

SCHEDULE E
EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Enome, Inc. (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("ESBOCES") and Contractor, including any Agreement to Terms attached thereto, to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that ESBOCES' and/or participating school districts' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by ESBOCES and/or participating school districts. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of ESBOCES and/or participating school districts as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of ESBOCES and/or participating school districts relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with ESBOCES' policy(ies) on data security and privacy. Contractor shall promptly reimburse ESBOCES and/or participating school districts for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of ESBOCES' and/or participating school districts' data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of ESBOCES' and/or participating school districts' Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to ESBOCES and/or participating school districts, transitioned to a successor contractor, at ESBOCES' and/or participating school districts' option and direction, deleted or destroyed by the Contractor when the contract and/or the Agreement to Terms is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of ESBOCES; Education Law § 2-d; and Part 121;

3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of ESBOCES' or participating school district's Parents' Bill of Rights.

NAME OF CONTRACTOR: Enome, Inc.

BY: 

DATED: 12/10/2020

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

PRIVACY POLICY

Welcome, and thank you for your interest in Enome, Inc. ("Enome" "us" or "we") and Goalbook, our web-based platform that provides instructional resources and professional development for organizations such as school districts and schools to plan rigorous and differentiated instruction (collectively, the "Services"), as further described in the Goalbook Terms of Use.

This Privacy Policy describes the information that we gather from you, how we use and disclose your information, and the steps we take to protect your information. By using the Services, you consent to the privacy practices described in this policy.

This Privacy Policy is incorporated into and is subject to the Goalbook <https://goalbookapp.com/terms/>. Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the Terms of Use.

Our Commitment to Privacy of Certain Groups:

We do not knowingly collect any personally identifiable information from persons under the age of 13 or residents of the European Economic Area (EEA). If you are under 13 or a resident of the EEA, please do not sign up for our services or provide any information to us.

The information that we collect:

- **User-provided Information.** When you use the Services you may provide and we may collect what is generally called "personally identifiable" information, such as your name, e-mail address, mailing address, phone number, and demographic information. For example, you may provide us with personally identifiable information when you register for an account, share resources with others through our private and secure links, or send us customer service related requests. When you buy products or services from us, we may ask you for your credit or debit card number, type, expiration date, and similar information. Such information is collected and stored by our third-party payment processing company, and use of such information is governed by such company's applicable terms of service and privacy policy.
- **Information from other Users.** We may receive information, including personally identifiable information, from other users of the Services. For example, we may receive

personally identifiable information about a student when a Contracting Organization enters information about a student. We protect this personally identifiable information in accordance with this Privacy Policy.

- **"Cookies" Information.** When you use the Services, we may send one or more cookies – small text files containing a string of alphanumeric characters – to your computer. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our website. Persistent cookies can be removed. Please review your web browser "Help" file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept, cookies, you may not be able to utilize the features of the Services to their fullest potential.
- **"Automatically Collected" Information.** When you use the Services or open one of our HTML e-mails, we may automatically record certain information from your web browser by using different types of technology, including "clear gifs" or "web beacons." This "automatically collected" information may include your IP address or other device address or ID, web browser and/or device type, the web pages or sites that you visit just before or just after our website, the pages you view on the Services, and the dates and times that you access the Services. This information is gathered for all users.
- **Information Provided By Contracting Organizations.** We may also receive information, including personally identifiable information, under our agreements with Contracting Organizations. It is the responsibility of the Contracting Organization to comply with all laws related to the disclosure of such information. For example, this personally identifiable information may include the educational records of students. It is the responsibility of the Contracting Organization to comply with the Federal Educational Rights Privacy Act (FERPA) and all state privacy laws and other laws. Once this information is in our possession, we will protect it in accordance with this Privacy Policy.

How we use the information we collect:

- We use the information that you provide or that we collect, to operate, maintain, enhance and provide all of the features of the Services.
- We will use all of the information that you provide or that we collect to understand and analyze the usage trends and preferences of our users, to improve the Services, and to create new features and functionality.
- We may use your e-mail address or other personal information (a) to contact you for administrative purposes such as customer service, to address intellectual property infringement, right of privacy violations or defamation issues related to your User Content posted on the Services or (b) to forward you messages sent to you by other users of the Services and send you other messages related to the Services. [This isn't true anymore – I don't think someone can opt out of all messages.

