Exhibit "L"
Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulation of the Commissioner of Education, each educational agency is required to post information to its website about its contracts with third-party contractors that will be provided access to or receive student data and/or APPR data. In this agreement, the third-party contractor is referred to as the provider.

Provider Name: Upstate Images

Type(s) of Data

The provider will receive and/or have access to the following types of data:

- √ **Student Data**
- ☐ APPR DATA

Exclusive Purpose(s) Details

Student data and/or APPR data will be used by the third-party contractor to provide Upstate Images: school portraits, student photographs, sports photography, yearbooks and related services. Student data and/or APPR data will not be used for any other purposes.

Subcontractor Details

A "subprocessor" is sometimes referred to as a" subcontractor". This term means a party who the provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to student data. If the provider plans to use subcontractors, the provider will enter into written agreements with all subprocessors. Additionally, the provider will examine the data privacy and security measures of its subprocessors. Subprocessors must protect student data in a manner no less stringent than the terms outlined in the provider's data privacy agreement with the educational agency.

Contract Duration

Information about the Data Privacy Agreement and Service Agreement durations, including the contracts' expiration dates, is on the educational agency's A4L SDPC Resource Registry website. The Resource Registry is the site that houses this Supplemental Information.

Data Transition and Secure Destruction

Upon written request from the educational agency, the provider shall dispose of or provide a mechanism for the educational agency to transfer student data obtained under the service agreement, within ninety (90) days of the request. The provider is prohibited from retaining disclosed student data or continuing to access student data beyond the term of the service agreement unless such retention is expressly authorized for a prescribed period by the service agreement, necessary for purposes of facilitating the transfer of disclosed student data to the educational agency, or expressly required by law.

Upon termination of the data privacy agreement, if no written request from the Educational agency is received, the provider shall dispose of all student data after providing the Educational agency with ninety (90) days prior notice.

Data Accuracy Information

Parents or eligible students can challenge the accuracy of student data provided by an educational agency to a provider 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 by following the appeal process in their employing school district's applicable APPR Plan.

Security Practices Information

Student data and APPR data is stored within the United States and/or Canada only.

The provider utilizes administrative, physical, and technical safeguards designed to protect student data and APPR data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The provider must implement security practices that are in alignment with the NIST Cybersecurity Framework v1.1 or any update to this Framework that is adopted by the New York State Department of Education. The provider uses industry standard security measures including encryption protocols that comply with New York law. The provider encrypts student data and APPR data at rest and in transit.