1. United States With respect to Authorized Users in the United States, the following provisions shall apply:

1.1 Definitions
As used in this Data Protection Addendum, Capitalized words have the meaning set forth in Exhibit A of the Terms of Service or as otherwise expressly defined in this Data Protection Addendum. The following terms have the meanings set forth below for purposes of this Data Protection Addendum.

"Data Protection Legislation" means applicable federal, state, local, and municipal laws and regulations in the United States that relate to the privacy, data protection or data security of Customer Personally Identifiable Information, including but not limited to, and to the extent applicable, the Children's Online Privacy Protection Act, 15 U.S C § 6501, et seq., and its implementing regulations, 16 C.F.R. Part 312 (together, 'COPPA") and the Family Educational Rights and Privacy Act. 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA").

"Personally Identifiable Information" or "PII" means information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual that is provided to Renaissance in connection with providing the Products to the Customer including, but not limited to, the following:

- Any information that can be used to identify an individual, such as full name and date of birth;
- Any other information that is linked to an individual such as educational information.

For the avoidance of doubt, PII is a subset of Customer Data.

"Process, Processes, Processing" shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be the means by which Renaissance collects, uses, stores, discloses, or transfers Customer PII.

1.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Customer PII under the Agreement.

1.3 Notices and Consents. Customer shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Authorized Users (or such Authorized User's parent or guardian, as applicable) (a) to allow Renaissance to Process the Customer PII and as otherwise described in the Agreement and (b) for Renaissance to Process the Customer PII as described herein and in the Notice of Renaissance's Practices Relating to Children's Online Privacy located here (collectively, the "Notices and Consents'). Customer represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.

1.4 Details of Processing. Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy located here sets out certain information regarding Renaissance's Processing of Customer PII of children under 13. For the purposes of this DPA, the Processing activities described in Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy also apply to Customer PII from Authorized Users of all ages. Customer acknowledges and agrees that Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy, including the Categories of Data Collected by Products available here is subject to change from time to time to remain current. Renaissance will not make material changes to the Notice of Renaissance's Practices Relating to Children's Online Privacy without prior notice to Customer.

1.5 Renaissance Obligations.

a. Renaissance shall implement. maintain, and use reasonable technical and organizational measures that are designed to preserve the confidentiality and availability of all Customer PII Processed by Renaissance via the Products. Renaissance's technical and organizational measures, as set forth in Renaissance's Information Security Overview, are available upon request.

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Customer has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art. the costs of implementation, nature, scope, context and purposes of the processing of Customer PII hereunder.

b. Renaissance shall take reasonable steps to ensure the reliability and integrity of any employees who have access to the Customer PII and ensure that employees are under a duty of confidentiality with respect to their Processing of the Customer PI I.

c. Renaissance engages certain third-party entities to Process the Customer Data on Renaissance's behalf ("Sub-processors"). Renaissance shall enter into a written contract with each Sub-processor containing terms that offer substantially similar levels of data protection obligations and protection for Customer PII as those set out in this Section. Renaissance shall be liable for all acts and omissions of any Sub- processor to the extent Renaissance would be if they were Renaissance's acts or omissions. Customer consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement. Customer acknowledges and agrees that the list of Sub-processors available here may be updated from time to time. Renaissance shall make reasonable effort to inform Customer of any changes to the Sub-processors by posting updates on its privacy hub available here.

d. If Renaissance becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Customer PII (a "Security Incident"), Renaissance shall inform Customer, within a reasonable amount of time, taking into account the timescales required by Data Protection Legislation. with respect to the Security Incident. Renaissance will provide reasonable information, cooperation, and updates of material developments to enable Customer to fulfill any data breach reporting obligations it may have under Data Protection Legislation. However, Renaissance's provision of information and cooperation shall be at Customer's cost and expense to the extent any Security Incidents were caused by Customer or its Authorized Users. Renaissance may take such other measures as it deems appropriate to mitigate the effects of the Security Incident.

