

DATA PRIVACY AGREEMENT

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

1. **Purpose**

(a) This Data Privacy Agreement (DPA) between KAJEET, Inc. ("KAJEET"), and Albany-Schoharie-Schenectady-Saratoga BOCES (BOCES) is intended to ensure that KAJEET conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Agreement consists of the terms of this DPA, a copy of BOCES Parents Bill of Rights for Data Security and Privacy signed by KAJEET and the Supplemental Information about KAJEET that is required to be posted on BOCES website.

(b) In the event that KAJEET has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product and to the extent that any term of the TOS conflicts with the terms of this DPA, the terms of this DPA will apply and be given effect.

2. **Definitions**

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that KAJEET receives from a Participating Educational Agency pursuant to the DPA.

(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 KAJEET receives from a Participating Educational Agency pursuant to the DPA.

(c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to KAJEET's Product.

(d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through BOCES, and as a result is licensed to use KAJEET's Product.

3. **Confidentiality of Protected Data**

(a) KAJEET acknowledges that the Protected Data it receives pursuant to the DPA 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) KAJEET 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 BOCES policy on data security and privacy, available at: <https://go.boarddocs.com/ny/crboces/Board.nsf/Private?open&login#>

4. **Data Security and Privacy Plan**

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

Additional elements of KAJEET'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 DPA, consistent with BOCES data security and privacy policy, KAJEET will handle all data classified as private in accordance with its "Information Classification Policy"

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the DPA, KAJEET will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the DPA: Kajeet will apply all guidelines documented and communicated in its security awareness training program, its Firewall, Servers Security and IT acceptable use policies, aligned to the NIST Cybersecurity framework.

(c) KAJEET will comply with all obligations set forth in BOCES "Supplemental Information about the DPA" 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, KAJEET has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Kajeet maintains a "Security Awareness Training Policy" that contains orientation training and annual ongoing training for all employees and subcontracted agencies with access to KAJEET production systems.

(e) KAJEET [*check one*] will ___ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the DPA. In the event that KAJEET engages any subcontractors, assignees, or other authorized agents to perform its obligations under the DPA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in BOCES "Supplemental Information about the DPA," below.

(f) KAJEET will manage data security and privacy incidents that implicate Protected Data, including identify breaches and unauthorized disclosures, and KAJEET will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this DPA.

(g) KAJEET will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the DPA is terminated or expires, as more fully described in BOCES "Supplemental Information about the DPA," below.

5. Additional Statutory and Regulatory Obligations

KAJEET 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 DPA and the terms of this DPA:

(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 KAJEET in fulfilling one or more of its obligations under the KAJEET DPA.

(c) Not use education records for any purposes other than those explicitly authorized in this DPA.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of KAJEET using the information to carry out KAJEET's obligations under the DPA, 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 BOCES "Supplemental Information about the DPA," below.

(g) Provide notification to BOCES and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this DPA of any breach of security resulting in an unauthorized release of Protected Data by KAJEET 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 BOCES, another BOCES, or a Participating School District for reasonable costs 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 KAJEET or its subcontractors or assignees.

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

(a) KAJEET shall promptly notify 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 KAJEET has discovered or been informed of the breach or unauthorized release.

(b) KAJEET will provide such notification to BOCES by contacting Data Protection Officer directly by email at Michele.jones@neric.org or by calling (518) 464-5139 (office).

(c) KAJEET will cooperate with BOCES and provide as much information as possible directly to the Data Protection Officer or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date KAJEET 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 KAJEET 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 KAJEET representatives who can assist affected individuals that may have additional questions.

(d) KAJEET acknowledges that upon initial notification from KAJEET, BOCES, as the educational agency with which KAJEET contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). KAJEET shall not provide this notification to the CPO directly. In the event the CPO contacts KAJEET directly or requests more information from KAJEET regarding the incident after having been initially informed of the incident by BOCES, KAJEET will promptly inform the Data Protection Officer or designees.