- We may use “cookies” information and “automatically collected” information to: (a) personalize our services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit our website; (b) monitor and analyze the effectiveness of Service; and (c) monitor aggregate site usage metrics such as total number of visitors and pages viewed.

When we disclose information:

- Your privacy is very important to us, and we are not in the business of selling your information.
- Any information, including personally identifiable information, that you voluntarily choose to include in an area of the Services accessible to other users, such as when you share resources with others through our private and secure links, will be available to anyone who has access to that content, including other users. Once you make your personally identifiable information available in this way, it may be collected and used by the recipients.
- We work with third-party service providers to provide website and application development, hosting, maintenance, and other services for us related to the operation of the Services. To the extent it is necessary for these third-party service providers to complete their contractual obligations to us, these third parties may have access to or process your personally identifiable information. These disclosures are made under terms comparable to this policy, and the recipients are limited to using the information the purpose for which it was provided.
- We make certain automatically collected and other aggregate non-personally-identifiable information available to third parties, to: (i) comply with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding our users’ interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Services.
- We may also disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. Copyright law), in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement activity.
- We also reserve the right to disclose your information when we believe, in good faith, that disclosure is appropriate or necessary to take precautions against liability; to protect us and others from fraudulent, abusive, or unlawful uses or activity; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of us and the Services; or to protect the rights, property, or personal safety of Enome, our users, or others.

Your Choices:

You may, of course, decline to share certain personally identifiable information with us, in which case we may not be able to provide to you some of the features and functionality of the Services. You may update or correct your profile information and preferences at any time by accessing your account preferences page through the Services. You may request deletion of your account, including all profile information and any library data you stored on our system, by writing an email request from your email account to support@goalbookapp.com. Please note that while your changes are reflected promptly in active user databases, we may retain information you submit for a variety of purposes, including backups and archiving, prevention of fraud and abuse, and analytics.

Third Party Services:

Our website may contain links to Web sites and services provided by third parties including links contained in User Content. Any personally identifiable information you provide on third party sites or services is provided directly to that third party and is subject to that third party's policies, if any, governing privacy and security. We are not responsible for the content or privacy and security practices and policies of third-party sites or services to which links are displayed on our website. We encourage you to learn about third parties' privacy and security policies before providing them with personally identifiable information.

Our Commitment to Data Security:

We use commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personally identifiable information. We cannot, however, ensure or warrant the security of any information you transmit to us, and you do so at your own risk. Once we receive your transmission of information, we make commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may post a notice through our website if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach you should notify us at privacy@goalbookapp.com.

International Visitors:

The website and Services are hosted in the United States. If you choose to use the Services from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personally identifiable information outside of those regions to the United States and by providing your personally identifiable information on the Services you consent to that transfer.

In the Event of Merger or Sale:

In the event that all or a portion of Enome, Inc. or its assets are acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the

information that we have collected from users in connection with such merger, acquisition, sale, or other change of control.

Changes and Updates to this Privacy Policy:

Please revisit this page periodically to stay aware of any changes to this Privacy Policy, which may be revised periodically at our sole discretion, as provided in Terms of Use. If we modify the Privacy Policy, we will make it available through the website, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder we will make reasonable efforts to notify you of the change. For example, we may send a message to your e-mail address, if we have one on file, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Our amended Privacy Policy will automatically take effect 30 days after it is made available through the website, except that (i) we generally only use your personally identifiable information in the manner described in the Privacy Policy in effect when we received that information and (ii) if you do not agree with any changes to the Privacy Policy, you may terminate your account and stop using of the Services. Your continued use of the Services after revised Privacy Policy has become effective indicates that you have read, understood and agreed to the current version of the Privacy Policy.

Our Contact Information:

Please contact us with any questions or comments about this Privacy Policy, your personally identifiable information, our use and disclosure practices, or your consent choices by e-mail at privacy@goalbookapp.com.

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