

**Scope of Contract:**

The attached contract is a contractual agreement between Erie 1 BOCES Instructional Services only and the Vendor.

This contract covers the following Erie 1 BOCES Instructional Centers:

Harkness CTE  
Potter CTE  
Ken-Ton CTE  
Winchester  
Northtowns  
Workforce Development  
Edge Academy  
eAcademy  
Maryvale Center  
Special Education Satellite Sites

Please understand that this is a local BOCES contract only and not representative of any contract consortiums.

Sincerely,

Jim Fregelette

## DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING  
BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY  
AND  
SUPPLEMENTAL INFORMATION ABOUT A CONTRACT  
BETWEEN EDPUZZLE, INC. AND ERIE 1 BOCES

This Data Sharing and Confidentiality Agreement (“DSC Agreement”) is made and entered into by and between Edpuzzle, Inc. (“Vendor”), with offices at 833 Market Street, San Francisco, California 94103, and the Board of Cooperative Educational Services for the First Supervisory District, Erie County (“Erie 1 BOCES”), having its principal offices at 355 Harlem Road, West Seneca, NY 14224 (collectively referred to as the “Parties”).

### 1. **Purpose and Term**

(a) The Parties agree that Erie 1 BOCES will be deemed to have entered into a binding agreement with Vendor for use of Vendor’s educational resource known as the “Edpuzzle instructional software” available at <https://edpuzzle.com> (the “Product”) by members of Erie 1 BOCES instructional staff at such time that one or more Erie 1 BOCES staff members enroll online to use the Product in their classrooms and have clicked to accept Vendor’s Terms of Service and/or Privacy Policy, both available at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively, (collectively, “the TOS”) on behalf of Erie 1 BOCES. This binding agreement, hereinafter referred to as “the Contract”, is composed of Vendor’s “Terms of Service” and “Privacy Policy” (both available at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively).

Erie 1 BOCES and Vendor enter into this DSC Agreement to amend the Contract and to conform the Contract and the TOS to the requirements of New York State Education Law Section 2-d and Part 121 of the Regulations of the NYS Commissioner of Education (collectively referred to as “Section 2-d”). This DSC Agreement consists of the terms and conditions set forth herein, a copy of “Erie 1 BOCES Bill of Rights for Data Security and Privacy” signed by Vendor, and the “Supplemental Information about a Contract between Vendor and Erie 1 BOCES” that is required to be posted on Erie 1 BOCES website.

(b) By affixing their signatures to this DSC Agreement below, Erie 1 BOCES and Vendor agree that the term of this DSC Agreement shall commence as of the date of mutual execution of this DSC Agreement by the Parties, and shall continue through and until 11:59 pm June 30th, 2023 (“the Initial Term”). The Initial Term may be extended for successive renewal terms of three (3) years (each a “Renewal Term”) only by mutual execution by the Parties of either a written Amendment to this DSC Agreement, or, a new DSC Agreement. Vendor shall comply with all terms, conditions and obligations as set forth in this DSC Agreement, including Erie 1 BOCES’ Bill of Rights for Data Security and Privacy and the Supplemental Information about a Contract between Vendor and Erie 1 BOCES, throughout the duration of the Initial Term of this DSC Agreement, and any Renewal Term, and this DSC Agreement shall supersede and take the place of any previous DSC Agreement entered into or similar data sharing and

confidentiality language agreed to by the Parties (within the Contract, TOS, or otherwise) prior to the date of mutual execution of this DSC Agreement.

(c) In the event that any term of the Contract, or Vendor’s online or written Privacy Policies or TOS that would otherwise be applicable to its customers or users of its Product that is the subject of the Contract, conflicts with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect.

## 2. **Definitions**

As used in this DSC Agreement:

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from Erie 1 BOCES pursuant to the Contract.

(b) “Teacher or Principal Data” means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from Erie 1 BOCES pursuant to the Contract.

(c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product.

(d) “NIST Cybersecurity Framework” means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.”

(e) “Contract” and “TOS” means Vendor’s Terms of Service and Privacy Policy, available at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively.

