



New York State Education Law Section 2-d Vendor Compliance Agreement

04 / 09 / 2025

This Agreement (the "Agreement"), effective as of _____, is entered into by and between Greater South Tier BOCES (the "District") and Barracuda Networks, Inc. ("Barracuda").

WHEREAS, the District is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d");

WHEREAS, Section 2-d requires that an education agency enter into a written contract with a third party contractor where such contractor receives student, teacher, or principal data from the education agency ("Data").

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The term of this Agreement shall expire on the termination date of the services.
2. Any Data shared by the District with Barracuda shall continue to be the property of, and under the control of, the District.
3. Barracuda handles the maintenance and confidentiality of customer data in accordance with applicable law and the relevant Legal Documentation, including, Barracuda's Terms and Conditions, Global Data Processing Addendum (DPA), and Privacy Notice, -located at: www.trust.barracuda.com/legal (Legal Documentation).
4. Barracuda has reasonable administrative, technical, and physical safeguards to protect the Data including the use of a defense-in-depth strategy and proprietary hardened software and operating systems to protect data and services.
5. Barracuda will limit internal access of Data to only individuals with a clear and well-defined "need to know" basis.
6. Barracuda will govern subcontractors' access to Data in accordance with the Legal Documentation.
7. Parents, legal guardians, or eligible students may review personally identifiable information in Data and correct erroneous information by contacting the primary Data source directly.
8. The procedures by which students may retain possession and control of their own Data are determined by the primary Data source.
9. Barracuda shall ensure that employees who have access to confidential Data have security awareness training.
10. The District may request that Barracuda delete Data in its possession in accordance with the process outlined in the Legal Documentation.
11. In the event of a known unauthorized disclosure of Data, Barracuda shall report it to the District in



accordance with its breach policies and procedures.

12. Barracuda shall not use any information in Data for any purpose other than those required or specifically permitted by the Legal Documentation or any other signed agreements between the parties.
13. Data shall only be retained or available to Barracuda upon completion of the services in accordance with the Legal Documentation.
14. Barracuda will comply as required with applicable federal and state laws on data security and privacy to the extent they apply to the Data.
15. Barracuda will comply with the District's Parent's Bill of Rights for Data Privacy and Security to the extent Barracuda has the ability to comply

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Barracuda Networks, Inc.

Signed: Ellen O'Donnell

Name: Ellen O'Donnell

Title: Chief Legal Officer

Date: 04 / 09 / 2025

Greater South Tier BOCES

Signed: Edward R White III

Name: Edward White

Title: Data Protection Officer

Date: 04 / 09 / 2025

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Sent for signature to Edward White (edwhite@gstboces.org) and Ellen O'Donnell (nodonnell@barracuda.com) from trustcenter@barracuda.com
IP: 35.247.59.63



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Viewed by Edward White (edwhite@gstboces.org)
IP: 192.30.126.209



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Signed by Edward White (edwhite@gstboces.org)
IP: 192.30.126.209



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Viewed by Ellen O'Donnell (nodonnell@barracuda.com)
IP: 73.71.205.57



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Signed by Ellen O'Donnell (nodonnell@barracuda.com)
IP: 73.71.205.57



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The document has been completed.