

## EXHIBIT D

### DATA SHARING AND CONFIDENTIALITY AGREEMENT

#### INCLUDING PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY AND SUPPLEMENTAL INFORMATION ABOUT THE MLSA

#### 1. **Purpose**

- (a) This Exhibit supplements the Master License and Service Agreement (“MLSA”) to which it is attached, to ensure that the MLSA 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 Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES’ Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES’ website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor 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 MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

#### 2. **Definitions**

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) “Student Data” means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (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 Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product.

- (d) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor’s Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor’s Product pursuant to the MLSA to support its own educational programs or operations.

### 3. **Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES’s policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor’s continued compliance with Section 2-d.

### 4. **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES’ Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor’s Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES’ data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor’s policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: [See attachment at end of document]
- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES’ “Supplemental Information about the MLSA” below.

- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor \_\_\_\_\_ will   X   will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

## 5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
  - (i) the parent or eligible student has provided prior written consent; or

- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

## 6. **Notification of Breach and Unauthorized Release**

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the

incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

**EXHIBIT D (CONTINUED)****PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, 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.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

**BY THE VENDOR:**

**Signature**
 \_\_\_\_\_  
**Solomon Menashi**  
**Printed Name**

 \_\_\_\_\_  
**CEO**  
**Title**

 \_\_\_\_\_  
**1/17/2023**  
**Date**

**EXHIBIT D (CONTINUED)**

## SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT  
BETWEEN  
ERIE 1 BOCES AND *BLOCKSCAD INC*

Erie 1 BOCES has entered into a Master License and Service Agreement (“MLSA”) with *BlocksCAD Inc* which governs the availability to Participating Educational Agencies of the following Product(s):

*BlocksCAD for Education*

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

**Exclusive Purpose for which Protected Data will be Used:** The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

**Oversight of Subcontractors:** In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by

**Duration of MLSA and Protected Data Upon Expiration:**

- The MLSA commences on January 15, 2023 and expires on June 30, 2026.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.



- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

**Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

**Data Storage and Security Protections:** Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

**Encryption of Protected Data:** Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.



## **BlocksCAD Privacy Policy**

BlocksCAD knows that privacy is important to you - it's important to us, too. We wrote this Privacy Policy to explain what information we collect through our website (www.blockscad3d.com) (the "Site"), how we use, process, and share it, and what we're doing to keep it safe. It also tells you about your rights and choices with respect to your information, and how you can contact us if you have any questions or concerns.

### **IMPORTANT NOTICE FOR SCHOOL USERS**

If you are using BlocksCAD or have a BlocksCAD account in connection with a school you are affiliated with, this Privacy Policy does not govern how your school might collect, use, or disclose student information. Please consult with your school for more information about their privacy practices. In addition, student information may be shared with the school or school district. Your school may choose to share, and we may share at their request, student information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

#### **1. What personal information does BlocksCAD collect?**

For the purpose of this Privacy Policy, "Personal Information" means any information relating to an identified or identifiable individual. We obtain Personal Information relating to you from various sources described below.

#### **Account Information**

In order to save projects, use BlocksCAD for Education Activities, share projects, or post comments, you need a BlocksCAD account. During account creation, we ask you for a username (or display name for Google Sign In accounts), your country, birth month and year, gender, and your email address (or your parent or guardian's email address if you are under 14 years old). We ask that you select a username (or display name) that does not disclose your real name or other information that could identify you. Other users can see your username (or display name) and country, but not your age, gender, or email address. If your account was generated by your school, we collect the information from your school, district and/or their administrators.

#### **User-generated Content**

We collect any information that you provide to us when you create BlocksCAD projects (including unshared projects), write comments, or post on our forums.

#### **Communications**

If you contact us directly, we may receive additional information about you. For example, when you contact Customer Support, we may receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

**Personal Information We Collect Automatically From Your Use of the Site**

When you use BlocksCAD, we and our third-party service providers collect information about you and your device through automated means, such as cookies and web server logs. By using BlocksCAD, you consent to the placement of cookies and similar technologies in your browser in accordance with this Privacy Policy. The information collected in this manner includes your IP address, network location, what browser you are using, device IDs and characteristics, operating system version, language preferences, referring URLs, and information about the usage of our site.