(f) “Product” means Vendor’s instructional software, accessible at <https://edpuzzle.com>.

(g) “De-Identified Data” means data that has had all direct and indirect identifiers removed.

(h) “Student gradebooks” means names, responses, results and grades obtained by students in their assignments.

## 3. **Confidentiality of Protected Data**

(a) Vendor acknowledges that it will receive Protected Data from Erie 1 BOCES pursuant to the Contract, and that such Protected Data may have been originally generated by the instructional and other programs operated by Erie 1 BOCES, and if Student Data, also by students’ school districts of residence.

(b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with applicable federal and state law (including but not limited to Section 2-d), Erie 1 BOCES policy on

data security and privacy and this DSC Agreement, as may be amended by the Parties. Erie 1 BOCES will provide Vendor with a copy of its policy on data security and privacy upon request .

#### 4. **Vendor's Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data it receives from Erie 1 BOCES in accordance with Erie 1 BOCES' Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

(a) As required by the NIST Cybersecurity Framework, in order to implement all state, federal, and local data security and privacy requirements, including those contained within this DSC Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSC Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Contract, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Contract:

*Data Security:*

- Data-at-rest & data-in-transit is encrypted
- Data leak protections are implemented

*Information Protection Processes and Procedures:*

- Data destruction is performed according to the Contract and this DSC Agreement.
- A plan for vulnerability management is developed and implemented

*Protective Technology:*

- Log/audit records are ascertained, implemented, documented and reviewed according to policy
- Network communications are protected

*Identity Management, Authentication and Access Control:*

- Credentials and identities are issued, verified, managed, audited and revoked, as applicable, for authorized devices, processes and users
- Remote access is managed

(c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about a Contract between Vendor and Erie 1 BOCES." below.

(d) For any of its officers or employees who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws. Furthermore, Vendor will ensure that officers or employees of

its subcontractors or assignees abide by terms consistent with those outlined herein, including, but not limited to, the provision of training on federal and state laws governing confidentiality of Protected Data to their officers or employees.

(e) Vendor [*check one*]  **will**  **will not** utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the Contract. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Contract, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in the “Supplemental Information about a Contract between Vendor and Erie 1 BOCES,” below.

(f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this DSC Agreement.

(g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the Contract is terminated or expires, as more fully described in the “Supplemental Information about a Contract between Vendor and Erie 1 BOCES,” below.

#### 5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Erie 1 BOCES, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the terms of this DSC Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the Contract.

(c) Not use Protected Data for any purposes other than those explicitly authorized in the Contract and this DSC Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor (including authorized sub-contractors) using the information to carry out Vendor’s obligations under the Contract, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Erie 1 BOCES no later than the time of disclosure unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in the “Supplemental Information about a Contract between Vendor and Erie 1 BOCES,” below.

(g) Provide notification to Erie 1 BOCES of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse Erie 1 BOCES for the full cost of notification, in the event it is required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

**6. Notification of Breach and Unauthorized Release**

(a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to Erie 1 BOCES by contacting David Kajdasz, Data Security, Protection & Compliance Officer, Erie 1 BOCES directly by email at dkajdasz@e1b.org, or by calling (716) 821-7093 (office).

(c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to David Kajdasz or his designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist Erie 1 BOCES if it has additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department (“CPO”). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform David Kajdasz or his designee.

(e) Vendor will consult directly with David Kajdasz or his designee prior to providing any further notice of the incident (written or otherwise) directly to any other affected school district.

**IN WITNESS WHEREOF**, the Parties have caused this DSC Agreement to be executed by their duly authorized representatives as of the dates set forth below.

