

**ADDENDUM TO TERMS AND CONDITIONS OF SERVICE
FOR NEW YORK EDUCATIONAL AGENCIES
PURSUANT TO NYS EDUCATION LAW SECTION 2-D**

The following is an addendum (the “**Addendum**”) to the Master Services Agreement (the “**Services Agreement**”) of Apptegy, Inc. (together with its affiliates, agents, and assigns, “**Apptegy**” or “**we**”). This Addendum applies only to “**Educational Agencies**,” within the meaning of and as defined in Part 121 of Section 2-d of the New York State Education Law (the “**NYS Education Law**”). The effective date of this Addendum is the same as the Services Agreement.

This Addendum supplements and is in addition to your Services Agreement with Apptegy, including, but not limited to, the Apptegy Terms of Use (the “**Terms**”), available at the following link: <https://www.apptegy.com/terms-and-conditions/>. For the purposes of this Addendum, the Services Agreement and the Terms are collectively called the “**Contract**.” Notwithstanding the foregoing, in the event of a conflict or ambiguity with the terms and conditions of this Addendum and the terms and conditions of the Contract or any other agreement with Apptegy, the terms and conditions of this Addendum will control.

A capitalized term that is used but not specifically defined in this Addendum will have the meaning given to that term in Section 121.1 of the NYS Education Law.

1. NYS Education Law Generally. We will perform our obligations under the Contract in compliance with the NYS Education Law, as further set out in this Addendum.
2. Apptegy Privacy Policy. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Our Privacy Policy is available at the following link: www.apptegy.com/privacy-policy. Our Privacy Policy is hereby incorporated in its entirety in this Addendum.
3. NYS Education Law §121.2(c). We will keep confidential all Student Data and Teacher or Principal Data, and will maintain Student Data and Teacher or Principal Data in accordance with federal and state law, and your data security and privacy policy.
4. NYS Education Law §121.6. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Without limiting the generality of the foregoing:
 - (a) Our Privacy Policy outlines how we implement state, federal, and local data security and privacy contract requirements over the life of the Contract, consistent with your data security and privacy policy;
 - (b) Our Privacy Policy outlines the administrative, operational and technical safeguards and practices we have in place to protect Personally Identifiable Information that Apptegy will receive under the Contract;
 - (c) Please see Section 5 of this Addendum for more information about how we comply with Section 121.3(c) of the NYS Education Law;
 - (d) All Apptegy officers, employees, and assignees who have access to Student Data and Teacher or Principal Data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access, and how they can comply with such laws. Specifically, each Apptegy officer, employee, and assignee who has access to Student Data and Teacher or Principal Data receives such training (i) as part of such individual’s initial orientation training, and (ii) annually in accordance with our ordinary practices, and (iii) periodically on an as-needed basis (for example: when changes to applicable law mandate an update to or revision of our practices). Such training may be delivered in person and/or using online training tools;
 - (e) Apptegy may utilize sub-contractors in connection with the Contract. In nearly every instance, we are using sub-contractors only to provide certain technical features of our products and services in the form of third party software vendors. In limited instances, we may use sub-contractors for limited labor tasks. Our Privacy

Policy outlines how we will manage those relationships and contracts to ensure Personally Identifiable Information is protected;

- (f) Our Privacy Policy sets out how we will manage data security and privacy incidents that implicate Personally Identifiable Information, including our practices for identifying breaches and unauthorized disclosures, and for notifying you. Without limiting the generality of the foregoing, we will notify you of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach; and
- (g) When the Contract terminates or expires, Apptegy will promptly upon receiving a written request and instruction from you, either (i) return all Student Data and Teacher or Principal Data to you; (ii) delete and/or destroy all Student Data and Teacher or Principal Data; or (iii) transition all Student Data and Teacher or Principal Data to a successor contractor.

For more information regarding the topics above and other data security and privacy practices addressed herein, please see of our Privacy Policy.

5. NYS Education Law §121.3. The following information is provided to supplement the Educational Agency's bill of rights:

- (a) The exclusive purposes for which Student Data and Teacher or Principal Data will be used by Apptegy are set out in our Privacy Policy. Without limiting the generality of the foregoing, Student Data and Teacher or Principal Data will only be used for the purposes explicitly authorized in the Contract – specifically, providing our products and services to the Educational Agency and facilitating the Educational Agency's use of our products and services;
- (b) Our practices for how we will ensure that the sub-contractors, or other authorized persons or entities to whom we will disclose Student Data and Teacher or Principal Data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA, NYS Education Law 2-d), are set out in our Privacy Policy;
- (c) The duration of the Contract is as set out expressly in the Contract. The Contract may be renewed for additional terms in accordance with the terms and conditions of the Contract. Please see Section 4(g) of this Addendum above for what will happen to Student Data and Teacher or Principal Data upon termination or expiration of the Contract;
- (d) Any individual who has verifiable authority to act on behalf of the Educational Agency may contact us as set out below in Section 9 for any question related to the accuracy of Student Data and Teacher or Principal Data. Please note that we will need to verify the identity and authority of all individuals making any such request before processing and addressing the request. We reserve the right to require that any such request be made in writing, and reserve the right to decline or limit these requests in certain circumstances – for example, when we are unable to verify an individual's identity or your authority to make such request on behalf of the Educational Agency;

