Data Security and Privacy Plan

WHEREAS, the Cortland Enlarged Central School District (hereinafter "School District") and
_____WeVideo, Inc._____ (hereinafter "Contractor") entered into an agreement dated
____05 / 05 / 2020____ (hereinafter "Agreement") for ____WeVideo for Education_____
(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):

> WeVideo will only use PII as specifically permitted in the agreements we maintain with our
> customers. For full details of how we meet security and privacy requirements, please see
> https://www.wevideo.com/eduprivacy

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:

> Minimal student/teacher data is collected for the purpose of functionality and security.
> Student data is never sold. De-identified data
> is used for service improvement. All sensitive data encrypted in transit and rest

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 the 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 will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. 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*

Training previously completed April 25, 2020

5. Sub-Contractors (check one):

a. _____ Contractor shall not utilize subcontractors.

b. __X__ Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

Any 3rd party services that WeVideo utilize has to undergo a DPA process that meets security standards expected of our company and users.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Data encrypted at transit and rest. Passwords hashed to user specific salt. Pentesting performed on regular basis, access to systems are vetted, secured by various methods 2fa, ip address, ssh keys. Alarms and auditing built configured. Disclosure of breach is within 24 hours of discovery with post mortem following soon after.

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7. Termination of Agreement

   a. Within __30__ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

   b. Within __30__ days of termination of the Agreement, Contractor shall __X__ Return all data to the School District using data archive; OR

   c. _____ Transition all data to a successor contractor designated by the School District in writing using _____.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of ____05 / 05 / 2020_____.

CONTRACTOR:___WeVideo, Inc._____
By:___Scott Devore_____
Title: ____Territory Sales Manager_____