**VENDOR**

By: Jaume Bohigas

Printed Name: Jaume Bohigas

**ERIE 1 BOCES**

By: James Fregelette

Printed Name: Jim Fregelette

Title: Head of Security & Infrastructure

Date: Sep 9, 2022

Title: Executive Director

Date: 9/1/2022

**DATA SHARING AND CONFIDENTIALITY AGREEMENT (CONTINUED)**

ERIE 1 BOCES

BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

**BY THE VENDOR:**

*Jaume Bohigas*

\_\_\_\_\_  
**Signature**

Head of Security & Infrastructure

\_\_\_\_\_  
**Title**

Sep 9, 2022

\_\_\_\_\_  
**Date**



## DATA SHARING AND CONFIDENTIALITY AGREEMENT (CONTINUED)

### SUPPLEMENTAL INFORMATION ABOUT A CONTRACT BETWEEN VENDOR AND ERIE 1 BOCES

Erie 1 BOCES has entered into an online Contract with Vendor which governs the availability to instructional and other programs operated by Erie 1 BOCES of the following Product(s):

Vendor's instructional software accessible at <https://edpuzzle.com>.

Pursuant to this Contract, Erie 1 BOCES may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data"). Vendor has also entered into a separate Data Sharing and Confidentiality Agreement ("DSC Agreement") with Erie 1 BOCES setting forth Vendor's obligations to protect the confidentiality, privacy and security of Protected Data it receives pursuant to the Contract.

**Exclusive Purpose for which Protected Data will be Used:** The exclusive purpose for which Vendor is being provided access to the Protected Data is to provide Erie 1 BOCES with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized above, in the Contract, or in the DSC Agreement. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

**Oversight of Subcontractors:** In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the Contract (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging their obligation to comply with data security and privacy standards consistent with and in no event less protective than those required of Vendor under the DSC Agreement and applicable state and federal law.

#### **Duration of Contract and Protected Data Upon Expiration:**

- The Contract commences at such time that one or more Erie 1 BOCES staff members have enrolled online to use the Product in their classrooms and have clicked to accept Vendor's online Terms of Service and/or Privacy Policies (collectively, "the TOS") on behalf of Erie 1 BOCES. The Contract expires on such date that the Product is no longer used by any Erie 1 BOCES staff members. Upon expiration of the Contract, Vendor will, upon written request by Erie 1 BOCES, securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, except for data backups that are part of Vendor's disaster recovery storage system, which may be retained for an additional period of thirteen (13) months after termination of the Contract, provided that such backups remain inaccessible to the public and are unable to be used by Vendor in the normal course of its business. In the absence of such a written request, Protected Data shall be deleted upon eighteen (18) months of end-user account inactivity, with the exception of the aforementioned data backups. If requested in writing

by Erie 1 BOCES prior to deletion, Vendor will assist Erie 1 BOCES in downloading Student Gradebooks in a standard exportation format such as, but not limited to, cvs. or .json.

- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, on any storage medium whatsoever, with the exception of the abovementioned data backups. Upon written request, by Erie 1 BOCES, Vendor will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full by Vendor and/or its subcontractors.
- Vendor may use De-identified Data for purposes of research, the improvement of Vendor's products and services, and/or the development of new products and services. In no event shall Vendor or Vendor's Subcontractors re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

**Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by Erie 1 BOCES to Vendor, by contacting Erie 1 BOCES regarding procedures for requesting amendment of education records it maintains under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of any APPR data, to the extent such data is provided to Vendor, by following the appeal process in Erie 1 BOCES' applicable APPR Plan.

**Data Storage and Security Protections:** Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

**Encryption of Protected Data:** Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.



**Edpuzzle, Inc.**  
833 Market St. (Suite 427)  
San Francisco, CA 94103  
[privacy@edpuzzle.com](mailto:privacy@edpuzzle.com)

## **DATA SECURITY AND PRIVACY PLAN FOR EDPUZZLE AND SUPPLEMENTAL INFORMATION**

The technical and organizational measures provided in this Data Security and Privacy Plan and Supplemental Information (hereinafter, "DSPP") apply to EDpuzzle, Inc. (hereinafter, "Edpuzzle") in the processing of Personally Identifiable Information ("PII") that is the subject matter of the Agreement entered into with Rye Neck Schools ("District") on even date herewith (the "Agreement"), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

For all aspects not envisaged in the Agreement or this DSPP, Edpuzzle's Terms of Service (<http://edpuzzle.com/terms>) and Privacy Policy (<http://edpuzzle.com/privacy>) shall apply (jointly the "Terms"), provided such Terms do not contravene the Agreement or this DSPP by any means, in which case the provisions foreseen in the Agreement and this DSPP shall prevail.

