

DATA SECURITY AND PRIVACY PLAN

WHEREAS, Islip Union Free School District (hereinafter “School District”) and Eduware, Inc. (hereinafter “Contractor”) entered into an agreement dated 1/4/2021 (hereinafter “Agreement”) for TestWizard.com, WizardTM.com, ClickerSchool.com (hereinafter “Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

- (a) Eduware will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (b) Eduware will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- (c) Eduware will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- (d) Eduware will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) Eduware will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) Eduware will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) Eduware will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) Eduware will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

- (i) In the event Eduware engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Eduware shall apply to the subcontractor.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

- (a) Server instances are isolated from public internet and only necessary ports are open for public access, there is no public IP address, if not needed.
 - All instances are in configured AWS security groups, which means only specified ports are open to the internet and all management ports are closed.
- (b) Operating systems have the latest security updates in order to prevent hacking attempts.
- (c) SSL certificates are installed for all sites and all client communication will be encrypted.
- (d) There are load balancer services in front of all production servers, which have built-in functions to prevent DDoS attacks.
- (e) Database and other files are stored on password protected machines with HTTPS, firewall, and "login-gateway" to help keep data safe.
- (f) AWS CloudTrail to save logs of AWS management events.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents' Bill of Rights for Data Privacy and Security and will comply with same.

- (a) Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- (b) Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental

Information” appended to the Agreement.

- (c) At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- (d) Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: *Specify date of each training*

- (a) Company-wide FERPA and Security training was done April 1, 2020 and is done as necessary throughout the year and for new employees.

5. Subcontractors:

- (a) Eduware, Inc. does not use subcontractors, however in the event that Eduware, Inc. engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Eduware, Inc. under the AGREEMENT and applicable state and federal law.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

- (a) To immediately notify the School District in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;

- (b) To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;

7. Termination of Agreement.

- (a) Upon expiration of this Contract without a successor agreement in place, the Vendor shall assist the School District in exporting all Protected Information previously received from, or then owned by the School District.
- (b) Upon expiration of this Contract with a successor agreement in place, the Vendor will cooperate with the School District as necessary to transition protected data to the successor vendor prior to deletion. The Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of the Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of the Vendor in secure data center facilities.
- (c) The Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by the Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 10/12/2020

CONTRACTOR: Eduware, Inc.

Signature:

Shane Windt

Name:

Shane windt

Title:

Sales Operations Manager

Ingrid Hamilton

President, Eduware, Inc.

Certificate Of Completion

Envelope Id: 19101775E3034E5EB59A19078410680D	Status: Completed
Subject: Eduware - DATA PRIVACY AND SECURITY PLAN - Islip UFSD.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Shane Windt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	shane@eduware.com
	IP Address: 64.207.219.137

Record Tracking

Status: Original	Holder: Shane Windt	Location: DocuSign
1/29/2021 8:58:24 AM	shane@eduware.com	

Signer Events

Signature	Timestamp
Shane Windt shane@eduware.com Shane Windt Security Level: Email, Account Authentication (None)	Sent: 1/29/2021 8:58:24 AM Viewed: 1/29/2021 8:58:29 AM Signed: 1/29/2021 9:00:47 AM Freeform Signing
Signature Adoption: Pre-selected Style Using IP Address: 68.196.203.19	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/29/2021 8:58:24 AM
Certified Delivered	Security Checked	1/29/2021 8:58:29 AM
Signing Complete	Security Checked	1/29/2021 9:00:47 AM
Completed	Security Checked	1/29/2021 9:00:47 AM

Payment Events

Status

Timestamps