfies the requirements of, the New York State General Municipal Law.

OCM BOCES shall pay to Vendor upon completion of the services, and within thirty (30) days of invoice by Vendor, the sum set forth in this Schedule "A". Notwithstanding the foregoing, Vendor hereby agrees that no late fees, interest, or penalties of any kind will be assessed or imposed upon OCM BOCES for any payments issued more than thirty (30) days after the date of invoice.

B.3.   As a condition precedent to any payment provided by OCM BOCES to Vendor under this Agreement:

        B.3.1.   Vendor shall provide the services to the reasonable satisfaction of OCM BOCES; and

        B.3.2.   Vendor shall provide a written invoice to BOCES for same after Vendor has provided the services.

<u>Zearn Terms of Service</u>

1. These Zearn Terms of Service sets out the terms and conditions with respect to the Services that the school/districts listed in this Schedule A ("Account Holder") may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (https://www.zearn.org/termsofuse) and Privacy Policy (http://www.zearn.org/:privacy).

2. <u>Zearn School Account and On-Demand Professional Development Terms</u>
For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2025 - 2026 school year, the following terms apply.

2.1. <u>Zearn School Account License Period</u>
Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2026. Each School Account license is for a single school year ending June 30. Continuation of School Account licenses for subsequent school years requires a new Purchase Order from OCM BOCES for each such school year, even if this Agreement remains in effect. School Account licenses do not automatically renew upon renewal of this Agreement.

2.2. <u>Authorization</u>
By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

2.3. <u>Privacy</u>
Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(l)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

2.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

2.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

2.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

2.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

3. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

3.1. Scope

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

3.2. Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or seven (7) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

3.3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

3.4. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

4. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from OCM BOCES. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

4.1. Zearn School Account and On-Demand Professional Development

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, OCM BOCES will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

4.2. Zearn Printed Materials

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Printed Materials Purchase Agreement, purchase order that includes the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes (an "Indication of Order"). Zearn is not responsible for any costs associated with Account Holder's error in completing the Indication of Order. Once Account Holder provides Zearn its Indication of Order, Zearn begins the process of fulfilling the order. For this reason, Zearn does not accept returns of Printed Materials and all orders are not eligible for refunds. Printed Materials orders are charged a standard shipping fee that will be reflected on quote documents, and any additional delivery or shipping fees incurred by Account Holder are not covered by Zearn, including, but not limited to costs incurred for Printed Materials packages that are returned to sender, detention charges due to incorrect delivery details, or costs associated with signature receipt requirements. Any claims of missing or damaged Printed Materials must be made to Zearn in writing within two (2) weeks of the order's date of delivery, as indicated on the shipment's tracking. If Account Holder fails to provide notice within the timeframe above, Zearn is not responsible for the cost of replacement materials. Any commercial use or distribution of Printed Materials is strictly prohibited.

4.3. Professional Learning Sessions

If Account Holder orders Professional Learning, OCM BOCES will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

<div align="center">**Schedule "B"**</div>

<div align="center">**New York State Education Law Section 2-d**</div>

This Schedule "B" is part and parcel to the Vendor Agreement dated October 15, 2025, by and between Zearn ("Vendor") and Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES"). For the avoidance of doubt, this Schedule "B" and the Vendor Agreement shall not apply to an educational agency who has not contracted for Zearn Account Services with Vendor.

<div align="center">**DATA PRIVACY AND SECURITY AGREEMENT**</div>

1.   For purposes of this Schedule "B", terms shall be defined as follows:

      a.   "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.

      b.   "Commercial Purpose" or "Marketing Purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.

      c.   "Disclose" or "Disclosure" means to permit access to, or the release, transfer, or other communication of Personally Identifiable Information (as defined below) by any means, including oral, written, or electronic, whether intended or unintended.

      d.   "Education Records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.

      e.   "Eligible Student" means a student who is eighteen years or older.