### **1. COMPLIANCE WITH THE LAW**

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

- . New York State Education Law §2-D.
- a. Family Educational Rights and Privacy Act of 1974 ("FERPA").
- b. Children's Online Privacy Protection Act ("COPPA").
- c. Children's Internet Protection Act ("CIPA").
- d. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

### **2. DATA PROTECTION**

**2.1.** Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes:

- . to create the necessary accounts to use the Service;
- a. to provide teachers with analytics on student progress;
- b. to send teachers email updates, if applicable;
- c. to help teachers connect with other teachers from the same school or district;
- d. to assess the quality of the Service;
- e. to secure and safeguard personal information of other data subjects;
- f. to comply with all applicable laws on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses. Nevertheless, teachers utilizing the Edpuzzle service may provide express consent to receive marketing or commercial communications from Edpuzzle.

**2.2.** Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle’s staff, agents or subcontractors) (each an “authorized person”) shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

**2.3.** During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle’s information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle’s Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

**2.4.** Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose, if and to the extent compatible with the functionality of the service, to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

**2.5.** Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

### **3. DATA SECURITY**

**3.1.** Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

- Pseudonymisation and encryption of PII (TLS v1.2 for all data in transit between clients and server and AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest).
- Password protection.
- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- Restore the availability and access to personal data in a timely manner in the event of a technical incident.
- Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

**3.2.** In the event that PII is no longer needed for the specific purpose for which it was provided, it shall be destroyed as per best practices for data destruction using commercially reasonable care, security procedures and practices.

**3.3.** Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall:

. promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

b. Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle’s Data Protection Officer at Av. Pau Casals 16, Ppal. 2-B, 08021 Barcelona, Spain or at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com), as foreseen in Edpuzzle’s [Privacy Policy](#).

#### **4. COOPERATION AND INDIVIDUALS’ RIGHTS**

**4.1.** To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

1. any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and
2. any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

**4.2.** In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact the District directly.

**4.3.** Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

## **5. THIRD-PARTY SERVICE PROVIDERS**

**5.1.** To the extent permitted by law, and as reasonably necessary to provide the Edpuzzle Service to the District, Edpuzzle may provide access to, export, transfer, or otherwise disclose student and/or teacher data to Edpuzzle's assignees, agents and subcontractors; provided that prior to any such disclosure, the assignee, agent or subcontractor receiving data has agreed in writing to comply with data protection obligations consistent with those applicable to Edpuzzle under applicable laws and regulations.

**5.2.** Edpuzzle shall assess the privacy and security policies and practices of third-party service providers to ensure such third-party service providers comply with best industry standards, including, but not limited to, ISO and NIST regulations.

**5.3.** Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs.

**5.4.** Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's [Privacy Policy](#).

**5.5.** In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

## **6. DATA STORAGE**

**6.1.** The data is stored in externalized databases that are currently being provided by MongoDB Atlas, and simultaneously hosted on Amazon Web Services in North Virginia (United States).

**6.2.** User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

## **7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA**

**7.1.** The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity. Deletion of

student accounts must be requested by the District's authorized representative by sending a written request at [support@edpuzzle.com](mailto:support@edpuzzle.com) or [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

**7.2.** The District will have the ability to download names, responses, results and grades obtained by students in their assignments (“Student Gradebooks”) at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSPS, unless prohibited from deletion or required to be retained under state or federal law.

**7.3.** Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system for an additional term of thirteen (13) months after termination of services, provided such data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Edpuzzle.

# Erie 1 BOCES ed puzzle 09.01.2022)

Final Audit Report

2022-09-09

Created:	2022-09-07
By:	Julia Trius (julia@edpuzzle.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr0eI_DYVDpOTCxcbgGww39_QxQPHA_KE

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Signature Date: 2022-09-09 - 9:27:37 AM GMT - Time Source: server- IP address: 88.30.15.231
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