Any individual acting on behalf of himself or herself (including a parent or a student), or acting on behalf of any other party other than a verified request on behalf of the Educational Agency, must direct all requests for access or any other question related to Student Data and Teacher or Principal Data to the Educational Agency directly, in accordance with Section 121.12(c) of the NYS Education Law and our Privacy Policy. If and to the extent Apptegy receives any such request from an individual acting on behalf of himself or herself (including a parent or a student), or acting on behalf of any other party other than a verified request on behalf of the Educational Agency, we will direct such request to the Education Agency directly in accordance with Section 121.12(c) of the NYS Education Law and our Privacy Policy;

- (e) Our practices for where Student Data and Teacher or Principal Data will be stored and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated are set out in our Privacy Policy. Without limiting the generality of the foregoing, we utilize Amazon Web Services (“AWS”) to host and facilitate our products and services, including data storage. AWS provides these services to millions of active customers, specifically including educational institutions (including Harvard University, Notre Dame, the University of Texas, and the University of California System, among others), and features, among other things, a “security assurance program that uses best practices for global privacy and data protection to help [its clients] operate securely within AWS.” You may learn more about AWS’s data privacy policies and practices here: <https://aws.amazon.com/compliance/data-privacy-faq/>; and
- (f) Our practices for how data will be protected using encryption while in motion and at rest are set out in our Privacy Policy. Without limiting the generality of the foregoing, our use of AWS provides “strong encryption for [our] content in transit and at rest.” You may learn more about AWS’s encryption tools here: <https://aws.amazon.com/compliance/data-privacy-faq/>.

For more information regarding the topics above and other data security and privacy practices addressed herein, please see of our Privacy Policy.

6. NYS Education Law §121.9. We will perform our obligations under the Contract in accordance with our Privacy Policy, which sets out our data security and privacy practices. Without limiting the generality of the foregoing, Apptegy:

- (a) has adopted technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- (b) will comply with the data security and privacy policy of the Educational Agency and the NYS Education Law, including, but not limited to, Part 121 of the NYS Education Law;
- (c) will limit internal access to Personally Identifiable Information to only those employees or sub-contractors that need access to provide the contracted services;
- (d) will not use Personally Identifiable Information for any purpose not explicitly authorized in the Contract;
- (e) will not disclose any Personally Identifiable Information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives of Apptegy, such as a sub-contractor or assignee, to the extent they are carrying out the Contract and in compliance with the state and federal law, regulations and its contract with the Educational Agency; or
 - b. unless required by statute or court order and Apptegy provides 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.
- (f) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Personally Identifiable Information in our custody;
- (g) use encryption to protect Personally Identifiable Information in our custody while in motion or at rest; and
- (h) not sell Personally Identifiable Information nor use or disclose it for any Commercial or Marketing Purpose or facilitate its use or disclosure by any other party for any Commercial or Marketing Purpose or permit another party to do so.

When we engage a subcontractor to perform our contractual obligations under the Contract, the data protection obligations imposed on us by state and federal law, and contract, will apply to the subcontractor.

7. NYS Education Law §121.10. In the event of any breach or unauthorized release of Personally Identifiable Information:

- (a) We will notify you of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach;
- (b) We will cooperate with you and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Personally Identifiable Information; and
- (c) Where a breach or unauthorized release of Personally Identifiable Information is attributed to Apptegy, we will pay for or promptly reimburse the Educational Agency for the full cost of the Educational Agency's notification requirements under Section 121.10 of the NYS Education Law.

8. NYS Education Law §121.11. We acknowledge and agree that we are required to notify the Educational Agency of any breach of security resulting in an unauthorized release of Student Data or Teacher or Principal Data by us or our assignees in violation of applicable state or federal law, the parents bill of rights for Student Data privacy and security, the data privacy and security policies of the Educational Agency and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. We will cooperate with you with respect to the requirements and procedures outlined in Section 121.11 of the NYS Education Law for investigating and remedying any breach or unauthorized release of Student Data or Teacher or Principal Data.


9. Contact Us. If you have questions about this Addendum or any related matter, please contact us at any of the following:

- By email at privacy@apptegy.com; or
- By telephone at 1-888-501-0024; or
- By mail at Apptegy, Inc., c/o Data Protection Officer, 2201 Brookwood Dr., STE 115, Little Rock, AR 72202.

[Signatures are on the following page]

IN WITNESS OF AGREEMENT, the undersigned parties execute this Addendum to the Software and Services Agreement of Apptegy, Inc., effective as of the date first set out above.

CUSTOMER: Tompkins-Seneca-Tioga BOCES

By: 

Name: Daniel N Parker

Title: Director of Information Technology Services

APPTEGY, INC.

By: 

Name: Tim Strudwick

Title: Chief Financial Officer