

simbli Reseller Partner Agreement

ATTACHMENT B

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

In accordance with New York law, EBS agrees to comply with the Iran Divestment Act of 2012.

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should BOCES receive information that a person is in violation of the above-referenced certification, BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: DocuSigned by: Mark Willis
B33E9B0C545453...

Print Name: Mark Willis

Title: Chief Operating Officer

Company Name: eBOARDsolutions, Inc.

Date: May 7, 2024

simbli Reseller Partner Agreement

ATTACHMENT C

NEW YORK 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 EBS 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 Ulster BOCES and EBS to the contrary, EBS agrees as follows:

EBS 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 EBS uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. EBS 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. EBS 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, EBS shall have in place sufficient internal controls to ensure that Ulster BOCES' and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, 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 Ulster BOCES and/or a Participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of Ulster BOCES and/or its Participants as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),

-AND-

Personally identifiable information from the records of Ulster BOCES and/or its Participants 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.

EBS 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, EBS agrees to comply with Ulster BOCES' policy(ies) on data security and privacy (located at <https://www.ulsterboces.org/about-us/policies/data-privacy-security>), as it might relate to the software application agreement, and that are included as a part of this addendum. For any unauthorized release of Protected Data due to negligence of EBS, EBS shall promptly reimburse Ulster BOCES and/or its Participants for the full cost of notifying a

simbli Reseller Partner Agreement

parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by EBS, its subcontractors, and/or assignees, if notice is required by law. In the event this Agreement expires, is not renewed or is terminated, EBS shall return all of Ulster BOCES' and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission.

Note: "Protected Data" entered into the software application by the subscribing district must be designated private or confidential by the user. EBS is not responsible for "Protected Data" loaded by the user that is not properly designated.

The EBS' Terms of Service can be found at <http://simbli.eboardsolutions.com/termsofservice.pdf> and attached as Attachment A.

PARENTS BILL OF RIGHTS

In accordance with New York law, EBS acknowledges the Parents Bill of Rights – Data Privacy & Security that participating software application districts must provide to their parents.

ULSTER COUNTY BOCES Parents Bill of Rights - Data Privacy & Security

The School District is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with Education Law § 2-d, the District wishes to inform the school community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available for public review at a later date.
5. Parents have the right to have complaints about possible breaches of student data addressed. More information about where to address those complaints will be provided at a later date.

Signature: DocuSigned by: Mark Willis
B33E9BC2C5454E3

Print Name: Mark Willis

Title: Chief Operating Officer

Company Name: eBOARDsolutions, Inc.

Date: May 7, 2024

simbli Reseller Partner Agreement

ATTACHMENT D

DATA SECURITY AND PRIVACY PLAN

Data Security and Privacy Plan

EBS and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Ulster BOCES' and/or its Participant's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of Ulster BOCES' Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to EBS's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all data security and privacy contract requirements will be implemented over the life of the contract, consistent with the EBS's policy on data security and privacy.
3. An outline of the measures taken by EBS to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how EBS will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how EBS will ensure that any subcontractors, persons or entities with which EBS will share Protected Data, if any, will abide by the requirements of EBS's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

EBS maintains internal processes, controls, procedures, and policies to ensure data security and privacy. Those processes and controls are monitored daily and externally reviewed annually as a part of an independent annual SOC audit and penetration test.

EBS' privacy statement is available to all Simbli subscribers and a copy can be found as Attachment B and at the link below: <https://simbli.eboardsolutions.com/Pages/Radprivacy.aspx?S=170001>