      f.   "Encryption" means methods of rendering Personally Identifiable Information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

      g.   "Parent" means a parent, legal guardian, or person in parental relation to a student.

      h.   "Personally Identifiable Information," as applied to student data, means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and as applied to teacher and principal data, means personally identifiable information as such term is defined in N.Y. Education Law §3012-c (10).

      i.   "Release" shall have the same meaning as Disclosure or Disclose.

j.   "Student" means any person attending or seeking to enroll in an educational agency.

k.   "Student data" means Personally Identifiable Information from the student records of an educational agency. For purposes of this Schedule C, "student data" includes information made accessible to Vendor by OCM BOCES, OCM BOCES officers, OCM BOCES employees, OCM BOCES agents, OCM BOCES students, and/or the officers, employees, agents, and/or students of educational agencies with whom OCM BOCES contracts.

1.   "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of N.Y. Education Law §§ 3012-c and 3012-d. For purposes of this Schedule, "teacher or principal data" includes information made accessible to Vendor by OCM BOCES, OCM BOCES officers, OCM BOCES employees, OCM BOCES agents, OCM BOCES students, and/or the officers, employees, agents, and/or students of educational agencies that contract with OCM BOCES in order to access Vendor's services.

m.   "Unauthorized Disclosure" or "Unauthorized Release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

2.   Vendor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with:

a.   Applicable state and federal laws that protect the confidentiality of Personally Identifiable Information;

b.   The terms and conditions of this Agreement, including but not limited to the OCM BOCES Parents Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents Bill or Rights for Data Privacy and Security, attached hereto as Exhibit A and incorporated by reference; and

c.   Applicable OCM BOCES policies, which can be accessed on the OCM BOCES website at: https://go.boarddocs.corn/ny/ocmboces/Board.nsf/Public.

3.   Vendor may use subcontractors in fulfilling its responsibilities to OCM BOCES, its employees or agents, and/or educational agencies which contract with OCM BOCES for the provision of Vendor's services; however, as a condition precedent to assigning subcontractors to provide services hereunder, Vendor shall ensure any such subcontractors providing services have executed an agreement with Vendor that holds them to substantially similar terms and conditions as contained in this Agreement.

4.   Vendor agrees that it will disclose student data and/or teacher or principal data only to those officers or employees who need access to provide the contracted services. Vendor further agrees that any of its officers or employees who have access to Personally Identifiable Information will receive training

on the federal and state laws governing confidentiality of such data prior to receiving access to that data which shall include but not be limited to security awareness training to all staff on topics, including Personally Identifiable Information and requirements under New York State law. Training shall be conducted on an annual, new hire basis with monthly micro-learning engagements.

5.   The exclusive purpose for which Vendor is being provided access to Personally Identifiable Information is to provide training and assistance with claims of state aid for special education services. Vendor does not monitor or use customer content for any reason other than as part of providing our services.

6.   Student data and/or teacher or principal data received by Vendor shall not be disclosed, sold or used for a Commercial or Marketing Purpose.

7.   Term and Termination. This Schedule "B" between Vendor and OCM BOCES shall expire on June 30, 2026

8.   Upon expiration or termination of this agreement or the underlying Agreement without a successor agreement in place, Vendor shall assist OCM BOCES and any educational agencies that contracts with OCM BOCES for the provision of Vendor's services in exporting any and all student data and/or teacher or principal data previously received by Vendor back to OCM BOCES or the educational agency that generated the student data and/or principal data. Vendor shall thereafter securely delete or otherwise destroy any and all student data and/or teacher or principal data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data) as well as any and all student data and/or teacher or principal data maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary, or extract of the student data and/or teacher or principal data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of student data and/or teacher or principal data will be completed within 30 days of the expiration/termination of this Schedule between OCM BOCES and Vendor, and will be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. To the extent that Vendor may continue to be in possession of any de-identified data *(i.e.,* data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to OCM BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

9.   In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by OCM BOCES or the educational agency that generated the student data for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.

