

**CONFIDENTIALITY AND
DATA SECURITY AND PRIVACY
STANDARDS AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is made by and between **Transfinder Corporation** (hereinafter "TRANSFINDER"), having its principal place of business at 440 State Street, Schenectady NY, and Kewanee School Dist, #229 (hereinafter "SCHOOL DISTRICT"), with offices at 1001 North MAIN ST. KEWANEE, IL 61443. TRANSFINDER and SCHOOL DISTRICT are collectively referred to herein as "the Parties."

WHEREAS, TRANSFINDER has agreed to provide SCHOOL DISTRICT with certain software and/or software-related services (hereinafter "Services") according to a contract dated 7 / 12 / 2021 (hereinafter the "Service Agreement");

WHEREAS, in order to provide the Services described in the Service Agreement, SCHOOL DISTRICT may provide, and TRANSFINDER may receive, store or process data that is covered by federal statutes, including, but not limited to, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6506, and the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h;

WHEREAS, the data provided by SCHOOL DISTRICT, and received, stored or processed by TRANSFINDER, may also be subject to state student privacy laws.

WHEREAS, the Parties desire to fulfill their respective obligations under all applicable federal laws and state laws with respect to such data.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

guardian of a student, or other person or entity designated by such student, parent or guardian, authorized to receive data relating to such student.

2. DATA OWNERSHIP AND USE

2.1 Ownership of Data. All data transmitted to TRANSFINDER by the SCHOOL DISTRICT pursuant to the Service Agreement is and will continue to be the property of and under the control of SCHOOL DISTRICT. TRANSFINDER further acknowledges and agrees that all copies of such data transmitted to TRANSFINDER, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data as provided by SCHOOL DISTRICT shall remain the sole and exclusive property of the SCHOOL DISTRICT.

2.2 TRANSFINDER Materials. TRANSFINDER retains all rights, title and interest in and to any and all intellectual property associated with the Services it provides, including but not limited to, TRANSFINDER's software, materials, tools, forms, documentation, and training and implementation materials (hereinafter the "TRANSFINDER Materials"). TRANSFINDER grants to SCHOOL DISTRICT a personal, nonexclusive license as set forth in the Service Agreement to use the TRANSFINDER Materials for its own non-commercial, incidental use.

2.3 Use of Data. Data provided to TRANSFINDER shall be used exclusively in or in support of TRANSFINDER's Services and/or applications. DII may be used by TRANSFINDER only for the purposes of development, product improvement, to demonstrate market product effectiveness, or research as any other member of the public or party would be able to use DII pursuant to 34 CFR 99.31(b). TRANSFINDER agrees not to attempt to re-identify DII and not to transfer DII to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to SCHOOL DISTRICT who has provided prior written consent for such transfer. TRANSFINDER shall not copy,

any of the Data provided to or created by TRANSFINDER pursuant to the Service Agreement, TRANSFINDER shall refer the parent or individual to SCHOOL DISTRICT, who will follow the necessary and proper procedures regarding the requested information.

- (c) Subcontractors. TRANSFINDER shall enter into written agreements with all Subcontractors performing functions pursuant to the Service Agreement, such that the Subcontractors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this Agreement. Subcontractors shall agree to the provisions of this Agreement regarding governing law, venue, and jurisdiction.

3.2 Security. TRANSFINDER acknowledges that it may receive and/or come into contact with PII from records maintained by SCHOOL DISTRICT.

TRANSFINDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that PII is safeguarded in accordance with applicable laws and regulations. TRANSFINDER understands and agrees that it is responsible for complying with all relevant federal and state data security and privacy standards for all PII from education records, and it shall:

- (a) limit internal access to PII to those individuals that are determined to have legitimate educational interests;
- (b) not use the PII any purposes other than those explicitly authorized in this Agreement and the Service Agreement;
- (c) except for authorized representatives of a third-party contractor to the extent necessary to carry out the contract, not disclose any PII to any Third Party:
 - (i) without the prior written consent of the parent, guardian or eligible student; or
 - (ii) unless required by statute, agency or court order and the party provides notice of the disclosure to the SCHOOL DISTRICT,

- privacy and security, which may include FERPA, COPPA, PPRA, as well as all other applicable state laws and regulations; and
- (ii) its officers, employees, agents, and/or assignees who have access to PII have received or will receive training on applicable federal and state law governing confidentiality of such data prior to receiving access to PII.
- (b) SCHOOL DISTRICT agrees that:
- (iii) Data shall be provided for the purposes of the Service Agreement in compliance with applicable state and federal laws and regulations pertaining to data privacy and security, including but not limited to, FERPA, COPPA, PPRA, and the regulations promulgated thereunder, and all other applicable state laws and regulations; and
 - (iv) it shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and Data.

4. BREACH AND LIABILITY

4.1 Breach. When TRANSFINDER becomes aware of a Security Breach concerning any PII received or created pursuant to the Service Agreement and covered by this Agreement, TRANSFINDER shall provide written notification to SCHOOL DISTRICT within seventy-two (72) hours and advise it as to the nature of the breach and steps TRANSFINDER has taken, is taking, or will take to minimize said Security Breach. If the incident involves criminal intent, then TRANSFINDER will follow direction from the law enforcement agencies properly investigating the case. TRANSFINDER further agrees to the following:

- (a) The Security Breach notification to SCHOOL DISTRICT shall be written in plain language, and address the following:
 - (i) a list of the types of PII that were or are reasonably believed to have been the subject of a Security Breach; and

using approved methods of electronic file destruction. The Parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement until all Data has been securely destroyed.

5.3 Governing Law, Venue, and Jurisdiction. The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Each Party consents and submits to the sole and exclusive jurisdiction of the state and federal courts sitting in New York for any dispute arising out of or relating to this Agreement. Any litigation or claim brought by a Party relating in any way to this Agreement may be brought only in the Supreme Court of the State of New York for the County of Schenectady or in the United States District Court for the Northern District of New York.

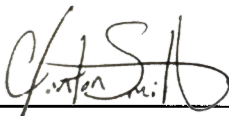
6. MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any specific instance, and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. This Agreement is binding upon, and is for the benefit of, the Parties and their successors and assigns.

6.2 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

TRANSFINDER

By: 

Date: 7/12/2021


Printed Name: Clinton Smith

Title: Director of Support Services

Address for Notice Purposes:

440 State Street, Schenectady NY 12305

SCHOOL DISTRICT

By: 

Date: 7/12/21

Printed Name: MIKE PENNA

Title: IT DIRECTOR

Address for Notice Purposes:

1001 North MAIN ST.

KEWANEE, 21 601443