We use this information, for example, to ensure that the site functions properly, to determine how many users have visited certain pages, or to prevent fraud. We use IP address information to derive your approximate location. We also work with analytics providers, such as Google Analytics, which use cookies and similar technologies to collect and analyze information about use of the site and report on activities and trends. These services may also collect information about the use of other websites, apps, and online resources. You can learn more about Google's practices by going to <https://www.google.com/policies/privacy/partners/>.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>. If, however, you do not accept cookies, you will notice inconveniences related to using BlocksCAD functions, particularly with regard to staying logged in.

**2. How does BlocksCAD use my personal information?****Internal and Service-Related Usage**

We use Personal Information for internal and Site-related purposes, including to operate, provide, and maintain the Site.

**Analytics and Improving the Site**

We and our service providers use Personal Information that we collect on the Site, such as your location and your activities on the Site, to monitor and analyze usage of the Site and to improve and enhance the Site.

**Communications**

We may send emails to an email address you provide to us for customer-service or technical-support purposes, to send you information about topics or content that we think may interest you, or updates about the latest developments or features on the Site.

**Aggregate Data**

We may de-identify and aggregate information collected through the Site for statistical analysis and other lawful purpose, including research to improve our understanding of how people learn with BlocksCAD. The results of this research may shared with educators and researchers through conferences, journals, and other publications.

**Legal**

We may use your Personal Information to enforce our Terms of Use, to defend our legal rights, and to comply with our legal obligations and internal policies.

If you are located in the European Economic Area, we only process your Personal Information based on a valid legal ground, including when:

You have consented to the use of your Personal Information;

We need your Personal Information to provide our services, including for account registration, to respond to your inquiries, or for customer support;

We have a legal obligation to use your Personal Information; or

We or a third party have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information to personalize our services and provide you with tailored content, conduct business analytics, and otherwise improve the safety, security, and performance of our Site.

We only rely on our or a third party's legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

**3. How Does BlocksCAD Share my Personal Information?**

We disclose information that we collect through the Site to third parties in the following circumstances:

With your school or school district at their request (school users only).

To third-party service providers who provide services such as website hosting, data analysis, information technology and related infrastructure provisions, email delivery, purchase processors, and other services.

We may also disclose your Personal Information with your permission, which can be sought in various ways, including "opt-in" prompts on the Site to access certain services.

In connection with, or during negotiation of, any merger, sale, joint venture, bankruptcy, transfer, or other disposition of all or any portion of our organization or assets, user information could transfer to another entity.

You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

If required to do so by law or in the good faith belief that such action is appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, such as school, school districts, and law enforcement, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

We will not share your personal information in any way other than in connection with providing Site services, as directed by a teacher, parent/legal guardian, school, or upon obtaining your consent. We will not disclose your personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose user information (whether personal information or otherwise) for behavioral targeting of advertisements. We do not sell user personal information.

#### **4. Your Rights and Choices**

##### **Updating Your Information**

You can update your password, email address, and country through the My Profile page. You cannot change your username, but you can make a new account and manually copy your projects to the new account.

If you want to delete your account, login to BlocksCAD, and then click your username in the top right-hand corner. Select "My Profile," then click the "Delete Account" button at the bottom left of the page. Deleting your account removes your Account Information from our system, but some user created project data will still remain on our servers (hidden from public view) for

some time. If you want to have all of your information removed from our servers, please contact [info@blockscad3d.com](mailto:info@blockscad3d.com) for assistance.

### **Marketing Communications**

If you decide at any time that you no longer wish to receive marketing communications from us, please follow the unsubscribe instructions provided in any of the communications. You may also opt out from receiving email from us by sending your request to us by email at [info@blockscad3d.com](mailto:info@blockscad3d.com). Please be aware that, even after you opt out from receiving marketing communications from us, you may continue to receive administrative messages from us regarding the Site.

### **Your Data Protection Rights (EEA)**

In certain jurisdictions, you have the right to request access and receive information about the Personal Information we maintain about you, to update and correct inaccuracies in your Personal Information, to restrict or object to the processing of your Personal Information, to have the information blocked, anonymized, or deleted, as appropriate, or to exercise your right to data portability to easily transfer your Personal Information to another company. Those rights may be limited in some circumstances by local law requirements. In addition to the above-mentioned rights, you also have the right to lodge a complaint with a competent supervisory authority subject to applicable law.

Where required by law, we obtain your consent for the processing of certain Personal Information collected by cookies or similar technologies, or used to send you direct marketing communications, or when we carry out other processing activities for which consent may be required. If we rely on consent for the processing of your Personal Information, you have the right to withdraw it at any time and free of charge. When you do so, this will not affect the lawfulness of the processing before your consent withdrawal.

To update your information, ask us to remove your information from our mailing lists, or submit a request to exercise your rights under applicable law, please contact us as specified in the “How to Contact Us” section below.

## **5. Data Retention**

We take measures to delete your Personal Information or keep it in a form that does not allow you to be identified when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the retention period, we take into account various criteria, such as the type of services requested by or provided to you, the nature and length of our relationship with you, possible re-enrolment with our services, the impact on the services we provide to you if we delete some information from or about you, mandatory retention periods provided by law and the statute of limitations.

## **6. How does BlocksCAD protect my personal information?**

BlocksCAD uses a combination of administrative, physical, and technical procedures in order to protect the information we collect on the BlocksCAD website against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Information in our possession. Despite all our efforts, no security system is impenetrable. We cannot completely guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

## **7. Notifications of changes to the Privacy Policy**

This Privacy Policy is periodically reviewed, and we may modify our policies as appropriate. If we make material changes, we will notify you through the Site or by sending you an email or other communication. We encourage you to review our Privacy Policy on a regular basis. The “Last Updated” date at the top of this page indicates when this Privacy Policy was last revised. Your continued use of the Site following these changes means that you accept the revised Privacy Policy.

## **8. International Cross-Border Data Transfer**

BlocksCAD is based in the United States. Personal Information that we collect may be transferred to, and stored at, any of our affiliates, partners, or service providers which may be inside or outside the European Economic Area, including the United States. By submitting your personal data, you agree to such transfers.

## **9. Children's Online Privacy Protection Act**

Congress has enacted a law called the Children's Online Privacy Protection Act of 1998 (COPPA) which is designed to protect children's privacy during use of the Internet. BlocksCAD complies with this law, and never knowingly requests personally identifiable information from anyone under the age of 13 without parental or educator consent. BlocksCAD does not share information about children under 13 with third parties. If you are a parent, legal guardian, or educator of a user under 13 you may, at any time, revoke your consent to allow a student to use a BlocksCAD account under your subscription, refuse to allow BlocksCAD to further use or collect a student's personal information, or direct BlocksCAD to delete all identifiable information regarding a child/student that you have provided. To do so, please contact us at the contact information below. If you would like more information about COPPA, please go to <http://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>.

## **10. The Family Educational Rights and Privacy Act**

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. BlocksCAD is fully compliant with FERPA. Specifically:

1. Any sensitive online information is transmitted over secure channels.
2. All student data are stored in ways that are not publicly accessible.
3. Security audits are regularly performed to ensure data integrity.

BlocksCAD does not share student information with any third parties. If you would like more information about FERPA, please go to <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

## **11. What can I do to help protect privacy on BlocksCAD?**

Please do not share personal contact information (such as your name, physical address, email address, or phone number) in projects, comments, or forum posts. It is also important that you maintain the security and control of your account credentials, and not share your password with anyone.

## **12. Contact Us**

If you have any questions about this Privacy Policy, or if you would like to exercise your rights to your Personal Information, you may contact us at **info@blockscad3d.com**, via mail at:

BlocksCAD, Inc.  
ATTN: Privacy Policy  
25 Adams Street,  
Burlington MA 01803

Or by phone at 617-863-7223.