10.   Student data and/or teacher or principal data transferred to Vendor will be stored in electronic format on systems maintained by Vendor in a secure data center facility located in the United States, or a data facility maintained by a Board of Cooperative Educational Services. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Vendor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily be limited to disk encryption, file encryption, firewalls, and password protection.

11.   Vendor acknowledges that it has the following obligations with respect to any student data and/or teacher or principal data provided by OCM BOCES and/or the educational agencies which contract with OCM BOCES for the provision of Vendor's services, and any failure to fulfill one of these obligations set forth in New York State Education Law § 2-d and/or 8 N.Y.C.R.R. Part 121 shall also constitute a breach of its agreement with OCM BOCES:

a.   Limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of § 2-d and the Family Educational Rights and Privacy Act;

b.   Not use, sell, disclose or facilitate the use of Personally Identifiable Information, education records/and or student data for any purpose (including for a Commercial or a Marketing Purpose) other than those explicitly authorized in this Agreement;

c.   Not disclose any Personally Identifiable Information to any other party who is not an authorized representative of Vendor using the information to carry out Vendor's obligations under this Schedule, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

d.   Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Personally Identifiable Information in its custody;

e.   Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);

f.   Notify OCM BOCES, and any educational agency that contracts with OCM BOCES for Vendor's services, of any breach of security resulting in an unauthorized release of student data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but not more than seven (7) calendar days after discovery of the breach;

g. Where a breach or unauthorized release of Personally Identifiable Information is attributable to Vendor, Vendor will pay or reimburse OCM BOCES and/or any educational agencies which contract with OCM BOCES for the provision of Vendor's services for the cost of any notifications OCM BOCES and/or such other educational agencies is/are required to make by applicable law, rule, or regulation; and

h. Vendor will cooperate with OCM BOCES, any educational agency that contracts with OCM BOCES for Vendor's services, and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Personally Identifiable Information.

12. In the event of a data security and privacy incident implicating the Personally Identifiable Information of students, teachers, and/or principals of OCM BOCES or educational agencies which contract with OCM BOCES for the provision of Vendor's services:

a. Vendor has an Incident Response Policy that is established to require the creation and maintenance of a structured Incident Response Plan to guide its response to security events, incidents, and breaches of the security of Vendor's services or corporate IT infrastructure.

Security incidents are reported and monitored by Vendor. Notification of 24 hours is provided when a data breach is confirmed.

b. Vendor will notify OCM BOCES, and any educational agency that contracts with OCM BOCES for Vendor's services, of any such incident in accordance with Education Law§ 2-d, 8 N.Y.C.R.R. Part 121, and paragraph ll(f), above.

13. This Schedule, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, constitutes the entire understanding of the Parties with respect to the subject matter thereof. The terms of this SCHEDULE, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, shall supersede any conflicting provisions of Vendor's terms of service or privacy policy.

14. If any provision of this SCHEDULE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision to this SCHEDULE is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. This SCHEDULE shall be governed by the laws of the State of New York. The Parties hereto agree that exclusive venue for any litigation, action or proceeding arising from or relating to this Schedule shall lie in the state and federal courts located in Onondaga County, New York, and the Parties expressly waive any right to contest such venue for any reason whatsoever.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

VENDOR

By: *Lia M. Brooks*
_____

Name: Lia M. Brooks
Title:
    General Counsel

OCM BOCES

By: *Suzanne Slack*
_____

Name: Suzanne Slack
Title: Assistant Superintendent for Administration

EXHIBIT A: PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

This Exhibit A is part and parcel to the Data Privacy and Security Agreement dated October 15, 2025, by and between Zeam ("Vendor") and the Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

OCM BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, OCM BOCES wishes to inform the community of the following:

1. A student's Personally Identifiable Information (PII) cannot be sold or released for any commercial or marketing purposes.

2. Parents have the right to inspect and review the complete contents of their child's education record. 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.

3. State and federal laws protect the confidentiality of 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.govfirs/sirs/documentation/NYSEDstudentData.xlsx, or parents 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 OCM BOCES/CNYRIC about possible privacy breaches of student data by OCM BOCES/CNYRICs third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to: OCM BOCES, PO Box 4754, Syracuse, NY 13221. Phone: 315-433-2600; e-mail: cviggiano@ocmboces.org.

6. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email: CPO@mail.nysed.gov.

Supplemental Information to Parents Bill or Rights for Data Privacy and Security:

1. The exclusive purpose for which Vendor is being provided access to Personally Identifiable

2. Information is to provide training and assistance with claims of state aid for special education services. Vendor does not use Personally Identifiable Information for any reason other than as part of providing our services.

3. Student data and/or teacher or principal data received by Vendor, or by any assignee of Vendor, will not be sold or used for marketing purposes.

4. Vendor agrees that any of its officers or employees who have access to Personally Identifiable Information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data which shall include but not be limited to security awareness training to all staff on topics, including Personally Identifiable Information and requirements under New York State law. Training shall be conducted on an annual, new hire basis with monthly micro-learning engagements.

5. The Agreement between Vendor and OCM BOCES for application programming interface and data exchange services expires on June 30, 2026 and shall automatically renew for one (1) year successor terms unless terminated by the Parties in accordance with the terms of the Agreement. Upon expiration or termination of the Agreement, without a successor agreement in place, Vendor will assist OCM BOCES in exporting any and all student data and/or teacher or principal data previously received by Vendor back to OCM BOCES. Vendor will thereafter securely delete any and all student data and/or teacher or principal data remaining in its possession (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data), as well as any and all student data and/or teacher or principal data maintained on its behalf of in secure data center facilities. Vendor will ensure that no copy, summary, or extract of the student data and/or teacher or principal data, or any related work papers, are retained on any storage medium whatsoever by Vendor or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of student data and/or teacher or principal data will be completed within thirty (30) days of the expiration of the Agreement between BOCES and Vendor. To the extent that Vendor may continue to be in possession of any de-identified data *(i.e.,* data that has had all direct and indirect identifiers removed), they/it will not attempt to re-identify de-identified data and will not transfer de-identified data to any party.

6. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the OCM BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.

7. Student data and/or teacher or principal data transferred to Vendor will be stored in electronic format on systems maintained by Vendor in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Vendor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

8.   Any student data and/or teacher or principal data possessed by Vendor will be protected using encryption technology while in motion, in its custody and at rest.

Acknowledged and agreed to by Vendor:

Signature: _Lia M. Brooks_____

Name: ___Lia M. Brooks_____

Title: ___General Counsel_____

Date: ___01 / 07 / 2026_____

<center>**Schedule "C"**</center>

<center>**Insurance Requirements**</center>

This Schedule "C" is part and parcel to the Vendor Agreement dated October 15, 2025, by and between Zearn ("Vendor") and Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of OCM BOCES as an additional insured on the Vendor's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming OCM BOCES as an additional insured shall:

    a. Be an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State; and
    b. State that the Vendor's coverage shall be primary coverage for OCM BOCES, its Board, employees and volunteers.

3. OCM BOCES shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with OCM BOCES.

4. The Vendor agrees to indemnify OCM BOCES for any applicable deductibles.

5. Required Insurance:

    a. **Commercial General Liability Insurance**
        $1,000,000 per occurrence/ $2,000,000 aggregate.
    b. **Workers' Compensation and N.Y.S. Disability**
        Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
    c. **Professional Errors and Omissions Insurance**
        $2,000,000 per occurrence/ $2,000,000 aggregate for the professional acts of the Vendor performed under the contract for OCM BOCES. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
    d. **Excess Insurance**
        On a "Follow-Form" basis, with limits of $3,000,000 each occurrence and aggregate.

6. Vendor acknowledges that failure to obtain such insurance on behalf of OCM BOCES constitutes a material breach of contract. The Vendor is to provide OCM BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.