

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

☒ Yes

Please complete Sections 2, 3 and 4

☐ No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	www.senso.cloud/cola/ Section 6
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	N/A do not share
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	www.senso.cloud/cola Section 6.8 (F)
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	They would contact the school as we are the data processor not the owner.
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	All data is stored at Microsoft in both Dallas, USA and Dublin, Ireland. Please see data security sheet
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Please see data security sheet

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name Renato Software Ltd. Product Name senso cloud

Printed Name Michael Payne Signature [Signature] Date 07-Feb-2023

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law

§2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name Raveco Software Ltd Product Name senso.cloud

Printed Name Michael Page Signature  Date 07-Feb-23

Security Datasheet

DATA IN TRANSIT

Senso.cloud uses industry-standard protocols to encrypt data in transit as it travels between devices and Microsoft datacenters, which are used to host the senso servers. When data moves within Microsoft datacenters and data is at rest within Azure Storage, security capabilities include:

- Protection for data in transit and at rest, including encryption for data, files, applications, services, communications, and drives.
- Support for and use of numerous encryption mechanisms, including SSL/TLS, IPsec, and AES.
- Access to stored data by Microsoft Azure support personnel requires senso.cloud explicit permission and is granted on a "just in time" basis that is logged and audited, then revoked after completion of the engagement.

SENSO SECURITY

Security along with user control is built right into the senso.cloud platform, beginning with TLS encrypted data communication to applying console access rights to individual console users.

- All senso.cloud databases are IP restricted to our physical offices
- Backend senso.cloud Azure configuration/tenancy is protected by two-factor authentication
- All data access is time limited for authorised users only and restricted to the lowest possible level of access
- Auditing has been enabled on all senso databases
- Microsoft Threat Detection enabled on all senso databases
- There are no senso staff "master" accounts; in the unlikely event that one of our staff accounts was compromised, this cannot be used to access any customer accounts.
- All senso modules are hashed and only modules that have the correct hash are allowed to run.
- Access to your portal by senso support personnel requires your explicit permission and is granted by you on a "just in time" basis that is logged and audited in your console, then revoked by you after completion of the engagement.
- Access to your data is read only and cannot be tampered with by users at your organization.
- All devices need approval before they are shown in the senso portal.

SHARED RESPONSIBILITIES

Customers must implement security best practices and educate users on how to access cloud services securely just as you would with email services. To improve our security offering we have integrated with Microsoft and Google accounts which offer their own two factor authentication methods. In addition, we are planning to add login hour restrictions and public IP lockdown to the console.

INFORMATION COMMISSIONER'S OFFICE (ICO)

Registration Number: ZA242629

the Trial and the commencement of a Subscription Term Customer Data input during a Trial may not be available to the Customer. This is with reference to application of Renato's then current Data Retention Policy.

4.5 Where the Trial is an evaluation of new Senso Offering(s) (a beta trial) the Customer agrees to give such feedback on the beta form as reasonably requested by Renato.

5. Senso Offering(s)

5.1 Renato shall, during the Subscription Term, provide the Senso Offering(s) and make available the Documentation to the Customer on and subject to these Terms.

5.2 Renato shall use commercially reasonable endeavours to make the Senso Offering(s) available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 09.00 pm to 6.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Renato has used reasonable endeavours to give the Customer notice in advance.

5.3 Renato will, as part of the Senso Offering(s) and at no additional cost to the Customer, provide the Customer with Support Services during Normal Business Hours in accordance with Renato's Support Service Policy in effect from time to time. The Customer may purchase enhanced support or professional services separately at Renato's then current rates.

5.4 The Customer acknowledges that Renato does not review Alerts, take any action based on Alerts save as expressly authorised by the Customer.

6. Customer Data and Data Processing

6.1 The Customer acknowledges that Renato in processing the personal data of the Customer as required for contract purposes, invoicing and administering the Customer's account with Renato the Renato Privacy Notice shall apply.

6.2 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, accuracy and quality of all such Customer Data.

6.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Renato shall be for Renato to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data available as provided in the Business Continuity and Disaster Recovery Policy. Renato shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Renato to perform Senso Offering(s) related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 6.10.