1.6 Data Subject Inquiries. Customer shall be solely responsible for responding to and fulfilling any inquiries from Authorized Users and other data subjects (collectively, "Data Subjects") regarding their PII in connection with the Processing under this Agreement. including any requests to exercise their rights under applicable Data Protection Legislation, and Customer shall handle all Data Subject's inquiries in accordance with applicable Data Protection Legislation. Customer understands that Renaissance is not required to take any action in response to any requests from Data Subjects except to notify such Data Subjects to contact Customer. Authorized Users may review, obtain a copy of, and amend their own PII by contacting the Customer and following the Customer's procedures for amending PII. To the extent the Customer cannot obtain a copy of, delete, or amend the Customer PII directly within the Product, the Customer may contact Renaissance and Renaissance will provide a copy of, delete, or amend such Data Subject's PII in accordance with Customer's instructions. To the extent Customer is unable to directly service the Data Subject's request via functionality within the Products, and to the extent legally permitted, Customer shall be responsible for reasonable costs arising out of Renaissance's provision of assistance with Customer's Data Subject request. Customer shall indemnify, defend, and hold harmless Renaissance and its affiliates, subsidiaries, successors and assigns (and the officers, directors, employees, sublicensees, customers, and agents of Renaissance and its affiliates, subsidiaries, successors, and assigns), from and against any and all losses, demands, liabilities, damages, fines, settlements, expenses, and costs (including without limitation reasonable attorneys' fees and costs), arising from, in connection with, Renaissance complying with Customer's instructions under this Agreement.

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1.7   Authorized Disclosure of Customer PII.

   a.   At the request of Customer, Customer acknowledges and agrees that Renaissance may provide Customer PII. to Third-Party Services or other entities to whom Customer requests Renaissance to provide Customer PII (e.g., State Board of Education). Customer shall make such a request to disclose Customer PII either (i) in writing; or (ii) via the Administrator Account (to the extent the functionality exists within the Product) by enabling the data sharing feature from within the Products (each an "Authorization"). Customer acknowledges and agrees that each Authorization will result in Customer electing, in its sole discretion, to transfer the Customer PII to the recipients that Customer selects ('Third-Party Services Recipients").

   b.   Customer warrants that an individual assigned to the Administrator Account shall be an individual or individuals elected by Customer to have sufficient authority to authorize the transfer of Customer PI I to the Third-Party Services Recipients on behalf of the Customer.

   c.   Customer acknowledges that Customer Data may contain PII and may be subject to Data Protection Legislation. Customer will hold Renaissance harmless, and not liable in any way for disclosure of PII to the Third-Party Services Recipients under the terms of the Agreement.

   d.   Renaissance makes no warranty (a) that the use of the Customer PII by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Customer's organization's policies or (b) that Customer PII will remain secure upon transfer to the Recipient and disclaims any responsibility for the transfer. Customer acknowledges that the Customer Data will be provided on as 'as is", "as available' basis.

1.8   Data Retention. Customer PII will be deleted within a reasonable amount of time after the data is no longer needed for the purpose for which it was collected, except that Renaissance may retain Customer PII as required by applicable legal requirements or as agreed by Customer.

1.9   Renaissance Data. Customer acknowledges and agrees that Renaissance may create Renaissance Data. In generating Renaissance Data, Renaissance shall (a) take reasonable measures to ensure that such information cannot be associated with an Authorized User or a "consumer" or "household" (as defined in Data Protection Legislation), (b) publicly commit to maintain and use the information in deidentified form, and (c) not attempt to reidentify the information, except as permitted under Data Protection Legislation.

1.10   Education Records. As applicable, to the extent Renaissance has access to "Education Records· and "Personally Identifiable Information" (as those terms are defined in FERPA in connection with its provision of the Products: (a) Customer agrees that Renaissance has met the criteria for being a "School Official" with "Legitimate Educational Interests" (as those terms are used in FERPA) in such Education Records and Personally Identifiable Information; and (b) Renaissance agrees that such Education Records and Personally Identifiable Information will be used only for authorized purposes under the Agreement, and it will not redisclose such Education Records or Personally Identifiable Information except with Authorization from Customer and where such redisclosure is otherwise permitted under FERPA.

1.11   Personal Information Collected from Children. To the extent Renaissance collects Personal Information from a child under 13 in connection with its provision of the Products, (a) Renaissance agrees to limit its use of such Personal Information to the purposes authorized by Customer under the Agreement. and (b) Customer consents on behalf of parents or legal guardians to the collection, use, and disclosure of such Personal Information with respect to use of the Products as described in Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy located here.

1.12   State Specific Privacy Addenda. If applicable, the parties agree to the State Specific Data Protection Addenda for the applicable state(s).

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1.13 <u>Updates to this DPA.</u> Notwithstanding anything to the contrary in the Agreement, Renaissance reserves the right to modify this DPA from time to time in its sole discretion and without Customer's prior consent ("Updated DPA"); provided, where required by applicable law, Renaissance shall obtain Customer's consent to the Updated DPA. Customer agrees that any Updated DPA will be effective immediately upon Renaissance posting such Updated DPA on the privacy hub, unless Renaissance is required by applicable law to obtain Customer's consent, in which case, such Updated DPA will be effective immediately upon the provision of such consent. Renaissance will also endeavor to notify Customer of any material revision to this DPA at least 10 days prior to such revision coming into effect. using Customer's email address as set forth in the Quote.

2. <u>European Economic Area ('EEA') and United Kingdom ("UK").</u> With respect to Authorized Users located in the EEA or the UK the "EEA/UK" section of the Global DPA shall apply.

3. <u>Other Countries.</u> With respect to Authorized Users located outside of the United States, EEA or UK, the "Other Countries" section of the Global DPA shall apply.

Renaissance

State Specific Data Protection Addenda

Capitalized words used in this State Specific Data Protection Addendum but not defined herein shall have the meanings given to them in the Data Protection Addendum or as defined in the Terms of Service.

California

With respect to Pupil Records (as defined in Cal. Educ. Code § 49073.1) that Renaissance Processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. Pupil Records that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
2. Renaissance shall limit its use of Pupil Records to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Procedures for the review and correction of Pupil Records shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of Pupil Records as specified in the Data Protection Addendum.
5. Procedures for notification in the event of unauthorized disclosure of Pupil Records shall be in accordance with the terms of the Data Protection Addendum.
6. Renaissance certifies that retention of Pupil Records shall be limited in accordance with the terms of the Data Protection Addendum.
7. Renaissance and Customer access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Renaissance shall not use Personally Identifiable Information in Pupil Records to engage in targeted advertising.

With respect to Personal Information (as defined in the California Consumer Privacy Act, as amended by the California Privacy Rights Act (the "CCPA")) that is subject to the CCPA that Renaissance Processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. The Parties acknowledge and agree that, to the extent Customer discloses any Personal Information to Renaissance, it does so for the limited and specific purpose of providing the Products to Customer. Accordingly, Renaissance shall Process Personal Information only as necessary to provide the Products, as required for the operation of the business of Customer, and to perform Renaissance's other obligations under the Terms of Service or the Data Protection Addendum.
2. Renaissance shall comply with all obligations under the CCPA applicable to service providers (as defined in the CCPA) and provide the same level of privacy protection to any Personal Information as provided under the CCPA.
3. Renaissance shall not (a) sell or share any Personal Information (including as "sale" and "share" are defined under the CCPA); (b) retain, use, or disclose any Personal Information for any purpose other than (i) to provide the Products to Customer, (ii) for a commercial purpose other than providing the Products, or (iii) as otherwise permitted under the CCPA or under the Terms of Service or the Data Protection Addendum; or (c) combine Personal Information with any other personal information that Renaissance obtained outside of the provision of the Products to Customer. For the avoidance of doubt, the foregoing prohibits Renaissance from retaining, using, or disclosing Personal Information outside of the direct business relationship between Renaissance and Customer except as otherwise permitted under the CCPA or under the Terms of Service or the Data Protection Addendum.
4. Renaissance shall notify Customer of any new Sub-processors it engages prior to such engagement in accordance with the Data Protection Addendum.
5. If Renaissance makes a determination that it can no longer meet its obligations under this Section or the CCPA, it shall notify Customer promptly but in no event later than five (5) business days after Renaissance makes such a determination. Renaissance acknowledges and agrees that Customer has the right to: (i) take reasonable and appropriate steps to help to ensure that Renaissance uses Personal Information in a manner consistent with Customer's CCPA obligations, and (ii) upon notice, take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

Colorado

With respect to Student Personally Identifiable Information (as defined in Colo. Rev. Stat. Ann. § 22-16-103) that Renaissance Processes on behalf of a Customer in Colorado, the following provisions shall apply to the extent required by applicable law:

1. Renaissance shall comply in all material respects with the requirements of Colo. Rev. Stat. § 22-16-108 with regard to the provision of clear information regarding collection, use, and disclosure of Student Personally Identifiable Information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
2. Renaissance shall comply in all material respects with Colo. Rev. Stat. § 22-16-109 with regard to the collection, use, and disclosure of Student Personally Identifiable Information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Renaissance shall comply in all material respects with the requirements of Colo. Rev. Stat. § 22-16-110 with regard to data security and retention of Student Personally identifiable information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.

Connecticut

With respect to Student Information, Student Records, and Student-generated Content (as those terms are defined in Conn. Gen. Stat. § 10-234aa) (collectively, "CT Student Data") that Renaissance Processes on behalf of a Customer in Connecticut, the following provisions shall apply to the extent required by applicable law:

1. CT Student Data that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
2. Renaissance retention of CT Student Data shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Renaissance shall limit its use of CT Student Data to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Procedures for the review and correction of CT Student Data shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
5. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of CT Student Data as specified in the Data Protection Addendum.
6. Procedures for notification in the event of unauthorized disclosure of CT Student Data shall be in accordance with the terms of the Data Protection Addendum.
7. Renaissance and Customer access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Laws of the state of Connecticut shall govern rights and duties with regard to CT Student Data, as specified in the Terms of Service.
9. In the event that any provision or the application of the Terms of Service or Data Protection Addendum is held invalid by a court of competent jurisdiction, severability of terms shall be in accordance with the Terms of Service.

District of Columbia

With respect to Personally Identifiable Student Information (as defined in D.C. Code § 38-831.01(14)) that Renaissance Processes on behalf of a Customer in the District of Columbia, the following provisions shall apply to the extent required by applicable law:

1. Procedures for notification in the event of unauthorized disclosure of Personally Identifiable Student Information shall be in accordance with the terms of the Data Protection Addendum.
2. Personally Identifiable Student Information that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
3. Retention of Personally Identifiable Student Information shall be limited in accordance with the terms of the Data Protection Addendum.

Idaho

With respect to Student Data (as defined in Idaho Code Ann. § 33-133) that Renaissance processes on behalf of a Customer in Idaho, the following provisions shall apply to the extent required by applicable law:

1. Renaissance is permitted to use Deidentified Data, which may include aggregated data, as disclosed in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

2. Renaissance is permitted to use Student Data for secondary uses with consent of a student's parent or guardian and as disclosed in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

3. Renaissance shall not use (including for marketing or advertising purposes) or sell Student Data except as specified in the Data Protection Addendum or with express prior parental consent.

Illinois

With respect to Covered Information (as defined in 105 Ill. Comp. Stat. Ann § 85/5) that Renaissance Processes on behalf of a Customer in Illinois, the following provisions shall apply to the extent required by applicable law:

1. The types of Covered Information for which Renaissance may Process on behalf of Customer under the Terms of Service shall be specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. The Services provided to Customer by Renaissance shall be specified in the Terms of Service.
3. Renaissance and Customer access to and use and disclosure of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to FERPA, in accordance with the terms of the Data Protection Addendum.
4. Procedures in the event of a security breach shall be in accordance with the terms of the Data Protection Addendum; provided that, if the security breach is attributed to Renaissance, any costs and expenses incurred by the Customer in investigating and remediating the breach will be allocated between Renaissance and the Customer.
5. Renaissance retention of Covered Information shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
6. Renaissance agrees that Customer may publish a copy of the Terms of Service and Data Protection Addendum on its website and/or make the written agreement available for inspection by the general public at its administrative office, as applicable.

New York

With respect to personally identifiable information (as defined in N.Y. Comp. Codes R. & Regs. tit. 8, § 121.3(m)) ("NY PII") that Renaissance Processes on behalf of a Customer in New York, the following provisions shall apply to the extent required by applicable law:

1. Renaissance certifies that its technologies, safeguards and practices align with the NIST Cybersecurity Framework.
2. Renaissance shall comply in all material respects with Customer's data security and privacy policy and applicable state and federal laws.
3. Renaissance shall limit access to NY PII it Processes on behalf of Customer in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Renaissance shall limit its use of NY PII to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
5. Renaissance shall not disclose NY PII except in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
6. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of NY PII as specified in the Data Protection Addendum.
7. Renaissance shall use encryption to protect electronic NY PII in transit or in storage.
8. Renaissance shall not sell NY PII and shall limit its use and disclosure of NY PII in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.

9. Data Security and Privacy Plan
    a. Renaissance will implement applicable data security and privacy requirements as specified in the Data Protection Addendum.
    b. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of NY PII as specified in the Data Protection Addendum.
    c. Customer's parent's bill of rights is incorporated as part of this Agreement as Exhibit E, and Renaissance shall comply in all material respects with its terms.
    d. Renaissance shall train its officers and employees on applicable laws prior to granting access to Authorized User data as specified in the Data Protection Addendum.
    e. Renaissance shall ensure NY PII shared with Sub-processors is protected, managing breaches and unauthorized disclosure as specified in the Data Protection Addendum.
    f. Renaissance shall manage data security and privacy incidents as specified in the Data Protection Addendum. Procedures for notification in the event of breaches and unauthorized disclosures shall be in accordance with the terms of the Data Protection Addendum.
    g. Renaissance retention of NY PII shall be limited in accordance with the Data Protection Addendum.

Utah

With respect to Student Data (as defined in Utah Code Ann. § 53E-9-301(17)) that Renaissance Processes on behalf of a Customer in Utah, the following provisions shall apply to the extent required by applicable law:

1. Renaissance shall limit its collection, use, storage, and sharing of Student Data to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. Processing of Student Data by Sub-processors shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
3. Renaissance retention of Student Data shall be limited in accordance with the terms of the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
4. Renaissance shall not use Student Data for purposes other than those specified in the Terms of Service and Data Protection Addendum and except as permitted by Utah Code Ann. § 53E-9-309(4) or as requested by the Customer.
5. Renaissance agrees that, at Customer's request, Customer or Customer's designee may conduct an audit of Renaissance, in accordance with reasonable and mutually agreed-upon procedures, to verify compliance with the Terms of Service and Data Processing Agreement to the extent required by Utah Code Ann. § 53E-9-309.

Virginia

With respect to Student Personal Information (as defined in Va. Code Ann. § 22.1-289.01) that Renaissance Processes on behalf of a Customer in Virginia, the following provisions shall apply to the extent required by applicable law:

1. The types of Student Personal Information for which Renaissance may Process on behalf of Customer shall be specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. Privacy of Student Personal Information Processed by Renaissance on behalf of Customer shall be subject to the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable, and notification of material changes shall be in accordance with the Data Protection Addendum.
3. Renaissance shall maintain reasonable measures to ensure the security, privacy, confidentiality, and integrity of Student Personal Information as specified in the Data Protection Addendum.
4. Procedures for access to and the review and correction of Student Personal Information shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
5. Renaissance shall not collect, maintain, use, or share Student Personal Information except for purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, except with consent of the Customer or student's parent or legal guardian, as applicable.

6. Renaissance shall require that its Sub-processors of Student Personal Information on behalf of Customer comply with Renaissance's policies and security measures in accordance with the Data Protection Addendum.

7. Renaissance retention of Student Personal Information shall be limited in accordance with the terms of the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

8. Renaissance shall not use Student Personal Information to engage in targeted advertising to students.

9. Renaissance shall not use Student Personal Information to create a personal profile of a student, except for the purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

10. Renaissance shall not knowingly sell Student Personal Information except to the extent that Renaissance is sold to or acquired by a successor entity that purchases, merges with, or otherwise acquires Renaissance.

Exhibit E

New York Parent's Bill of Rights

(Customer to Attach)

PARENTS' BILL OF RIGHTS FOR STUDENT

DATA PRIVACY AND SECURITY

Capital Region BOCES, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. BOCES establishes the following parental bill of rights:

- Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by BOCES or any a third party contractor. BOCES will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by BOCES in accordance with BOCES policy;

- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see 5500-R);

- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. 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;

- A complete list of all student data elements collected by the State Education Department is available for public review at http://nysed.gov/data-privacy-security or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

- Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to the Data Protection Officer, (518) 464-5139, DPO@neric.org, Capital Region BOCES, 900 Watervliet-Shaker Rd., Albany NY 12205. Complaints can also be directed to the New York State Education Department online at http://nysed.gov/data-privacy-security by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to privacy@mail.nysed.gov or by telephone at 518-474-0937.

- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

- In the event that BOCES engages a third party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting the Data Protection Officer, (518)-464-5139, DPO@neric.org, 900 Watervliet-Shaker Rd., Albany NY 12205, or can access the information on BOCES' website https://www.capitalregionboces.org/.