

## **DATA SECURITY AND PRIVACY PLAN**

**WHEREAS**, the Baldwinsville Central School District (hereinafter “School District”) and Onshape (hereinafter “Contractor”) entered into an agreement dated 11-21-2020 (hereinafter “Agreement”) for Onshape platform (hereinafter “Services”).

**WHEREAS**, pursuant to the requires 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 with the School District, 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):

### **Security Certifications**

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Onshape maintains a SOC 2, Type II report which describes a system of controls relevant to the security, availability and confidentiality of the Onshape service. This report is created on a semi-annual basis and is audited by the firm Aprio. The Onshape SOC 2 report is available under NDA.



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. Encryption of all data in motion via TLSv1.2.
- b. Encryption of all data at rest with the AES-256 algorithm.
- c. Dedicated security and operations teams monitoring the Onshape service 24x7.
- d. Full set of internal controls around security, confidentiality and availability are described in Onshape's SOC 2, Type II report.

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, and at the direction of the School District return, 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*

PTC academic team was trained on October 8, 2020.

- 5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

X Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

Sub-contractors are subject to vendor risk management before having access to any PTC Inc systems or data (including its customers' data) and are bound by terms no less restrictive than the terms of this agreement.

6. Onshape follows or exceeds industry best practices for protecting Student Data in transit and at rest. Onshape continuously monitors all environments for signs of intrusion, corruption, and data exfiltration. Onshape regularly performs penetration tests and network scans to look for vulnerabilities. Any issues detected are ticketed and any high severity issues will invoke Onshape's Security Incident Response Plan. The incident response plan documents containment, mitigation, recovery and communication steps that must be followed.



In the event of Onshape becoming aware of any actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Student Data (“Security Breach”), Onshape shall notify Customer in writing without undue delay, and in any event within 48 hours. The Security Breach notification shall include the following information:

- *What Happened:* describe the nature of the Security Breach and the likely consequences of the Security Breach
- *What Information was involved:* details of the Student Data concerned;
- *What steps are being taken:* describe the measures taken or proposed to be taken by Onshape to address the Security Breach and to mitigate its effects.
- *Where more information can be obtained:* provide the name and contact details of the Onshape contact point where more information concerning the Security Breach can be obtained;

If the above information is not immediately available, Onshape shall provide such information when available. Onshape shall not make any public statement identifying Customer as an affected party, nor provide any official notification to any regulatory authority on behalf of Customer, without obtaining Customer’s prior written consent.


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 School District can download the data in their choice of neutral or proprietary CAD formats

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 21 December 2020.

DocuSigned by:  
CONTRACTOR: PTC Inc.  
  
43022AE310014A3  
By: Charles Dunn  
Title: SVP, Global Data Privacy officer