

## ATTACHMENT B

### Supplemental Information About the Agreement Between Customer and Mindex Technologies, Inc.

1. **Exclusive Purpose.** Vendor will use the Personally Identifiable Information to which it is provided access for the exclusive purpose of providing Vendor's services as more fully described in the Agreement. Vendor agrees that it will not use the Personally Identifiable Information for any other purposes not explicitly authorized in the Agreement.
2. **Subcontractors.** In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the Agreement, Vendor will obligate its subcontractors, assignees, or other authorized persons or entities to whom it discloses Personally Identifiable Information, to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations, by requiring its subcontractors to agree in their contracts with Vendor to such data protection obligations imposed on Vendor by state and federal laws and regulations (e.g., FERPA; Education Law §2-d) and this Agreement.
3. **Agreement Term & Termination.**
  - a. The Agreement commences on the Effective Date of the Agreement and expires on the earlier of (i) Vendor no longer providing services to Customer and (ii) termination of the Agreement in accordance with its terms.
  - b. Vendor will implement procedures for the return, deletion, and/or destruction of Personally Identifiable Information at such time that the Agreement is terminated or expires.
4. **Challenging Accuracy of Personally Identifiable Information.** Parents or eligible students can challenge the accuracy of any Personally Identifiable Information provided by a Customer to Vendor 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 APPR data provided to MINDEX by following the appeal process in their employing school district's applicable APPR Plan.
5. **Data Storage and Security Protections.**
  - a. **General.** Any Personally Identifiable Information Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility. Vendor will maintain reasonable administrative, technical and physical safeguards in accordance with 2-d to protect the security, confidentiality, and integrity of Personally Identifiable Information in Vendor's custody.
  - b. **Encryption.** Vendor will encrypt data in motion and at rest using methodology in accordance with 2-d.