6.4 Renato shall, in providing the Senso Offering(s), comply with the Senso Security Data Sheet.

6.5 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

6.6 The parties acknowledge that:

- (a) if Renato processes any personal data on the Customer's behalf (for example, any personal data within the User Data) when performing its obligations under this agreement, the Customer is the controller and Renato is the processor for the purposes of the Data Protection Legislation.
- (b) Schedule 1 sets out the scope, nature and purpose of processing by Renato, the duration of the processing and the types of personal data and categories of data subject.
- (c) Subject always to clause 6.8 (b), the personal data may be transferred or stored outside the EEA or the country where the Customer and the Admin Users are located in order to provide the Senso Offering(s) and Renato's other obligations under this agreement.

6.7 Without prejudice to the generality of clause 6.5, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Renato for the duration and purposes of this agreement so that Renato may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

6.8 Without prejudice to the generality of clause 6.5, Renato shall, in relation to any personal data processed in connection with the performance by Renato of its obligations under this agreement:

- (a) only process the personal data to the extent, and in such a manner, as is necessary to fulfil its obligations and in accordance with the Customer's written instructions. Renato will not process the personal data for any other purpose or in a way that does not comply with this agreement or the Data Protection Legislation. Renato shall promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation;
- (b) maintain the confidentiality of the personal data and will not disclose the personal data to third parties unless the Customer or this agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the information commissioner). If a domestic law, court or regulator (including the information commissioner) requires Renato to process or disclose the personal data to a third party, Renato must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice;
- (c) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) Renato ensures there are appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Renato complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

Senso (800-664-1520) complies with reasonable instructions notified to it in advance by the Customer with reasonable effort to the processing of the personal data;

- (d) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach;
- (f) delete personal data and copies thereof or apply anonymisation to such data at on expiry or termination of these Terms in accordance with clause 15.1 or otherwise as provided by the Renato Data Retention Policy unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use and "anonymisation" shall mean a process by which personal data is irreversibly altered in such a way that a data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party);
- (g) ensure that its employees with access to the personal data are informed of the confidential nature of the personal data and are bound by confidentiality obligations and use restrictions in respect of the personal data;
- (h) reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Renato's processing and the information available to Renato, including in relation to data subject rights, data protection impact assessments and reporting to and consulting with the information commissioner under the Data Protection Legislation; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and immediately inform the Customer if, in the opinion of Renato, an instruction infringes the Data Protection Legislation.

6.9 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and Senso Offering(s), ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

6.10 The Customer consents to Renato appointing those third-party processors of personal data as set out in the Renato Privacy Notice. In respect of each third party processor Renato confirms that it has entered into a written agreement incorporating terms which are substantially similar to those set out in this clause 6 and in either case which Renato undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Renato, Renato shall remain fully liable for all acts or

on 06/04/2024, 15:10. 866-664-1510
Both parties may, at any time, replace the third-party processor appointed by it pursuant to this clause 6. Where Renato wishes to appoint a different or additional third-party processor Renato shall notify the Customer of this by way of a re-issue of the Renato Privacy Notice. The Customer's rights to object are as set out in Clause 15.3 (m) in such eventuality.

6.11 Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

7. Third Party Accounts and third party providers

7.1 Third Party Accounts: The Customer acknowledges that as part of the set up of a Senso Account the Senso Offering(s) may enable or assist it to pair the Senso Offering(s) with Third Party Accounts. Such pairing is at the Customer's sole discretion. By agreeing to any pairing the Customer grants Renato access to certain account information from the Third Party Accounts. Renato shall only use such information for the purposes of providing the pairing functionality and shall process such data in accordance with these Terms.

7.2 Third party providers: The Customer acknowledges that the Senso Offering(s) may enable or assist it to access the website content of, correspond with, and purchase products and Senso Offering(s) from, third parties via third-party websites and that it does so solely at its own risk.

7.3 Renato makes no representation, warranty or commitment and shall have no liability or obligation to the Customer whatsoever in relation to the compatibility of the Third party Account with a Senso Offering or third party provider or use of, or correspondence with, any such third party, their website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party is between the Customer and the relevant third party, and not Renato. Renato recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Renato does not endorse or approve any Third Party Accounts or third-party website nor the content of any of the third-party website made available via the Senso Offering(s).

8. Renato's obligations

8.1 Renato:

- (a) does not warrant that:
 - (i) the Customer's use of a Senso Offering(s) will be uninterrupted or error-free; or
 - (ii) that the Senso Offering(s), Documentation and/or the information obtained by the Customer through the Senso Offering(s) will meet the Customer's requirements;
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Senso Offering(s) and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.