(e) KAJEET will consult directly with the Data Protection Officer or 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.

7. **Opt-In Agreement for other School Districts and/or BOCES**

Any school district or BOCES within New York State may bind itself and KAJEET to the terms of this DPA by opting into the terms of this DPA and informing Capital Region BOCES of its desire to do so in writing on a form prepared by Capital Region BOCES titled "Opt-In Agreement" (the "Opt-In Agreement"). This Opt-In Agreement has been negotiated and approved by both KAJEET and the Capital Region BOCES for use by other school districts or BOCES that choose to opt-in to the terms of the DPA and are eligible to do so. KAJEET's recourse in the event of a breach of this DPA by any school district or other BOCES shall be limited to recourse against the breaching District or BOCES and shall not extend to any other District or BOCES, including the Capital Region BOCES.

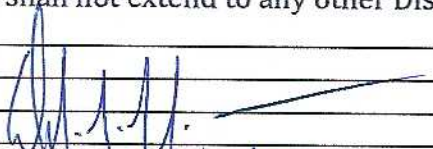
Kajeet Inc.	
Sign:	
Name:	David J.W. Neal
Title:	CEO & Founder
Date:	6 Aug 2020

Exhibit A

PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Albany-Schoharie-Schenectady-Saratoga BOCES (BOCES) is committed to protecting the privacy and security of Student Personal Information (as defined in the Additional Terms) about Students who attend BOCES instructional programs in accordance with applicable law, including New York State Education Law Section 2-d.

To further these goals, BOCES wishes to inform parents of the following:

(1) A student's personally identifiable information cannot be sold or made public for any commercial purposes.

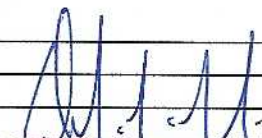
(2) Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the BOCES. This right of inspection of records maintained by the BOCES is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect or review any data in their child's educational record maintained by the BOCES. BOCES shall make such educational records available to parents upon request.

Requests to inspect and review a child's educational record should be directed to: Data Protection Officer, michele.jones@neric.org, 900 Watervliet-Shaker Road, Albany, NY 12205.

(3) State and federal laws protect the confidentiality of Student Personal Information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, password protection, and/or equivalent, must be in place when Student Personal Information is stored or transferred.

(4) A complete list of all student data elements collected by the State is maintained by the State for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, 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 Personal Information addressed. Complaints may be directed to the NYS Chief Privacy Officer by writing to the New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

Kajeet Inc.	
Sign:	
Name:	David S.W. Neal
Title:	CEO & Founder
Date:	6 Aug 2020

SUPPLEMENTAL INFORMATION

ABOUT THE AGREEMENT BETWEEN
Albany-Schoharie-Schenectady-
Saratoga BOCES AND KAJEET

BOCES has entered into a data privacy agreement (“DPA”) with KAJEET (“KAJEET”), which governs the availability to Participating Educational Agencies of the following Product(s):

Education Broadband Network Services; Cloud SaaS Platform, Network Security, Connected Devices

Pursuant to the DPA, Participating Educational Agencies may provide to KAJEET, and KAJEET may 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 KAJEET is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. KAJEET agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the DPA. Protected Data received by KAJEET, or any of KAJEET’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 KAJEET engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the DPA (including any hosting service provider), it will require those to whom it discloses Protected Data to provide written acknowledgement of obligations under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of KAJEET under the DPA and applicable state and federal law. KAJEET will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements via periodic reviews and security audits.

Duration of DPA and Protected Data Upon Expiration:

- The DPA commences on the date of execution for an initial term of 12 months and shall automatically renew each month thereafter unless terminated by BOCES or KAJEET with 30 days written notice. Upon expiration of the DPA without renewal, or upon termination of the DPA prior to expiration, and upon request by the BOCES or a Participating Educational Agency KAJEET will securely delete or otherwise destroy any and all Protected Data remaining in the possession of KAJEET or its assignees or subcontractors. If requested by a Participating Educational Agency, KAJEET will assist that entity in exporting all Protected Data previously received for its own use, prior to deletion.
- At BOCES request, KAJEET will cooperate with BOCES as necessary in order to transition Protected Data to any successor KAJEET(s) prior to deletion.
- KAJEET agrees that it and its subcontractors, assignees, or other authorized agents will take reasonable steps to ensure any copy, summary or extract of the Protected Data, or any de-identified Protected Data, is deleted. Upon request, KAJEET and/or its subcontractors, assignees, or other authorized agents will provide 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 KAJEET, 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 Annual Professional Performance Review ("APPR") data provided to KAJEET by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data KAJEET receives will be stored on systems maintained by KAJEET, or by a subcontractor under the direct control of KAJEET, in a secure data center facility located within the United States. The measures that KAJEET 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: KAJEET (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion, 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. Kajeet will mitigate risks to data at rest by encrypting at the time of back up and isolating the network the data resides on. Kajeet will only allow connections into the network the data resides on from trusted resources on limited ports.

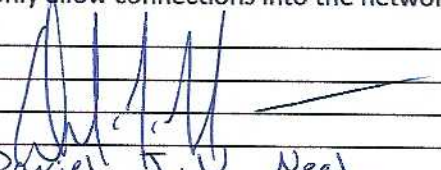
Kajeet Inc.	
Sign:	
Name:	Daniel J. W. Neal
Title:	CEO & Founder
Date:	6 Aug 2020

Exhibit C

New York Participation Agreement

Between
Kajeet Inc.

and

[New York Participating School]

Effective Date: _____

This New York Participation Agreement ("Participation Agreement") is entered into by and between KAJEET Inc. ("KAJEET") and [New York Participating School] located at _____, New York _____ ("Participating School").

Whereas, KAJEET and Albany-Schoharie-Schenectady-Saratoga BOCES have entered into a Data Protection Agreement effective as of the date of execution by both parties, as mutually agreed upon by both parties (the "DPA");

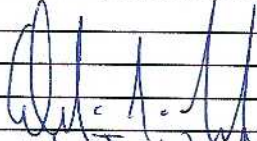
Whereas, the parties to this Participation Agreement desire to participate in and enjoy the benefits of the DPA and Albany-Schoharie-Schenectady-Saratoga BOCES; and

Whereas, the parties desire to establish terms and conditions under which such participation would occur.

Now therefore, in consideration of the mutual promises and covenants contained in this Participation Agreement, the parties agree as follows:

1. **Data Privacy Agreement:** This Participation Agreement incorporates the terms and conditions of the Data Privacy Agreement Terms, as modified in this Participation Agreement. Albany-Schoharie-Schenectady-Saratoga BOCES shall not be liable for the performance, acts or omissions of Participating School. Except as otherwise set forth in this Participation Agreement, KAJEET and Participating School have all of the rights and obligations under the DPA.
2. **Authority:** Participating School represents and warrants that it has the full power, legal capacity and authority to enter into and perform its obligations under this Participation Agreement and that the individual signing this Participation Agreement on its behalf has been duly authorized and empowered to enter into this Participation Agreement.
3. **Order of Precedence:** Notwithstanding any provision to the contrary in the DPA, in the event of a conflict between the provisions of the DPA and the provisions of this Participation Agreement, the provisions of this Participation Agreement shall have precedence over the provisions of the DPA for purposes of this Participation Agreement only.
4. **Term.** This Participation Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with the terms of the DPA Terms or this Participation Agreement, continue until the expiration or termination of the DPA.

In Witness Whereof, the parties have executed this Participation Agreement by their duly authorized representatives as of the Effective Date. This Participation Agreement will be void and null without the signature of KAJEET.

Kajeet Inc.	[Participating School]
Sign: 	Sign:
Name: Daniel J. W. Neal	Name:
Title: CEO & Founder	Title:
Date: 6 Aug 2020	Date: